



City of Jacksonville Beach

11 North Third Street
Jacksonville Beach, Florida

Agenda

City Council

Monday, December 20, 2021

6:00 PM

Council Chambers

MEMORANDUM TO:

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

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 Council Meeting held on December 6, 2021
- B. Council Briefing held on December 13, 2021

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- A. Authorize elected officials to attend the Florida League of Cities Legislative Action Days February 8 and 9, 2022 in Tallahassee.
- B. Accept/Reject the Monthly Financial Reports for the month of November 2021
- C. Approve/Disapprove the Assignment and Assumption Agreement assigning the Agreement for Professional Engineering Services for RFP No. 10-1920 and the Confidentiality Contract signed in conjunction therewith entered into by Fred Wilson & Associates, Inc., to Chen Moore and Associates, Inc.
- D. Approve/Disapprove the Assignment and Assumption Agreement assigning the Franchise Contract Agreement for the Collection, Disposal of Solid Waste and Recycling for RFP No. 11-1516 entered into by Advanced Disposal Services Jacksonville, LLC, to Waste Management Inc. of Florida
- E. Approve/Disapprove the repair of the Shared Wastewater Effluent Outfall in the Amount of \$160,422

- F. Approve/Disapprove the Septic Tank Phase-out Rebate Program
- G. Approve/Disapprove the Final Plat for 5th Avenue South Unit 2

RESOLUTIONS

ORDINANCES

- A. Approve/Disapprove Ordinance No. 2021-8168, for Outdoor Seating Amendments on the first reading and schedule a second reading for January 18, 2022
- B. Approve/Disapprove Ordinance No. 2021-8169 on the second reading extending the temporary moratorium on the commercial rental and lease, and use of rented and leased, electric personal assistive mobility devices, micromobility devices, and motorized scooters until April 21, 2022

ADJOURNMENT

NOTICE

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

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

In accordance with Section 286.0105, Florida Statutes, if any person decides to appeal any decision made by the council with respect to any matter considered at such meeting, he or she will need a record of the proceedings. For such purpose, he or she 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.

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



OPENING CEREMONIES:

In lieu of an invocation, Mayor Hoffman asked for a moment of silence to recognize the passing of Sterling Joyce, a well-known community member, followed by the Pledge of Allegiance.

CALL TO ORDER:

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

ROLL CALL:

Mayor: Christine Hoffman

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

Also present were: City Manager Mike Staffopoulos, City Attorney Sandra Robinson, Director of Parks and Recreation Jason Phitides, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

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

- Council Briefing held on November 8, 2021
- Regular Council Meeting held on November 15, 2021
- Council Briefing held on November 22, 2021

ANNOUNCEMENTS:

Council Member Golding announced the Kids Christmas Party, sponsored by the Jacksonville Beach Police Department, would be held on December 11, 2021.

Ms. Golding mentioned Tuba Christmas would be at Deck the Chairs on December 11, 2021.

Ms. Golding noted the Penman Road community meeting would be held on December 15, 2021, in the Council Chambers. Additionally, Ms. Golding said Jacksonville would have a special election on December 7, 2021, to fill the At-Large Council seat.

Council Member Nichols congratulated Chip Davis and the Jacksonville Flounder Pounder tournament for exceeding their goals and raising over \$150,000 for the Florida School for Autism.

Council Member Janson noted a Christmas performance by the school band would be held at the Fletcher Middle School on December 9, 2021.

Mayor Hoffman encouraged everyone to attend Deck the Chairs. She also stated the Beaches North Pole Express program was scheduled for the weekend of December 11, 2021, at the Beaches Museum.

COURTESY OF THE FLOOR TO VISITORS:

Mayor Hoffman extended Courtesy of the Floor to visitors. No one came to address the Council.

MAYOR AND CITY COUNCIL:

Item A Present Certificates to Council Members Janson, Meza, and Stokes for completion of the Institute for Elected Municipal Officials (IEMO) held in Kissimmee, Florida, on October 8-10, 2021

Mayor Hoffman presented certificates to Council Members Janson, Meza, and Stokes. She thanked them for their extra effort and completing the Institute.

CITY CLERK: *No items*

CITY MANAGER:

Item A Reappoint John Moreland to a new four-year term as a Regular Member of the Board of Adjustment beginning January 1, 2022, and expiring December 31, 2025;

AND

Reappoint Frank Reddington to a new four-year term as a Regular Member of the Board of Adjustment beginning January 1, 2022, and expiring December 31, 2025;

AND

Reappoint Daniel Elmaleh to a new four-year term as 1st Alternate of the Board of Adjustment beginning January 1, 2022, and expiring December 31, 2025;

AND

Nominate and appoint one 2nd Alternate to the Board of Adjustment for a new four-year term beginning January 1, 2022, and expiring December 31, 2025.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding to reappoint John Moreland to a new four-year term as a Regular Member of the Board of Adjustment beginning January 1, 2022, and expiring December 31, 2025.

Discussion: Council Member Stokes said he favored term limits and bringing in new applicants. He noted he would be voting no on candidates who had served as a board member for more than 16 years.

Roll Call Vote: Ayes – Dumont, Golding, Janson, Meza, Nichols, Mayor Hoffman
Nays – Stokes
The motion passed 6-1.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to reappoint Frank Reddington to a new four-year term as a Regular Member of the Board of Adjustment beginning January 1, 2022, and expiring December 31, 2025.

Discussion: None

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

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding to reappoint Daniel Elmaleh to a new four-year term as 1st Alternate of the Board of Adjustment beginning January 1, 2022, and expiring December 31, 2025.

Discussion: None

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

Mayor Hoffman explained the 2nd Alternate position to the Board of Adjustment was a new appointment. She stated the Council prioritized two candidates for the position, but Chris Schroeder withdrew his name from consideration. Todd Smith was the other candidate. Mayor Hoffman opened the floor for nominations. Mayor Hoffman noted once all nominations were received, discussion and voting would ensue.

Council Member Janson nominated Todd Smith.

Council Member Golding nominated Shandy Thompson.

Mayor Hoffman closed the floor for nominations.

Roll Call Vote: Smith – Meza, Nichols, Stokes, Dumont, Janson, Mayor Hoffman
Thompson – Golding
Todd Smith was appointed as the 2nd Alternate to the Board of Adjustment by a 6-1 vote.

Mr. Smith will serve a new four-year term beginning January 1, 2022, and expiring December 31, 2025.

Item B **Reappoint Margo Moehring to a new four-year term as a Regular Member of the Planning Commission beginning January 1, 2022, and expiring December 31, 2025;**

AND

Nominate and appoint one 2nd Alternate to the Planning Commission to fill an unexpired four-year term expiring December 31, 2023.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to reappoint Margo Moehring to a new four-year term as a Regular Member of the Planning Commission beginning January 1, 2022, and expiring December 31, 2025.

Discussion: None

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

Mayor Hoffman noted the 2nd Alternate to the Planning Commission had three candidates. She opened the floor for nominations.

Council Member Janson nominated Emily Stouffer.

Council Member Golding nominated Nicholas Andrews.

Mayor Hoffman nominated Heather McConville.

Mayor Hoffman closed the floor for nominations.

Roll Call Vote: Stouffer – Stokes, Janson, Meza, Nichols
Andrews – Golding
McConville – Dumont, Mayor Hoffman
Emily Stouffer was appointed as the 2nd Alternate to the Planning Commission by a majority vote.

Ms. Stouffer will fill an unexpired four-year term expiring December 31, 2023.

Item C Reappoint Brandon Maresma to serve as a trustee as the fifth member on the General Employees' Pension Board beginning January 1, 2022, and expiring December 31, 2023

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to reappoint Brandon Maresma to serve as a trustee as the fifth member on the General Employees' Pension Board beginning January 1, 2022, and expiring December 31, 2023.

Discussion: None

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

Item D Award/Reject RFP Number 07-2021 for Citywide Janitorial Services to Superior Janitorial Services and authorize the Mayor and City Manager to execute the Contract Agreement

Director of Parks and Recreation Jason Phitides shared they received five responses to the RFP. The selection committee decided on the incumbent Supreme Janitorial Services. The contract

would be for five years, with the option to renew for an additional year at the discretion of the City Manager.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to award RFP Number 07-2021 for Citywide Janitorial Services to Superior Janitorial Services and authorize the Mayor and City Manager to execute the Contract Agreement.

Mr. Phitides noted the correct vendor name was "Supreme" and not Superior Janitorial Services.

Restated Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to award RFP Number 07-2021 for Citywide Janitorial Services to Supreme Janitorial Services and authorize the Mayor and City Manager to execute the Contract Agreement.

Discussion: Discussion ensued regarding adding future service for restrooms at Gonzalez Park, associated fees, cleaning schedule, and contract length.

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

RESOLUTIONS

Item A **Adopt/Deny Resolution No. 2096-2021 amending the Position Classification and Pay Plan for Managerial, Professional, and Administrative (Nonunion) Positions effective December 6, 2021**

Mayor Hoffman requested the City Clerk read Resolution 2096-2021 by title only, whereupon Ms. Gosselin read the following:

"A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING ITS POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL, AND ADMINISTRATIVE (NONUNION) POSITIONS; PROVIDING FOR ADOPTION OF RECITALS, ADOPTION OF THE PLAN, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE."

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to adopt Resolution No. 2096-2021 amending the Position Classification and Pay Plan for Managerial, Professional, and Administrative (Nonunion) Positions effective December 6, 2021.

Discussion: None

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

Item B **Adopt/Deny Resolution No. 2097-2021, authorizing the Mayor and City Manager to execute an amendment and restatement of the Interlocal agreement for the distribution of local option gas taxes**

City Manager Mike Staffopoulos stated the City of Jacksonville was moving forward with the .06 cent gas tax.

Mayor Hoffman requested the City Clerk read Resolution 2097-2021 by title only, whereupon Ms. Gosselin read the following:

"A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING AND RESTATING THE INTERLOCAL AGREEMENT REGARDING LOCAL OPTION GAS TAXES BETWEEN THE CITY OF JACKSONVILLE AND OTHER MUNICIPALITIES WITHIN DUVAL COUNTY."

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to adopt Resolution No. 2097-2021, authorizing the Mayor and City Manager to execute an amendment and restatement of the Interlocal Agreement for the distribution of local option gas taxes.

Discussion: None

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

ORDINANCES

Item A Approve/Disapprove Ordinance No. 2021-8169 on the first reading extending the temporary moratorium on the commercial rental and lease, and use of rented and leased, electric personal assistive mobility devices, micromobility devices, and motorized scooters until April 21, 2022, and schedule a second reading for December 20, 2021

City Attorney Sandra Robinson stated the ordinance would extend the current moratorium for micromobility devices until April 21, 2022.

Mayor Hoffman requested the City Clerk read Ordinance 2021-8169 by title only, whereupon Ms. Gosselin read the following:

"AN ORDINANCE BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING ORDINANCE NO. 2020-8157 WHICH IMPOSED A TEMPORARY MORATORIUM ON THE COMMERCIAL RENTAL AND LEASE AND USE OF RENTED AND LEASED ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES, MICROMOBILITY DEVICES, AND MOTORIZED SCOOTERS; CONTINUING THE BASIS FOR EMERGENCY MORATORIUM AND EXTENDING THE MORATORIUM FOR FOUR MONTHS, UNTIL APRIL 21, 2022."

Mayor Hoffman read the following:

"This ordinance is before this Council for a public hearing and consideration on its first reading. I will now open the public hearing on Ordinance No. 2021-8169."

Public Hearing:

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

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve Ordinance No. 2021-8169 on the first reading, extending the temporary moratorium on the commercial rental and lease, and use of rented and leased electric personal assistive mobility devices, micromobility devices, and motorized scooters until April 21, 2022, and schedule a second reading for December 20, 2021.

Discussion: None.

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

ADJOURNMENT:

There being no further business, the meeting adjourned at 6:29 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

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

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, Police Services Division Commander Eric Shaughnessy, Chief Finance Officer Ashlie Gossett, Director of Parks and Recreation Jason Phitides, Golf Course Facility Manager Bruce Moehler, and City Attorney Sandy Robinson.

Purpose of Briefing

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

City Manager

Paid Parking Update

Police Services Division Commander Eric Shaughnessy gave a brief overview of the operational aspect of the paid parking program [on file]. He explained with new signage, higher caliber SP Plus employees, and multiple options for methods of payment made for a problem-free program. Commander Shaughnessy mentioned SP Plus used signage and language on the citations, which directed violators to contact the SP Plus office, significantly reducing the number of calls to the City's Parking Enforcement Coordinator.

Chief Finance Officer Ashlie Gossett reviewed the paid parking program's financial impact [on file] from March through October 2021.

A conversation ensued regarding extending the hours of operation, expanding the program to include on-street parking, and increasing the rates. The Council's consensus was to keep the rates and hours the same. The Police Department would create a map of suggested on-street paid parking locations for the Council to review for the expanded paid parking program.

Golf Course Update

Director of Parks and Recreation Jason Phitides stated FY21 at the golf course surpassed the two record-setting years following the recent renovation.

Golf Course Facility Manager Bruce Moehler reviewed the past year's financial highlights [on file] and course upgrades for the golf course. Mr. Moehler spoke about the long-term business plan, including an established fund balance reserve to mitigate the risk of extended closure.

City Manager Mike Staffopoulos advised this would be the last formal annual update for the golf course. In the future, unless otherwise requested, a summary memo highlighting the financials and status of the golf course would be provided for review to the Council.

BES Strategic Plan

Beaches Energy Services (BES) Director Allen Putnam presented the proposed BES Strategic Plan [on file] for the next 5 to 10 years. He stated the plan was developed with assistance from Florida Municipal Power Agency and the City's consultant 1898 & Co.

A conversation ensued regarding the future of BES and possible rate increases.

The Briefing adjourned at 6:40 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

Christine H. Hoffman, MAYOR

Date: _____



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CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council Members
FROM:	Michael J. Staffopoulos, City Manager
DATE:	12/02/2021
SUBJECT:	Florida League of Cities Legislative Action Days

BACKGROUND

The Florida League of Cities (FLC) will be hosting its Legislative Action Days in Tallahassee on February 8 and 9, 2022. The purpose of this event is for local elected officials to meet with their State representatives to discuss issues that affect their constituents, as well as to promote and support FLC priorities.

The Mayor and individual Councilors have attended this function in the past, and may wish to attend this year's event. There is also a Florida League of Mayors' Leadership Series event on February 7, from 4:00-6:00 pm that the Mayor may wish to attend; however this may impact attendance at the Council meeting scheduled for that same day.

As there is no defined travel and training policy for the City Council, the intent of this item is for the Council to determine how many and which elected officials should be authorized to attend this event.

FINANCIAL IMPACT

Fees for this event have not been advertised. Previous experience for the City is approximately \$1,000 per attendee. Expenses would be covered by the Council's Travel and Training budget for FY 2022.

REQUESTED ACTION

Authorize elected officials to attend the Florida League of Cities Legislative Action Days February 8 and 9, 2022 in Tallahassee.

ATTACHMENTS



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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	08/10/2021
SUBJECT:	Monthly Financial Reports for the month of November 2021

BACKGROUND

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

Exhibit 1 - General Fund Revenues

- General Fund revenues are under budget for the current year, due in part to the timing of ad valorem tax distributions.
- Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, tennis fees, and cemetery lots purchased. The decrease from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.

Exhibit 2 - General Fund Expenditures

- Total General Fund Expenditures are in line with both current year estimates and prior year expenditures on a percent of budget basis.
- The decrease in Fire Department Expenditures from the prior year is attributable to a one-time credit of accumulated excess funds in the Fire pension plan.

Exhibit 3 - Enterprise Fund Revenues

- Enterprise Fund Revenues are in line with both current year estimates and prior year revenues on a percent of budget basis.

Exhibit 4 - Enterprise Fund Expenditures

- Total expenditures in the Enterprise Funds are under budget for the current year and consistent with amounts expended in the prior year.
- The decrease in Water & Sewer expenditures from the prior year is largely attributable to savings in debt service costs now that the City is debt free. The last debt payment was made on October 1, 2020.



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Exhibit 5 – Special Revenue Fund Revenues

- The overall decrease in Special Revenue Funds from the prior year is attributable to the adjustment to market value of the City's pooled investment assets.
- Convention Development funds are normally received two months in arrears.
- Tax increment funds for both the Downtown and Southend districts will be received in December.

Exhibit 6 - Special Revenue Fund Expenditures

- In total, Special Revenue Fund expenditures are under budget for the current year and in line with prior year expenditures on a percent of budget basis.
- Community Development Block Grant Fund expenditures will be reimbursed by grant funding.
- Variances from the prior year in the Downtown and Southend Tax Increment Funds are primarily due to the timing of capital project expenditures.

Exhibit 7 - Summary Revenues and Expenditures

- Expenditures in the Convention Development Fund exceed revenues because revenues are received two months in arrears.
- Expenditures exceed revenues in the Tax Increment Funds because the annual tax increment distributions are not received from Jacksonville until December.
- The net income shown for the Electric Fund is overstated because monthly power bills are paid in arrears to FMPA.
- Revenues in the Leased Facilities Fund are less than expenses, due mostly to annual technology maintenance charges that are paid at the beginning of the fiscal year.

FINANCIAL IMPACT

N/A

REQUESTED ACTION

Accept/Reject the Monthly Financial Reports for the month of November 2021

ATTACHMENTS

1. 2021-11 November Financials



Summary Budget Revenue Report

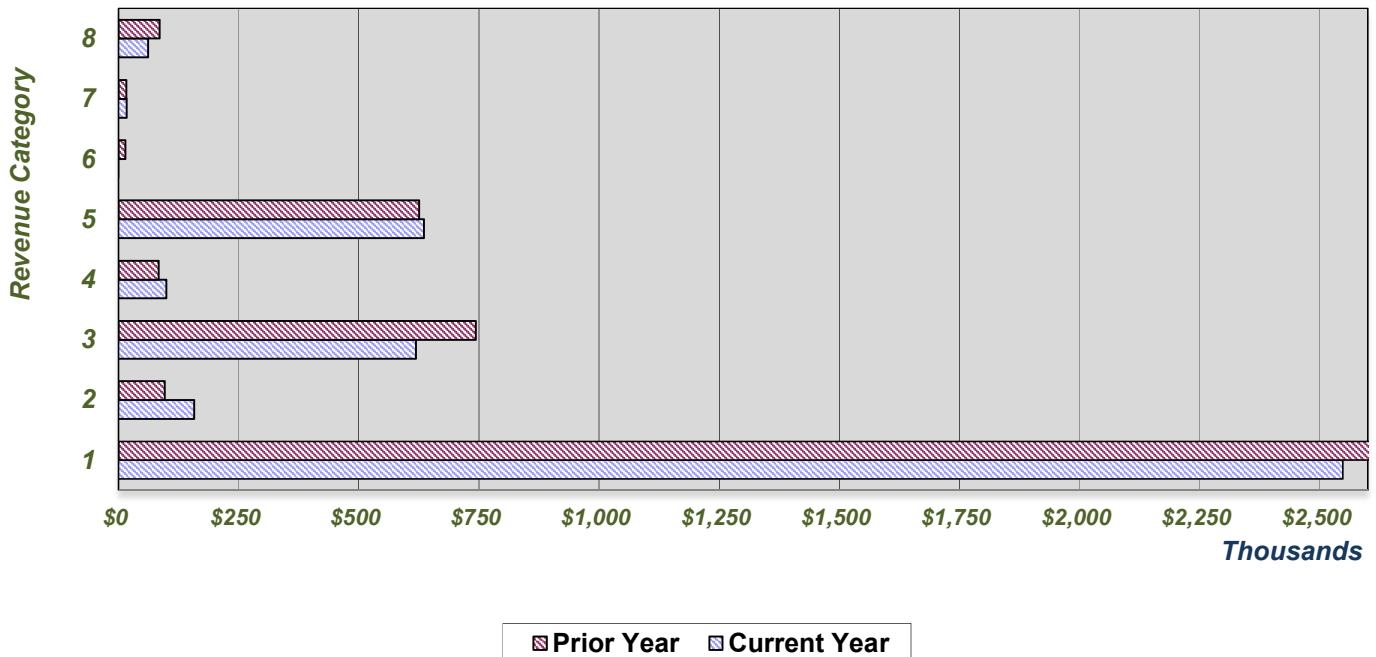
November 30, 2021

(16.71% of year has elapsed)

EXHIBIT 1 - GENERAL FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 Taxes	2,548,191	17.10%	5,083,100	35.69%	-18.58%	(2,534,908)
2 Licenses & Permits	157,654	26.06%	96,522	18.87%	7.20%	61,132
3 Intergovernmental Revenue	618,761	14.95%	743,347	19.32%	-4.37%	(124,587)
4 Charges for Services	99,705	21.23%	83,592	18.99%	2.24%	16,114
5 Enterprise Contributions	635,866	16.67%	625,926	16.67%	0.00%	9,939
6 Miscellaneous Revenue	(12,702)	-3.82%	14,703	4.48%	-8.30%	(27,404)
7 Fines & Forfeitures	17,106	10.56%	16,160	10.68%	-0.12%	946
8 Interfund Transfers	62,000	12.06%	85,728	16.68%	-4.62%	(23,728)
Total Revenues	\$ 4,126,581	16.55%	\$ 6,749,078	28.37%	-11.82%	\$ (2,622,496)

GENERAL FUND REVENUES TO DATE CURRENT YEAR VS PRIOR YEAR



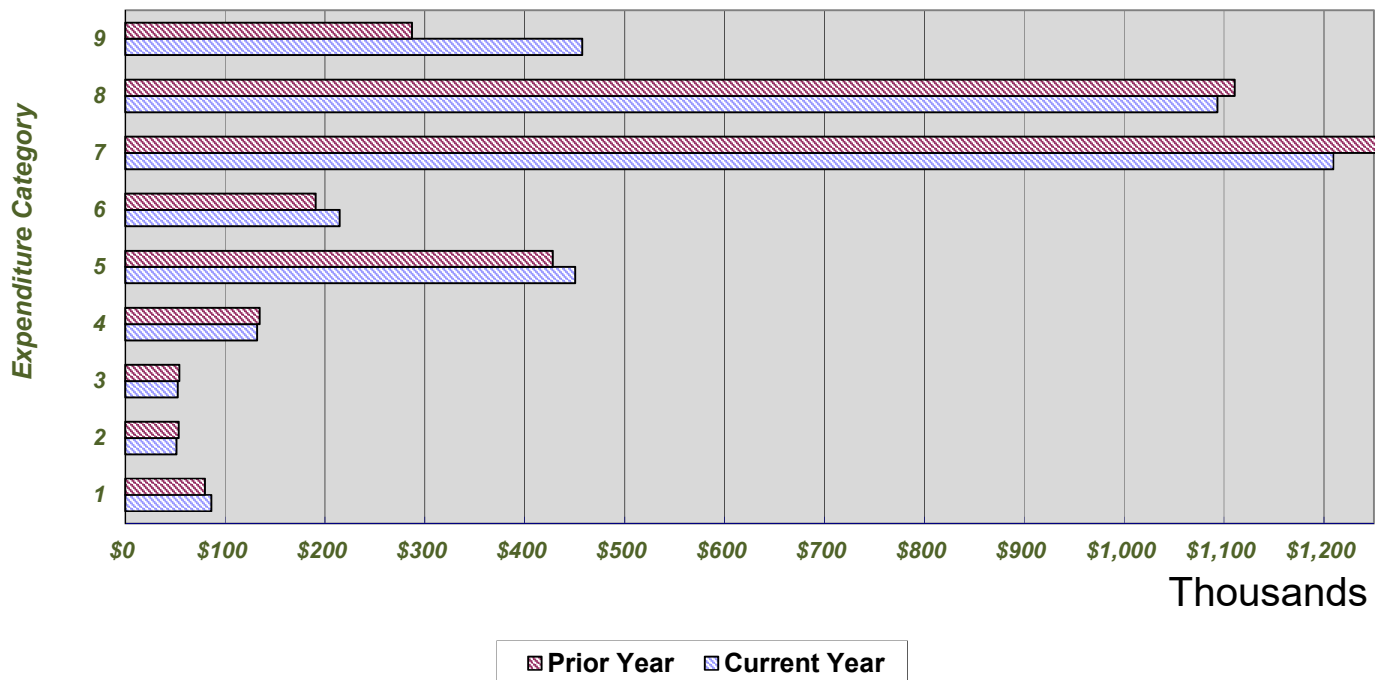


Summary Budget Expenditure Report
November 30, 2021
(16.71% of year has elapsed)

EXHIBIT 2 - GENERAL FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 City Administration	86,288	12.88%	79,898	12.24%	0.64%	6,390
2 City Clerk	51,410	11.28%	53,614	12.93%	-1.65%	(2,204)
3 Building Maintenance	52,589	11.98%	54,414	12.82%	-0.84%	(1,825)
4 Planning and Development	132,071	10.93%	134,555	11.73%	-0.81%	(2,484)
5 Recreation and Parks	450,423	12.25%	428,129	11.61%	0.64%	22,294
6 Public Works	214,632	11.12%	190,611	10.28%	0.84%	24,021
7 Police	1,209,487	12.17%	1,321,958	12.91%	-0.74%	(112,471)
8 Fire	1,093,243	32.61%	1,110,451	34.13%	-1.51%	(17,208)
9 Non-Departmental	457,623	13.50%	287,111	12.47%	1.02%	170,512
Total Expenditures	\$ 3,747,767	14.96%	\$ 3,660,742	15.27%	-0.31%	\$ 87,024

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





Summary Budget Revenue Report

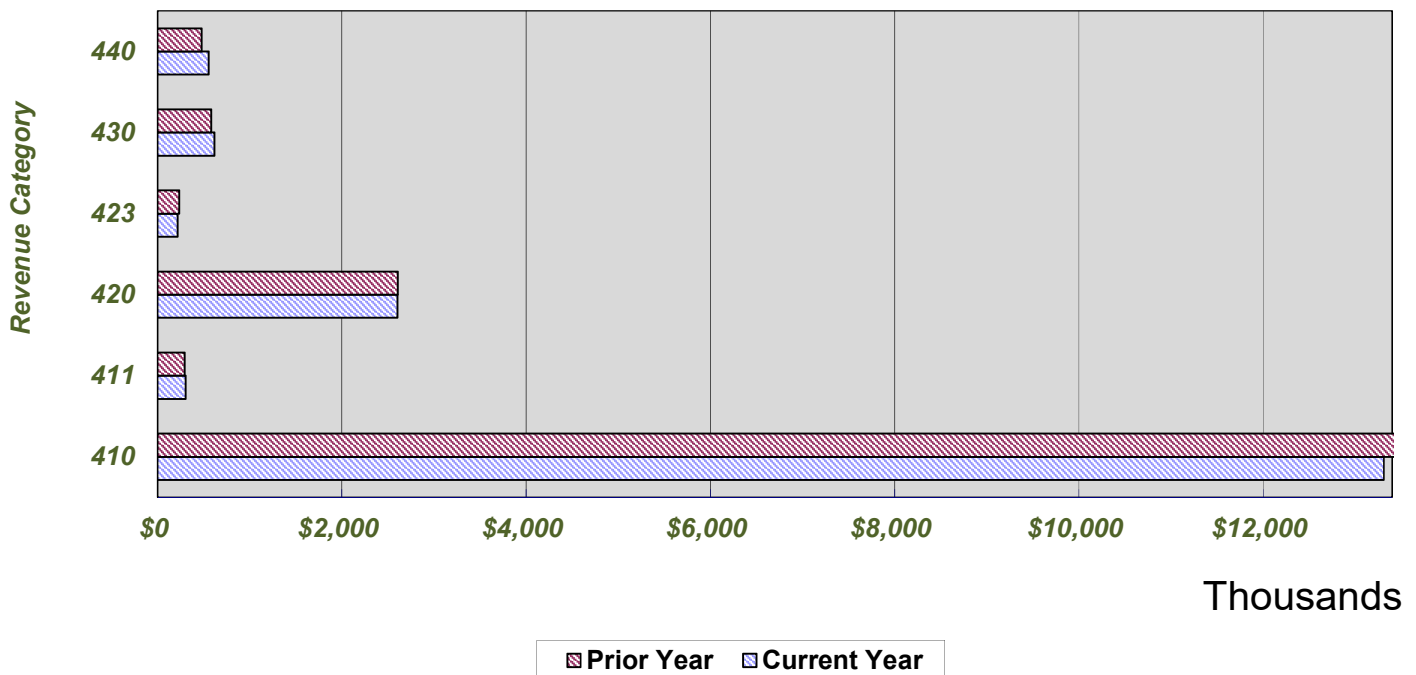
November 30, 2021

(16.71% of year has elapsed)

EXHIBIT 3 -ENTERPRISE FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	13,308,626	16.00%	13,943,848	16.84%	-0.83%	(635,223)
411 NATURAL GAS	304,225	15.15%	295,023	13.18%	1.97%	9,202
420 WATER & SEWER	2,605,447	17.23%	2,607,299	17.52%	-0.29%	(1,852)
423 STORMWATER	219,661	15.11%	237,150	16.46%	-1.35%	(17,489)
430 SANITATION	617,894	17.50%	582,731	16.34%	1.16%	35,163
440 GOLF COURSE	556,064	24.46%	478,123	21.90%	2.56%	77,941
TOTAL REVENUES	\$ 17,611,917	16.38%	\$ 18,144,175	16.94%	-0.56%	\$ (532,257)

ENTERPRISE FUND REVENUES TO DATE CURRENT YEAR VS PRIOR YEAR



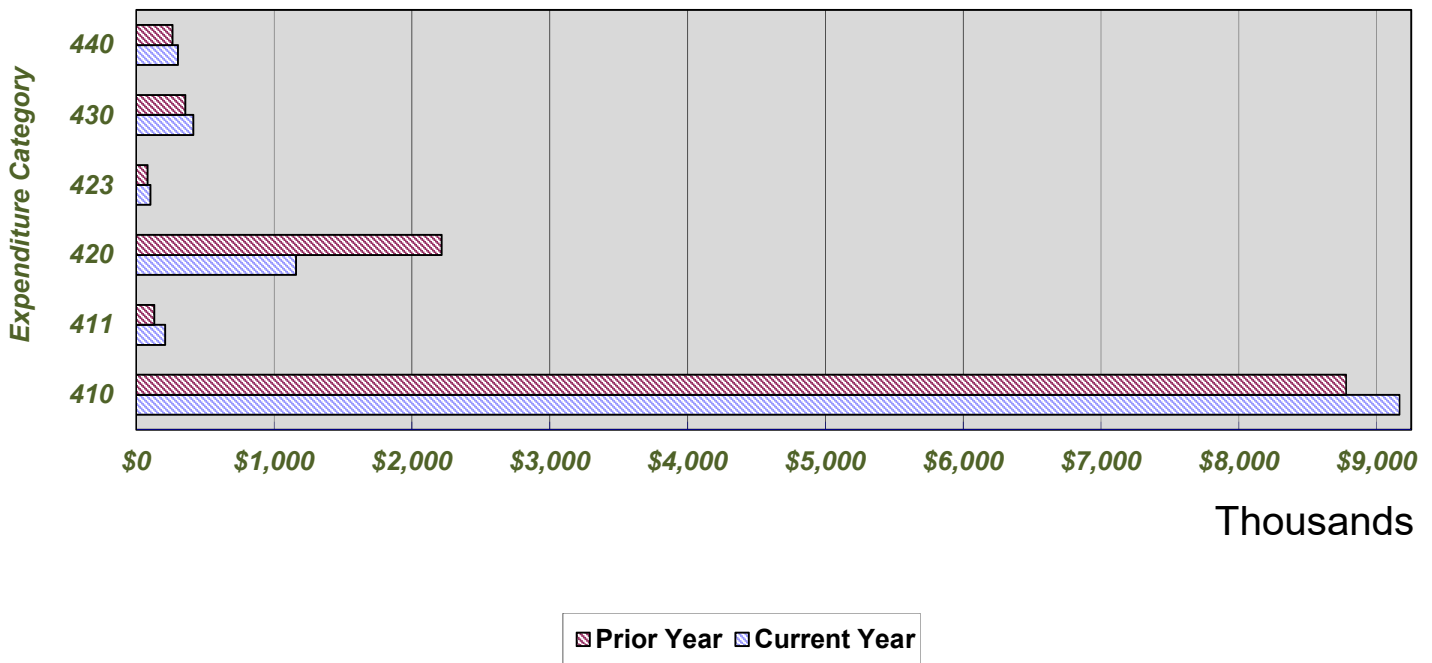


Summary Budget Expenditure Report
November 30, 2021
(16.71% of year has elapsed)

EXHIBIT 4 - ENTERPRISE FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	9,166,232	10.18%	8,776,515	9.78%	0.40%	389,717
411 NATURAL GAS	211,603	10.01%	131,005	6.78%	3.23%	80,598
420 WATER & SEWER	1,159,715	5.43%	2,217,271	12.89%	-7.46%	(1,057,556)
423 STORMWATER	103,660	3.87%	82,500	4.21%	-0.34%	21,160
430 SANITATION	414,148	10.08%	355,993	9.02%	1.06%	58,155
440 GOLF COURSE	303,718	13.29%	264,481	12.17%	1.13%	39,237
TOTAL EXPENDITURES	\$ 11,359,075	9.26%	\$ 11,827,764	10.11%	-0.85%	\$ (468,689)

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



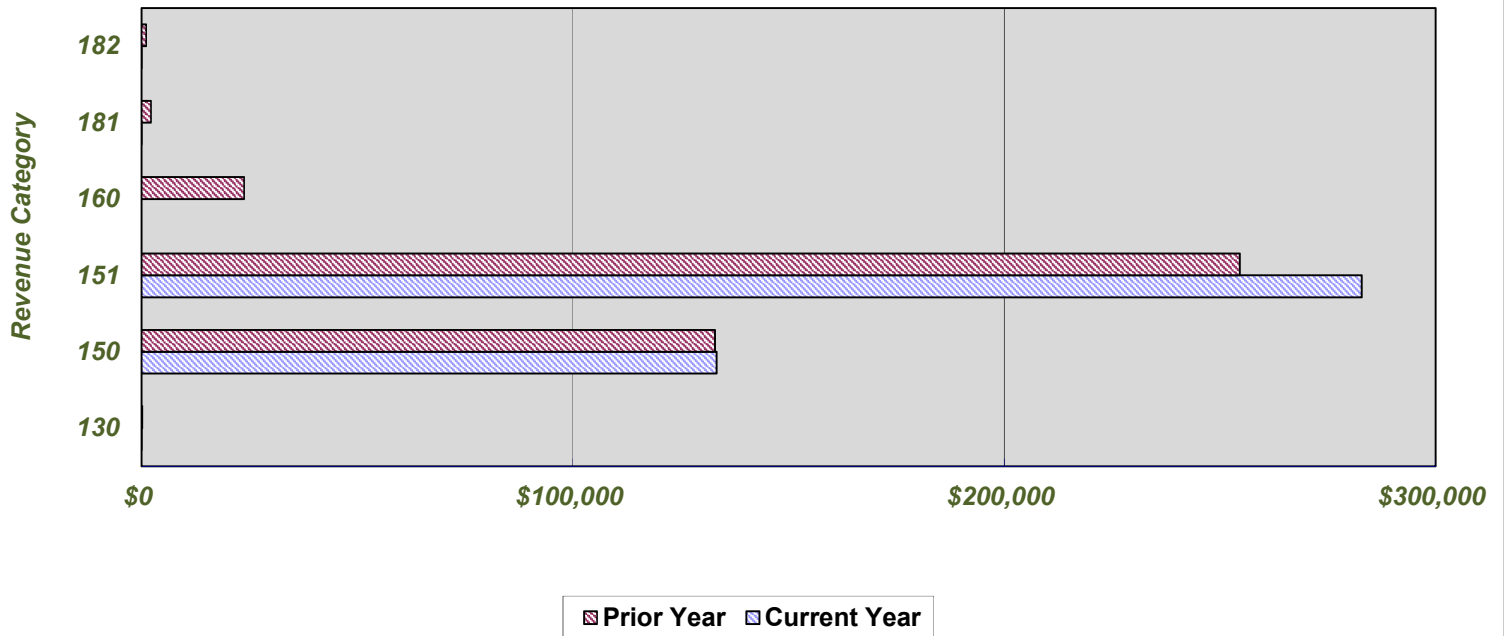


Summary Budget Revenue Report
November 30, 2021
(16.71% of year has elapsed)

EXHIBIT 5 -SPECIAL REVENUE FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	(2,868)	-0.76%	143	0.04%	-0.80%	(3,011)
150 LOCAL OPTION GAS TAX	133,325	16.76%	132,888	16.28%	0.48%	437
151 INFRASTRUCTURE SURTAX	282,885	19.95%	254,590	18.44%	1.51%	28,295
160 COMMUNITY DEV. BLK. GRANT	-	0.00%	23,728	16.71%	-16.71%	(23,728)
181 DOWNTOWN INCREMENT FUND	(39,440)	-0.52%	2,204	0.03%	-0.55%	(41,644)
182 SOUTHEND INCREMENT FUND	(27,405)	-1.02%	1,076	0.04%	-1.06%	(28,481)
TOTAL REVENUES	\$ 346,497	2.65%	\$ 414,629	3.28%	-0.63%	\$ (68,132)

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



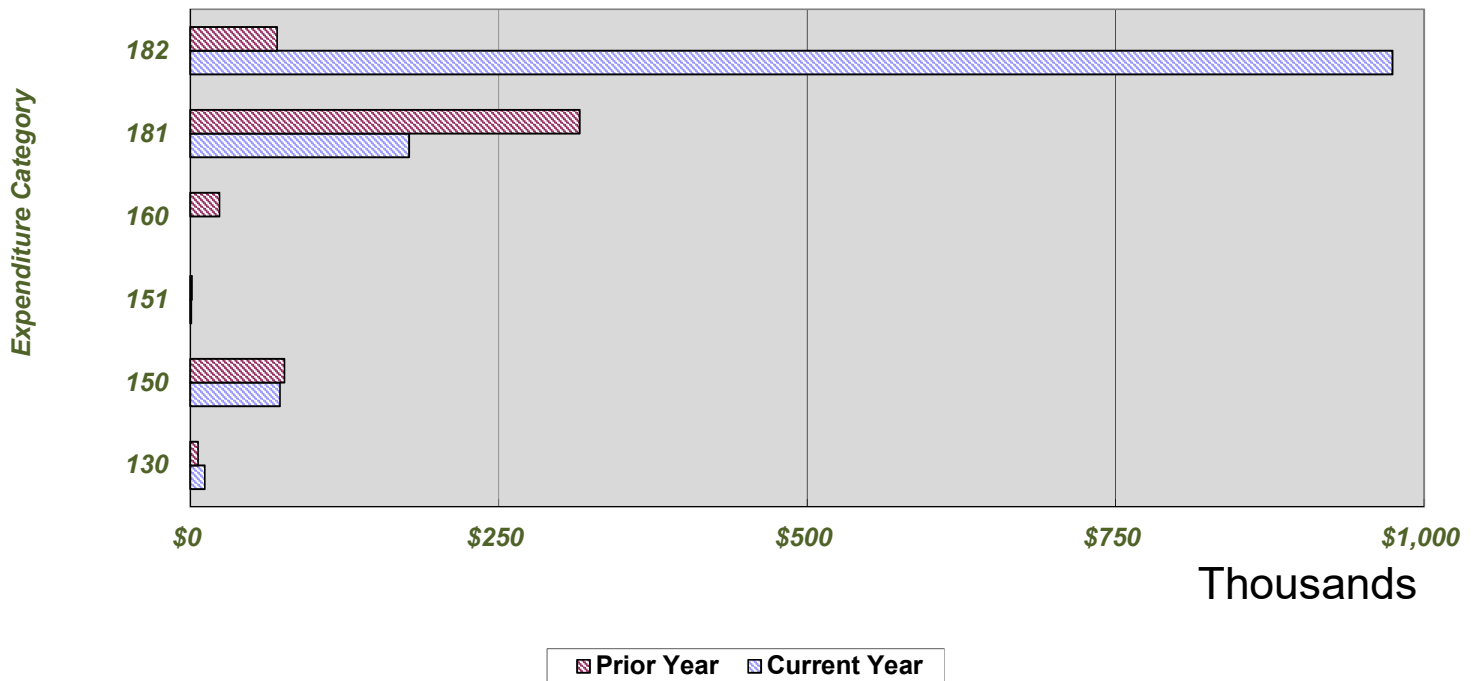


Summary Budget Expenditure Report
November 30, 2021
(16.71% of year has elapsed)

EXHIBIT 6 - SPECIAL REVENUE FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	11,637	2.03%	6,306	3.21%	-1.18%	5,331
150 LOCAL OPTION GAS TAX	72,601	9.06%	76,370	9.63%	-0.57%	(3,770)
151 INFRASTRUCTURE SURTAX	762	0.06%	1,409	0.16%	-0.10%	(647)
160 COMMUNITY DEV. BLK. GRANT	-	0.00%	23,728	16.71%	-16.71%	(23,728)
181 DOWNTOWN INCREMENT FUND	177,226	1.82%	315,501	7.70%	-5.88%	(138,275)
182 SOUTHEND INCREMENT FUND	974,517	8.18%	70,315	2.05%	6.13%	904,202
TOTAL EXPENDITURES	\$ 1,236,743	5.05%	\$ 493,629	5.16%	-0.11%	\$ 743,114

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





Summary Budget Report
November 30, 2021
(16.71% of year has elapsed)

EXHIBIT 7 - SUMMARY REVENUES AND EXPENDITURES

Fund Name	Budgeted Revenues Fiscal Year 2022	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/ (Unfavorable)
001 General Fund	24,935,609	4,167,321	4,126,581	(40,740)
130 Convention Development Tax	375,179	62,701	(2,868)	(65,569)
150 Local Option Gas Tax	795,610	132,965	133,325	360
151 Infrastructure Surtax	1,417,833	236,953	282,885	45,932
160 Community Dev. Blk. Grant	142,000	23,732	-	(23,732)
181 Downtown Increment Fund	7,650,521	1,278,580	(39,440)	(1,318,020)
182 Southend Increment Fund	2,693,245	450,104	(27,405)	(477,509)
410 Electric Utility	83,159,691	13,897,921	13,308,626	(589,295)
411 Natural Gas Utility	2,007,643	335,524	304,225	(31,299)
420 Water & Sewer Utility	15,118,502	2,526,654	2,605,447	78,793
423 Storm Water Management	1,453,336	242,886	219,661	(23,225)
430 Sanitation Fund	3,529,867	589,923	617,894	27,971
440 Golf Course Fund	2,273,503	379,955	556,064	176,109
460 Leased Facilities Fund	762,177	127,378	114,971	(12,407)
500 Internal Service Funds	13,622,837	2,276,693	2,075,675	(201,018)
Total Revenues	\$ 159,937,553	\$ 26,729,290	\$ 24,275,641	\$ (2,453,648)

Fund Name	Budgeted Expenditures Fiscal Year 2022	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/ (Unfavorable)
001 General Fund	25,057,752	4,187,734	3,747,767	439,967
130 Convention Development Tax	573,719	95,882	11,637	84,245
150 Local Option Gas Tax	801,509	133,951	72,601	61,350
151 Infrastructure Surtax	1,314,106	219,618	762	218,856
160 Community Dev. Blk. Grant	142,000	23,732	-	23,732
181 Downtown Increment Fund	9,732,253	1,626,486	177,226	1,449,260
182 Southend Increment Fund	11,914,518	1,991,193	974,517	1,016,676
410 Electric Utility	90,070,229	15,052,833	9,166,232	5,886,601
411 Natural Gas Utility	2,113,227	353,169	211,603	141,566
420 Water & Sewer Utility	21,361,570	3,570,016	1,159,715	2,410,301
423 Storm Water Management	2,677,429	447,461	103,660	343,801
430 Sanitation Fund	4,108,447	686,617	414,148	272,469
440 Golf Course Fund	2,284,854	381,852	303,718	78,135
460 Leased Facilities Fund	871,513	145,650	202,290	(56,640)
500 Internal Service Funds	13,673,250	2,285,118	1,790,779	494,339
Total Expenditures	\$ 186,696,374	\$ 31,201,312	\$ 18,336,654	\$ 12,864,658

Fund Name	Net Income (Loss)	Net Variance Favorable/ (Unfavorable)
001 General Fund	378,815	399,228
130 Convention Development Tax	(14,505)	18,676
150 Local Option Gas Tax	60,724	61,710
151 Infrastructure Surtax	282,123	264,788
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	(216,666)	131,240
182 Southend Increment Fund	(1,001,922)	539,167
410 Electric Utility	4,142,394	5,297,306
411 Natural Gas Utility	92,622	110,267
420 Water & Sewer Utility	1,445,731	2,489,094
423 Storm Water Management	116,002	320,576
430 Sanitation Fund	203,746	300,441
440 Golf Course Fund	252,346	254,243
460 Leased Facilities Fund	(87,319)	(69,047)
500 Internal Service Funds	284,896	293,321
Total	\$ 5,938,988	\$ 10,411,010



Cash and Investments by Fund

November 30, 2021

INVESTMENT HOLDER	TYPE	FACE AMOUNT	MARKET VALUE
Salem Mutual Fund	Portfolio	68,259,056	68,259,056
Sawgrass Asset Management	Portfolio	27,661,706	27,661,706
Wells Capital	Portfolio	18,635,780	18,635,780
JPMCB - Strategic Property Fund	Portfolio	5,839,740	5,839,740
TOTAL PENSION FUNDS 611, 612 and 613			\$120,396,282
TOTAL INVESTMENTS			\$120,396,282
State Board of Administration	Pool	22,154,648	22,154,648
Florida Trust	Pool	19,092,368	19,092,368
FMIT 0-2 Yr High Quality Bond Fund	Pool	12,676,586	12,676,586
Bank of America	Cash	40,689,034	40,689,034
Sawgrass Asset Management	Portfolio	44,434,084	44,434,084
Galliard Capital Management	Portfolio	42,464,828	42,464,828
Garcia Hamilton & Associates	Portfolio	42,539,379	42,539,379
TOTAL EQUITY IN POOLED CASH			\$224,050,927
Petty Cash	Cash	6,725	6,725
TOTAL CASH AND INVESTMENTS			\$344,453,934

Attorney Fees Paid During the Month

NAME	DESCRIPTION	FUNDING SOURCE	CHECK DATE	CHECK AMOUNT
Roper Law, P.A.	SLG Investments vs. COJB	General Fund	11/04/21	828
Lewis, Longman & Walker, P.A.	Pension Matters	General Fund	11/10/21	780
Lewis, Longman & Walker, P.A.	Special Magistrate	General Fund	11/18/21	2,000
Rogers Towers, P.A.	General Employee Relations	General Fund	11/18/21	323
Roper Law, P.A.	COJB - Planning & Dev General	General Fund	11/18/21	1,530
Sugarman, & Susskind, P.A.	Monthly Retainer	Pension Funds	11/18/21	2,550
Shepard, Smith, Kohlmyer & Hand, P.A.	General Matters / Charter Reivew	General Fund	11/24/21	5,965
TOTAL ATTORNEY FEES				\$13,976

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

www.jacksonvillebeach.org



Cash and Investments by Type

Fiscal Year to Date

November 30, 2021

Type of Investment	Beginning Balance 10/1/2021	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	Ending Balance 11/30/21	Weighted Net Return*
State Pooled Investment Fund	22,151,012	3,635	0	0	0	3,635	(0)	22,154,648	0.00%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	12,681,578	(4,992)	0	0	0	(4,992)	(0)	12,676,586	0.00%
Sawgrass Asset Management	44,639,915	127,246	(34,959)	(295,861)	(2,256)	(205,830)	0	44,434,084	-0.09%
Galliard Capital Management	42,652,431	77,007	(27,622)	(234,395)	(2,592)	(187,602)	0	42,464,828	-0.08%
Garcia Hamilton & Associates	42,538,492	18,872	(11,522)	(4,306)	(2,156)	887	(0)	42,539,379	0.00%
Florida Trust	19,091,550	819	0	0	0	819	(0)	19,092,368	0.00%
Operating Cash: Bank of America	33,986,437	12,534	0	0	(26,710)	(14,176)	6,716,774	40,689,034	-0.01%
Petty Cash	6,725	0	0	0	0	0	0	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	217,748,139	235,120	(74,103)	(534,562)	(33,715)	(407,260)	6,716,774	224,057,652	-0.18%
Pension: Salem Mutual Fund	66,984,250	67,208	0	1,207,598	0	1,274,806	0	68,259,056	1.08%
Pension: Sawgrass Asset Mgt	27,641,190	66,930	273	(41,433)	(5,253)	20,516	0	27,661,706	0.02%
Pension: Wells Capital	18,231,624	8,415	634,630	(210,521)	(28,368)	404,156	0	18,635,780	0.34%
Pension: JPMCB - Strategic Property Fund	5,782,110	0	0	57,630	0	57,630	(0)	5,839,740	0.05%
TOTAL PENSION INVESTMENTS	118,639,174	142,552	634,903	1,013,275	(33,621)	1,757,108	0	120,396,282	1.48%
TOTAL CASH AND INVESTMENTS	\$336,387,312	\$377,673	\$560,799	\$478,713	(\$67,336)	\$1,349,848	\$6,716,774	\$344,453,934	

*Fiscal year to date



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

CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopouls, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	11/16/2021
SUBJECT:	Assignment and Assumption Agreement for Professional Engineering Services

BACKGROUND

On September 1, 2021, Fred Wilson & Associates, Inc. (FW), was acquired by Chen Moore and Associates, Inc. (CM). The original Agreement for Professional Engineering Services for RFP No. 10-1920 did not provide for transfer or assignment of the Agreement; however, the Confidentiality Contract did state that any assignment would first require written consent by the City.

The Attachment Assignment and Assumption Agreement transfers and assigns FW's right, title, and interest in and to the Agreement for Professional Engineering Services and Confidentiality Contract (collectively, Assigned Contract) to CM and provides that CM accepts such assignment and assumes all of FW's rights, duties, liabilities, and obligations under the Assigned Contract for the remainder of the five-year contract term, which expires on December 21, 2025.

Because the acquisition was an asset sale, FW still exists and is handling all client contracts under a Management Services Agreement with CM until the agreement expires.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve/Disapprove the Assignment and Assumption Agreement assigning the Agreement for Professional Engineering Services for RFP No. 10-1920 and the Confidentiality Contract signed in conjunction therewith entered into by Fred Wilson & Associates, Inc., to Chen Moore and Associates, Inc.

ATTACHMENTS

1. Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (hereinafter "Agreement") dated as of _____, 2021 ("Effective Date"), is entered into by and between FRED WILSON & ASSOCIATES, INC., a Florida corporation, with offices located at 3970 Hendricks Avenue, Jacksonville, FL 32207 ("Assigning Party"), and CHEN MOORE AND ASSOCIATES, INC., a Florida corporation, with offices located at 500 West Cypress Creek Road, Suite 630, Fort Lauderdale, FL 33309 ("Assuming Party"), and THE CITY OF JACKSONVILLE BEACH d/b/a BEACHES ENERGY SERVICES, a Florida municipal corporation, with offices located at 11 North Third Street, Jacksonville Beach, FL 32250 ("Remaining Party").

WHEREAS, Assigning Party desires to assign to Assuming Party all of its rights and delegate to Assuming Party all of its obligations under the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (RFP NO. 10-1920) and the CONFIDENTIALITY CONTRACT signed in conjunction therewith attached hereto as Exhibit A (collectively, "Assigned Contract"), a valid contract; and

WHEREAS, Assuming Party desires to accept such assignment of rights and delegation of obligations under the Assigned Contract; and

WHEREAS, Remaining Party desires to release Assigning Party from its obligations under the Assigned Contract and substitute Assuming Party as a party to the Assigned Contract in Assigning Party's place.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment and Assumption.

1.1 Assignment. Assigning Party irrevocably sells, assigns, grants, conveys, and transfers to Assuming Party all of Assigning Party's right, title, and interest in and to the Assigned Contract.

1.2 Assumption. Assuming Party unconditionally accepts such assignment and assumes all of Assigning Party's rights, duties, liabilities, and obligations under the Assigned Contract, and agrees to pay, perform, and discharge, as and when due, all of the obligations of Assigning Party under the Assigned Contracts accruing before, on, and after the Effective Date.

Section 2. Novation.

2.1 Release. Despite anything to the contrary in the Assigned Contract, Remaining Party releases and forever discharges Assigning Party from all further obligations arising under the Assigned Contract, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims, and demands whatsoever that Remaining Party has or may have against Assigning Party on and after the Effective Date. Nothing herein, however, shall operate to release Assigning Party of any liabilities or obligations due to be performed prior to the Effective Date.

2.2 Despite anything to the contrary in the Assigned Contract, Assigning Party releases and forever discharges Remaining Party, as well as its officials, officers, employees, agents, and representatives, from all further obligations arising under the Assigned Contract, and from all manner of actions Assigning Party has or may have against Remaining Party prior to, on, or after the Effective Date.

2.3 Substitution. The parties hereto intend that this Agreement also constitutes a novation and that the Assuming Party be substituted for the Assigning Party in the Assigned Contract. Remaining Party recognizes Assuming Party as Assigning Party's successor-in-interest in and to the Assigned Contract. By this Agreement, Assuming Party becomes entitled to all right, title, and interest of Assigning Party in and to the Assigned Contract inasmuch Assuming Party is the substituted party to the Assigned Contract as of the Effective Date. Remaining Party and Assuming Party shall be bound by the terms of the Assigned Contract in every way as if Assuming Party is named in the novated Assigned Contracts in place of Assigning Party as if Assuming Party is named in place of Assigning Party as a party thereto.

Section 3. Representations and Warranties.

3.1.1 Assigning Party. Assigning Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the state in which it is organized or incorporated, and authorized to do business in the State of Florida.

3.1.2 Assigning Party represents and warrants it is qualified and licensed to do business and in good standing in every jurisdiction where such qualification and licensing is required for purposes of the Assigned Contract.

3.1.3 Assigning Party represents and warrants it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

3.1.4 Assigning Party represents and warrants that it has taken all necessary corporate action to authorize the execution of this Agreement by its representative(s) whose signature(s) are set forth at the end of the Agreement.

3.1.5 Assigning Party represents and warrants that when it is executed, this Agreement will constitute the legal, valid, and binding obligation of Assigning Party, enforceable against it in accordance with its terms and not subject to defenses.

3.1.6 Assigning Party represents and warrants it is the sole legal and beneficial owner of all the rights under the Assigned Contracts on the Effective Date, free and clear of any lien, security interest, charge, or encumbrance.

3.1.7 Assigning Party represents and warrants that the Assigned Contract has not been amended or modified as of the Effective Date.

3.1.8 Assigning Party represents and warrants that the Assigned Contract is in full force and effect on the Effective Date, and that no event or condition has occurred that is, or with notice or passage of time would be, an event of default or termination under any of the Assigned Contract; and that to its knowledge, there are no material disputes pending,

threatened, or foreseeable, that is or may be related to any rights or obligations transferred by this Agreement.

3.1.9 Assigning Party represents and warrants it has performed or will perform all of its obligations under the Assigned Contract that are required to be performed on or before the Effective Date.

3.2 Assuming Party. Assuming Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the state in which it is organized or incorporated, and authorized to do business in the State of Florida.

3.2.1 Assuming Party represents and warrants that it is qualified and licensed to do business and in good standing in every jurisdiction where such qualification and licensing is required for purposes of the Assigned Contract.

3.2.2 Assuming Party represents and warrants that it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

3.2.3 Assuming Party represents and warrants that it has taken all necessary corporate action to authorize the execution of this Agreement by its representative(s) whose signature(s) are set forth at the end of the Agreement.

3.2.4 Assuming Party represents and warrants that when it is executed, this Agreement will constitute the legal, valid, and binding obligation of Assuming Party, enforceable against it in accordance with its terms and not subject to defenses.

3.2.5 Assuming Party represents and warrants that it is the sole and legal beneficial owner of all rights under the Assigned Contract on the Effective Date, free and clear of any lien, security interest, charge or encumbrance.

3.2.6 Assuming Party represents and warrants that the Assigned Contract has not been amended or modified as of the Effective Date.

3.2.7 Assuming Party further represents and warrants that the Assigned Contract is in full force and effect on the Effective Date, and that no event or condition has occurred that is, or with notice or passage of time would be, an event of default or termination under the Assigned Contract; and that to its knowledge there are no material disputes pending, threatened, or foreseeable, that is or may be related to any rights or obligations transferred by this Agreement.

3.2.8 Assuming Party represents and warrants that it has performed or will perform all of its obligations under the Assigned Contract that are required to be performed on or before the Effective Date.

Section 4. Indemnification.

4.1 Subject to the terms and conditions set forth herein, Assuming Party and Assigning Party (collectively herein "Indemnifying Party") shall indemnify, hold harmless, and defend each other and their respective officers, directors, managers, members, shareholder, employee, agents, contractors and successors in interest and assigns (collectively "Indemnified

Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fine, costs, or expenses of whatever kind, including actual or reasonable attorneys' fees, that are incurred by Indemnified Party or awarded against Indemnified Party in a final judgment (collectively, "loss(es)") relating to or arising out of or resulting from any third-party claim, action, cause of action, demand, lawsuit, arbitration, mediation, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise (collectively, "Claim") which alleges a breach non-fulfillment of any covenant set forth herein, any negligence or more culpable act or omission, including any reckless or willful misconduct, of the Indemnifying Party or any of its representatives in connection with the performance of its obligations under this Agreement, and/or failure by Indemnifying Party to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

Section 5. Miscellaneous.

5.1 **Further Assurances.** On the other party's reasonable request, each party shall, at its sole expense, execute and deliver all such further documents and instruments deemed necessary to give full effect to this Agreement.

5.2 **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

5.3 **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Further, on such determination that any term or other provision is invalid, illegal, or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

5.4 **Entire Agreement.** This Agreement, together with any exhibit or schedule attached hereto, is the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

5.5 **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by any party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

5.6 **Amendment and Modification.** No amendment to rescind, terminate, or discharge this Agreement is effective unless it is in writing and signed by each party hereto.

TITLE: Assignment of Agreement for Professional
Engineering Services (RFP No. 10-1920)

Term: 5 Years

End Date: December 21, 2025

5.7 Further Assignment and Change of Control.

5.7.1 Assuming Party shall make no assignment of its rights or obligations under this Agreement or the Assigned Contract without first obtaining the written consent of Remaining Party, which may be granted or withheld at Remaining Party's sole discretion.

5.7.2 There shall be no change in Assuming Party's direct or indirect legal or factual control without first obtaining the written consent of Remaining Party.

5.7.3 Neither this Agreement, the Assigned Contract, nor any portion thereof, shall be assigned except with the prior written consent of Remaining Party, which may be granted or withheld at Remaining Party's sole discretion.

5.7.4 No assignment or subcontract shall, under any circumstances, relieve Assuming Party of the liabilities and obligations under the Assigned Contract, and despite any such assignment, Remaining Party shall deal through Assuming Party. Subcontractors shall be dealt with as employees and representatives of Assuming Party and, as such, will be subject to the same requirements as to character and competence as are other employees of Assuming Party.

5.8 Governing Law. This Agreement shall be construed pursuant to, and governed exclusively by, the laws of the State of Florida, without giving effect to the conflict of laws provision which would require or otherwise permit for the application of the laws of a jurisdiction other than those of the State of Florida. Assigning Party and Assuming Party agree to the personal jurisdiction of the State of Florida, and further agree that venue shall be a court of competent jurisdiction of Duval County, Florida.

5.9 Notices. As contemplated in section 10 of the Confidentiality Contract, each party giving or making any notice, request, demand, or other communication shall give notice in writing as specified therein at the address listed below:

If to BES: Beaches Energy Services
 Attn: Don Cuevas
 1460 Shetter Avenue
 Jacksonville Beach, FL 32250

With a copy to: City Attorney
 City of Jacksonville Beach
 11 North Third Street
 Jacksonville Beach, FL 32250

If to Engineer: Chen Moore and Associates, Inc.
 Attn: Thomas Gardner
 Vice President - Electrical
 3970 Hendricks Avenue
 Jacksonville, FL 32207

TITLE: Assignment of Agreement for Professional
Engineering Services (RFP No. 10-1920)

Term: 5 Years

End Date: December 21, 2025

5.10 Parties Bound. This Agreement shall be binding on all of the parties and their respective assigns and successors-in-interest.

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

[SIGNATURE PAGE(S) FOLLOW]

TITLE: Assignment of Agreement for Professional
Engineering Services (RFP No. 10-1920)

Term: 5 Years

End Date: December 21, 2025

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

FRED WILSON & ASSOCIATES, INC. (ASSIGNING PARTY)

By: _____

William E. Wilson, Jr., Exec. VP

Print Name/Title

Attest: _____

Secretary

TITLE: Assignment of Agreement for Professional
Engineering Services (RFP No. 10-1920)

Term: 5 Years

End Date: December 21, 2025

CHEN MOORE AND ASSOCIATES, INC. (ASSUMING PARTY)

By: _____

Peter Moore- President

Print Name/Title

Attest: _____

Secretary

TITLE: Assignment of Agreement for Professional
Engineering Services (RFP No. 10-1920)

Term: 5 Years

End Date: December 21, 2025

CITY OF JACKSONVILLE BEACH, FLORIDA (REMAINING PARTY)

ATTEST:

By: Sheri Gosselin, City Clerk

By: Christine Hoffman, Mayor

By: Michael Staffopoulos, City Manager

CONTRACT AGREEMENT FOR CITY RFQ 10-1920
City of Jacksonville Beach, Beaches Energy Services
Effective Date: **December 21, 2020**

TITLE: **Engineering Services for Beaches Energy Services**
ENGINEER: **Fred Wilson & Associates, Inc.**
Term: 5 years
End Date: **December 21, 2025**

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into on **December 21, 2020**, by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida ("CITY"), and Fred Wilson & Associates, Inc. ("ENGINEER"):

WITNESSETH:

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

Article 1. Scope of Engineering Services

ENGINEER shall provide engineering support services to Beaches Energy Services ("BES") as specified or indicated in the Contract Documents, which includes the RFQ No. 10-1920, all Addenda, and ENGINEER's response to the RFQ, and/or on projects as designated by BES. The Work is generally described as follows:

**RFQ No. 10-1920 Engineering Services for Beaches Energy Services
for a period of five years from the effective date of this Agreement.**

All services shall be performed in accordance with and pursuant to a purchase order or task order which will be issued to ENGINEER for the given scope of work assignment as determined by and designated by BES.

Article 2. CITY's Responsibility

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

Article 3. Terms of Agreement

This Agreement shall be effective from the date of City Council action, **December 21, 2020**, and will continue in effect through five years ending on **December 21, 2025**.

Article 4. Nonexclusive Contract

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with ENGINEER. This Agreement shall not restrict the CITY from acquiring similar, equal, or like goods and/or services from other entities or sources. There is no guaranteed amount of work.

CONTRACT AGREEMENT FOR CITY RFQ 10-1920
City of Jacksonville Beach, Beaches Energy Services
Effective Date: **December 21, 2020**

TITLE: **Engineering Services for Beaches Energy Services**
ENGINEER: **Fred Wilson & Associates, Inc.**
Term: 5 years
End Date: **December 21, 2025**

Article 5. Payment to ENGINEER

ENGINEER agrees to provide services as described in the CONTRACT DOCUMENTS and **RFQ No. 10-1920** and to comply with the terms therein.

- 5.1 *For Basic Services:* The CITY shall pay ENGINEER for Contractual Services performed or furnished under **Attachment A: RFQ No. 10-1920 Engineering Services for Beaches Energy Services**. The professional fees billing rates shall be in accordance with ENGINEER's Standard Rate Schedule, which may be revised at the end of each year. The ENGINEER shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the ENGINEER or its sub-consultants, or both.
- 5.2 *For Additional Services:* Notwithstanding the scope of work enumerated in **Attachment A: RFQ No. 10-1920 Engineering Services for Beaches Energy Services**, ENGINEER will, upon written request from the CITY, provide any and all other additional services normally falling within the services offered by ENGINEER. In advance of performance of additional services, the CITY and ENGINEER shall agree in writing to the additional services and negotiated price, consistent with the type of services requested.
- 5.3 *Reimbursable Expenses:* In addition to payments provided for in Sections 5.1 and 5.2, the CITY shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER as provided in ENGINEER's Standard Rate Schedule.

Expenses for all work and services performed as provided within this Agreement will be estimated in advance and submitted to the CITY for approval prior to performance. Furthermore, any expenses above the initial estimated expenses must be approved in advance by the CITY.

Custom photography and stock photograph expenses must be approved by the CITY, and must be billed on a project-basis.

All cash discounts received by ENGINEER from third-party suppliers will be credited to the CITY.

Payment for printed material shall be due 30 calendar days from date of invoicing.

In advance of performance of additional services, the CITY and ENGINEER shall agree in writing to the additional services and negotiated price, consistent with the type of services requested and confirmed as acceptable by the CITY.

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Effective Date: **December 21, 2020**

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ENGINEER: **Fred Wilson & Associates, Inc.**
Term: 5 years
End Date: **December 21, 2025**

5.4 *Invoices.*

- A. *Preparation of Invoices:* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices, as deemed acceptable to the CITY Finance Department, and will be submitted to the CITY by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth herein. Invoices are to be issued by the 10th of the month for services rendered in the previous month.
- B. *Payment of Invoices:* Invoices are due and payable within 30 days of receipt unless disputed.
- C. *Disputed Invoices:* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

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

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

Article 6. Opinions of Cost

ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's professional experience and represent ENGINEER's best judgment as an experienced and qualified professional engineer. ENGINEER does not guarantee that proposals, bids, or actual Construction Costs will not vary from ENGINEER's cost estimates or that actual schedules will not vary from ENGINEER's projected schedules.

Article 7. Times for Rendering Services

7.1 ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and contiguous progress of a Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services and in accordance with standard industry practices.

7.2 For purposes of this Agreement, the term "day" means a calendar day of 24 hours.

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Article 8. Standards of Performance

ENGINEER and the CITY shall comply with applicable laws, regulations, and CITY-mandated standards. This Agreement is based on these requirements as of its Effective Date and includes **Attachment A: RFQ No. 10-1920 Engineering Services for Beaches Energy Services**. Changes to these requirements after the Effective Date may be the basis for modifications to ENGINEER's scope of work, times of performance, or compensation. The ENGINEER shall maintain all necessary licenses, permits or other authorizations necessary to act as ENGINEER for the CITY until the ENGINEER's duties have been fully satisfied.

Article 9. ENGINEER as Independent Contractor

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

Article 10. Design Without Construction Phase Services

In the event the CITY provides construction phase services with either the CITY's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase.

Article 11. Ownership and Use of Documents

All drawings, specifications, and copies thereof shall remain the property of ENGINEER until final payment by the CITY, at which time the drawings and specifications shall become the property of the CITY. ENGINEER shall submit to the CITY, upon completion of a Project, two sets of final drawings and specification, and one set of electronic files in AutoCad. The CITY shall hold ENGINEER harmless from any future use of the drawings and specifications.

Article 12. Subcontracting

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

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Article 13. Authorized Project Representatives

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

Article 14. Right to Require Performance

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

Article 15. Extraordinary Occurrences

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

Article 16. Insurance

- 16.1 *Hold Harmless*: The CITY shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by ENGINEER's negligence, recklessness, or intentionally wrongful conduct.
- 16.2 *Loss Control/Safety*: Precaution shall be exercised at all times by ENGINEER for the protection of all persons, employees, and property. ENGINEER shall comply with all laws, regulations, and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.
- 16.3 *Proof of Carriage of Insurance & Naming CITY as Additional Insured*. ENGINEER shall furnish the CITY with satisfactory proof of carriage of insurance required herein in the form of a certificate of insurance. ENGINEER shall name the City of Jacksonville Beach as additional insured on ENGINEER's, and any sub-consultant's or subcontractor's General Liability, Property, and Business Automobile Liability Insurance Policies. The

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additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by ENGINEER or its sub-consultants or subcontractors. The proof of carriage shall be required prior to commencement of any work under this Agreement.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. ENGINEER acknowledges that such stoppage will not shift responsibility for any damages from ENGINEER to the CITY. The CITY may order work to be stopped if the required insurances are not secured and in effect.

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

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

A. Workers Compensation Coverage is required.

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

ENGINEER and all sub-consultants shall also purchase any other coverage's required by law for the benefit of employees.

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

Commercial General Liability in Occurrence Form.

Coverage shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent contractors, products and complete operations.

Amounts:	\$1,000,000	each occurrence
		\$1,000,000 Aggregate

C. Business Auto Liability Coverage is required for ENGINEER and all Sub-consultants.

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

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

D. Professional Liability is required.

Amounts: \$1,000,000 per claim/aggregate

E. Excess or Umbrella Liability Coverage.

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

F. Claims Made Coverage – No Gap

If any of the required liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 12 months following completion of the contract. In the event of termination of a claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

G. Certificates of Insurance

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

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

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

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The City of Jacksonville Beach shall be named as an additional insured with respect to ENGINEER's insurance coverages except Workers' Compensation and Professional Liability.

ENGINEER shall require its subconsultants to be adequately insured.

ENGINEER shall provide to the CITY certificates of insurance including those naming the CITY as an additional insured.

Article 17. Termination

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

- 17.1 *For cause.* By either the CITY or ENGINEER upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or any purchase order or provisions of the Contract Documents through no fault of the terminating party.
- 17.2 *For convenience.* By the CITY, effective upon the delivery of written notice to ENGINEER. The CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

Article 18. Indemnification and Hold Harmless

- 18.1 ENGINEER covenants and agrees to indemnify and hold harmless the CITY, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of ENGINEER, its subcontractor(s) and other persons employed or utilized by ENGINEER in the performance of the contract.

The first \$10.00 of remuneration paid to ENGINEER is for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement.

The extent of liability is in no way limited to, reduced or lessened by the insurance requirements contained elsewhere within the Agreement. This indemnification shall survive the expiration or early termination of the Agreement. Nothing herein shall constitute a waiver of the limitations, protections, and rights enjoyed by the City under Section 768.28, Florida Statutes.

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Article 19. Notices

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

Article 20. Survival

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

Article 21. Severability

Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 22. Waiver

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

Article 23. Contract Documents

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

This Agreement for Professional Engineering Services, including ENGINEER's Standard Rate Schedule incorporated herein by reference.

Attachment A: RFQ No. 10-1920 Engineering Services for Beaches Energy Services in total.

Attachment B: Bid Proposal Packet submitted by ENGINEER in response to Attachment A: RFQ No. 10-1920 Engineering Services for Beaches Energy Services.

Article 24. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this

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agreement. In the event of litigation arising out of this agreement, the prevailing party shall be entitled to the award of attorney's fees and costs at both the trial and appellate level.

The parties agree to meet and confer to negotiate all disputes between them in good faith for a period of thirty (30) calendar days from the date of notice prior to exercising their individual rights under other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

Article 25. Materials and Services

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

Expenses for all work and services performed as provided within this Agreement will be estimated in advance and submitted to the CITY for approval prior to performance. Furthermore, any expenses above the initial estimated expenses must be approved in advance by the CITY.

Custom photography and stock photograph expenses must be approved by the CITY, and must be billed on a project-basis.

All cash discounts received by the ENGINEER from third-party suppliers will be credited to the CITY.

Payment for printed material shall be due 30 calendar days from date of invoicing.

Article 26. Ownership of Materials

All completed material created or produced by ENGINEER and accepted by the CITY shall become the property of the CITY upon receipt by ENGINEER of payment in full for the services rendered by ENGINEER.

Article 27. Miscellaneous Charges

ENGINEER shall not charge the CITY for telephone charges, ordinary copying charges, ordinary postage, or other minor expenses.

Article 28. General Terms

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

It is agreed that all materials and information furnished to ENGINEER by the CITY or to the CITY by ENGINEER shall remain confidential, except to the extent that such materials and information

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have become a matter of public record, and such materials and information shall not be divulged except as required under this Agreement or by the Laws of the State of Florida.

Article 29. Complete Agreement

This Agreement constitutes the entire and complete agreement between the CITY and ENGINEER and supersedes all prior written or oral understandings between the parties. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written agreement signed by both parties.

Article 30. Maintenance of Records and Right to Audit

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

30.2 *Right to Audit*

A. Availability of Records. The records of the parties to this Agreement relating to a Work Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by the CITY to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in the CITY's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by the CITY's representative and/or agents of the CITY. The CITY may also conduct verifications such as, but

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not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and ENGINEER's representatives. All records shall be kept for ten (10) years after Final Completion.

B. PUBLIC RECORDS LAW CHAPTER 119 FLORIDA STATUTES

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAURIE SCOTT, CITY CLERK, CITY OF JACKSONVILLE BEACH, 11 N. 3RD STREET, JACKSONVILLE BEACH, FLORIDA 32250, OFFICE: (904) 247-6299, EMAIL ADDRESS: LSCOTT@JAXBCHFL.NET.

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

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

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a format that is compatible with the information technology systems of the public agency.

Article 31. Public Entities Crimes (§287.133, Florida Statutes)

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

By signing this Agreement, ENGINEER represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, ENGINEER further represents that there has been no determination, based on an audit, that it or any sub-consultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether ENGINEER has been placed on the convicted vendor list.

Article 32. Limitations of Liability and Agreed Remedies

Waiver of Certain Damages. Whether or not advised of the possibility of such damage or cost, whether or not such damage or cost was or could be reasonably foreseeable, and regardless of the cause or theory asserted, CITY and ENGINEER mutually waive and release all rights, claims, and recovery for consequential, incidental, indirect, special, punitive, and/or exemplary damages, costs, and liabilities (including without limitation, any damages resulting from loss of use, sales, revenue, income, profit, financing, future business, productivity, delay, rent and reputation, hold over, diminution of value, and other speculative damages) of every kind and type resulting from this Agreement, Services, and the construction of the Project. The parties intend for this waiver to have the broadest possible application.

Limitation of Liability. ENGINEER's maximum aggregate liability to CITY for any and all claims, liabilities, damages, losses, costs and judgments and the like arising out of this Agreement, the Services, and the construction of the Project is absolutely limited to the amount of fee actually paid to ENGINEER for the Project giving rise to the claims, liabilities, damages, losses, costs and

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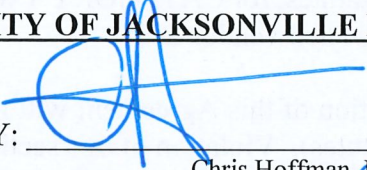
TITLE: **Engineering Services for Beaches Energy Services**
ENGINEER: **Fred Wilson & Associates, Inc.**
Term: 5 years End Date: **December 21, 2025**

judgments against ENGINEER. Nothing herein shall constitute a waiver of the limitations, protections, and rights enjoyed by the City or by the District under Section 768.28, Florida Statutes.

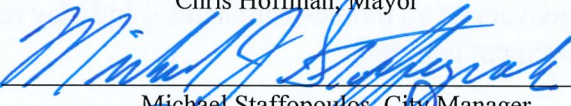
PURSUANT TO SECTION 558.0035, F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF DESIGNER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED.

IN WITNESS WHEREOF, this Agreement was made and entered into as of the last signature date shown below and has an Effective Date of **December 21, 2020** (Article 3).

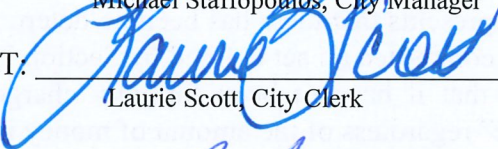
CITY OF JACKSONVILLE BEACH, FLORIDA

BY: 
Chris Hoffman, Mayor

Date Signed: 1/19/21

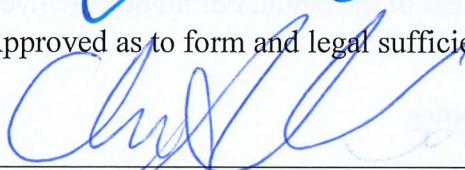
BY: 
Michael Staffopoulos, City Manager

Date Signed: 01/15/21

ATTEST: 
Laurie Scott, City Clerk

Date Signed: 1/20/21

Approved as to form and legal sufficiency:


Chris Ambrosio, City Attorney

FRED WILSON & ASSOCIATES, INC.

BY: _____

PRINTED NAME: William E. Wilson, Jr.

TITLE: Executive Vice President

Date Signed: _____

(CORPORATE SEAL)

ATTEST: _____

Date Signed: _____

PRINTED NAME: _____

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Effective Date: **December 21, 2020**

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ENGINEER: **Fred Wilson & Associates, Inc.**
Term: 5 years End Date: **December 21, 2025**

AGENT FOR SERVICE OF PROCESS

CITY OF JACKSONVILLE BEACH, FL:

FRED WILSON & ASSOCIATES, INC.:

Address for Giving Notices:

Address for Giving Notices:

City of Jacksonville Beach

Fred Wilson & Associates, Inc.

Beaches Energy Services

3970 Hendricks Avenue

1460A Shetter Avenue

Jacksonville, Florida 32207

Jacksonville Beach, Florida 32250

Designated Representative:

Designated Representative:

Name: Allen Putnam

Name: William E. Wilson, Jr.

Title: Director of Beaches Energy Services

Title: Executive Vice President

Phone Number: (904) 247-6241

Phone Number: (904) 398-8636

City of Jacksonville Beach

Date: 08/24/2020

RFQ #: 10-1920

Engineering Services for Beaches Energy Services



City of Jacksonville Beach

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



REQUEST FOR QUALIFICATIONS

RFQ Number:	10-1920
RFQ Title:	Engineering Services for Beaches Energy Services

Submittal Deadline	
Day:	Wednesday
Date:	September 9, 2020
Time:	2:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

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

RFQ Advertised	12-August-2020
Deadline to Submit Questions	28-August-2020
Addendum (if necessary) Issued	2-September-2020
Submission Deadline	9-September-2020
RFQ Opened	9-September-2020

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SECTION A: OVERVIEW

OVERVIEW

1. PURPOSE:

The City of Jacksonville Beach is seeking submittal of qualifications from Engineering firms interested in providing engineering support on projects for Beaches Energy Services. Fees will be negotiated utilizing the Consultant's Competitive Negotiation Act, Chapter 287.055, F.S., and a purchase order will be issued for the scope of work assigned under this contract.

Responses received to this RFQ will be evaluated and ranked by an Evaluation Committee in accordance with the process and evaluation criteria contained in Section D of this document.

2. RFQ DUE DATE: 2:00 PM WEDNESDAY SEPTEMBER 9, 2020

Subject to the terms and conditions specified in this **Request for Qualifications (RFQ)**, will be received until Wednesday, **September 9, 2020 at 2:00 p.m.**, and acknowledged publicly by the Property and Procurement Division, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250.

3. ELIGIBILITY:

The selected firm must have the capability, experience and licensing necessary to provide Engineering Services for Beaches Energy Services.

Responses will only be considered from firms which are regularly engaged in the business of providing and performing similar services requested in this solicitation, and who have verifiable evidence of a consistent satisfactory record of performance.

4. CONTRACT AWARD:

The City reserves the right to enter into a contract with the selected firm(s) that the City deems to offer the best overall qualifications and experience. In addition, the City Manager, as the City's representative, in his sole discretion, reserves the right to cancel this RFQ, to reject any and all responses, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City reserves the right to negotiate 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.

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

5. ANTICIPATED RFQ TIMELINE:

The **anticipated** schedule for this RFQ is as follows:

RFQ Advertised	12-August-2020
Deadline to Submit Questions	28-August-2020
Addendum (if necessary) Issued	2-September-2020
Submission Deadline	9-September-2020
RFQ Opened	9-September-2020

6. SUBMITTAL REQUIREMENTS:

Electronic response submission with the company name, RFQ number and title in the file name will be sent to:

https://cojbftp2.jaxbchfl.net/public/folder/gzma3o4nCU_WIcnoRwkDeA/RFQ%2010-1920
Password: K3J/f4fh

It is the respondent's responsibility to ensure that all files for the response are able to be received by the City. Completed responses to this RFQ will **only** be received electronically. The response should include One (1) PDF of the entire response with the required signatures. This will serve as the official submitted response.

Electronic submissions received after the posted due date and/or time will not be considered. Modifications received after the due date and/or letters of withdrawal received after the due date or after contract award, whichever is applicable, will not be considered.

No verbal interpretations will be made of any response documents. Requests for such interpretations shall be made via email to Purchasing@jaxbchfl.net at least seven (7) days prior to the RFQ opening date. Interpretation will be in the form of an addendum and issued to all respondents.

RFQ opening call – in information:

As authorized by the governor's executive order and due to the current restrictions and limitations for social distancing and gatherings surrounding the COVID-19 crisis, we are conducting a telephonic RFQ opening on Wednesday, September 9, 2020 at 2:00pm.

The Governor's Executive Order Number 20-69, addressing Local Government Public Meetings, states local government bodies may utilize communications media technology (CMT), as provided in section 120.54(5)(b)2., Florida Statutes.

The following CMT telephone options are available to listen to the September 9, 2020 RFQ opening.

Dial (for higher quality, dial a number based on your current location):

City of Jacksonville Beach

Date: 08/24/2020

RFQ #: 10-1920**Engineering Services for Beaches Energy Services**

US: +1(312)2630281
+1(470)8692200 (US East)
+1(646)3573664
+1(773)2319226 (US North)
+1(469)4450100 (US South)
+1(623)4049000 (US West)
+1(650)2424929
+1(720)9027700 (US Central)
+1(213)2505700
+1(346)9804201

Meeting ID: 149 493 7396

SECTION B: GENERAL PROVISIONS

GENERAL PROVISIONS

1.1 INSTRUCTIONS TO RESPONDENTS:

- **Technical provisions** that are **explicit** to this particular **Request for Qualifications Number 10-1920** are found in **SECTION C**, which begins on **page 21**.
- **The Minimal Response Package shall consist of the following:**

Respondent's company profile and submittal letter - A brief letter of intent that will include a description of the services to be provided and other relevant information.

Address all items in Section C: Specifications – 3.0 Scope of Services.

Form 1: Response Form

Form 2: RFQ Award Notice

Form 3: Required Disclosure

Form 4: Drug-Free Workplace Compliance

Form 5: Non-Collusion Affidavit

Form 6: Non-Bankruptcy Affidavit

Any additional information which may be pertinent.

All forms must be completely filled out, appropriately executed and submitted as part of the response package. These start on **page 31**.

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

1.2 TERMS AND CONDITIONS

- A. General. It is the purpose and intent of this Contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. Time for CITY Acceptance. Respondent shall honor its response for 90 days from the Submission Deadline date.
- C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. Extension of Contract. If the CITY should have a need to re-advertise for responses, the Contract resulting from this RFQ shall automatically be extended month-to-month past its term end date. This mandatory extension will allow the CITY to receive and assess responses, to award a new contract, and to ensure a smooth, cooperative and seamless

transition between consultants; to minimize impact and disruption to customers; and, to maintain public safety and health standards.

E. Award.

- 1) The CITY reserves the right to waive informalities, to reject any and all responses, in whole or in part, and to accept the response that in its judgment will best serve the interest of the CITY.
- 2) The CITY specifically reserves the right to reject any conditional response and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be submitted separately and no attempt shall be made to tie any item or items together.

F. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

G. Payments. The Consultant shall be paid, upon the submission of an invoice, the prices stipulated herein for articles delivered and accepted. Invoices must show a Purchase Order Number. Payments shall be made in conformance with the Florida Prompt Payment Act and after approval by the City Finance Department. Payment is contingent upon appropriation of funds by the City Council.

1.3 ADDITIONAL INFORMATION

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

1.4 ADDENDA TO THE RFQ

If any addenda are issued to this RFQ, a good faith attempt will be made to deliver a copy to each of those Respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFQ. However, prior to submitting a response, it shall be the responsibility of the Respondent to contact the CITY's Property and Procurement Division at Purchasing@jaxbchfl.net to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFQ. Respondents should either acknowledge receipt of such addendum(s) on their response, or attach such addendum(s) to their response. Additionally, all documents associated with this RFQ are available on the CITY's webpage:

<http://www.jacksonvillebeach.org/government/departments/finance/bidrfp-rfq-listings>

1.5 USE OF RESPONSE FORMS

All submittals must include the forms provided in Section F of this package. Failure to comply may preclude consideration of the submission. Supplemental information may be attached to these forms.

1.6 DEVIATIONS FROM REQUESTED PLAN

The Contract terms and conditions stipulated in this RFQ are those required by the CITY. Respondents are required to submit their responses, which comply with the request. Any deviations from the request should be clearly noted. Any deviation or incomplete response or nonresponse may be deemed as a nonconforming, nonresponsive RFQ.

1.7 CONFLICT WITH SPECIMEN CONTRACTS

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

1.8 ERRORS IN SUBMITTALS

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

1.9 LEGAL AND REGULATORY COMPLIANCE

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:

TELEPHONE NUMBER: 904-247-6250 EXT # 10

EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET

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

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

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

1.10 CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE

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

1.11 WAIVER/REJECTION OF RESPONSES

The CITY reserves the right to waive formalities or informalities in submissions and to reject any or all submittals or portions of submittals, or to accept any submittals or portions of submittals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the Respondent. The CITY reserves the right to reject all RFQs and re-advertise a new RFQ for this work.

1.12 AUTHORIZED OFFER

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

If the person submitting the response is not authorized to submit a response that can be bound

by CITY acceptance, such a person should also obtain the signature of an authorized representative of the insurer, that may result in a bound contract upon the CITY's acceptance.

1.13 EVALUATION OF RESPONSES

The CITY will evaluate each response based on all the criteria set forth in the RFQ. The evaluation process will consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

1.14 PUBLIC ENTITY CRIMES STATEMENT

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

1.15 CONFLICT OF INTEREST CERTIFICATE

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential proposers and/or proposers on CITY solicitations, the CITY's professional staff, and the City Council members.

Any lobbying by or on behalf of the Respondent will result in rejection/disqualification of said response. Respondents shall refrain from any contact with City Council members and staff or the Evaluation Committee regarding this response.

DURING THE PERIOD BETWEEN RESPONSE SUBMISSION DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR RESPONSE WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PROPERTY AND PROCUREMENT DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

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

1.16 DISCRIMINATION CLAUSE

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

1.18 SAFETY REQUIREMENTS FOR CONSULTANTS PROVIDING SERVICES TO CITY

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

1.19 INSURANCE REQUIREMENTS

A. GENERAL PROVISIONS

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

Defense fees and costs on behalf of the CITY: The Consultant agrees to pay on behalf of the CITY, the CITY's legal defense fees and costs, for all third party claims and

actions filed against the CITY arising from or relating to any scope of work or services performed by the Consultant as described herein.

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

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

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

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

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

C. INSURANCE REQUIREMENTS

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

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

All insurers must carry a current A.M. Best & Company rating of at least "A-."

Worker's Compensation Coverage is required for Consultant and all sub-consultants.

The Consultant and all sub-consultants shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

The Consultant and all sub-consultants shall also purchase any other coverages required by law for the benefit of employees.

General Liability Coverage is required for Consultant and all sub-consultants.

Commercial General Liability in Occurrence Form.

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

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

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

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

Products and Completed Operations are required for Consultant and all sub-consultants.

Amount:	\$1,000,000	Aggregate
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Business Auto Liability Coverage is required for Consultant and all sub-consultants.

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

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

Professional Liability is required for Consultant and all sub-consultants.

Pollution Liability is not Required of Consultant and all sub-consultants.

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

City of Jacksonville Beach

RFQ #: 10-1920

Date: 08/24/2020

Engineering Services for Beaches Energy Services

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

Excess or Umbrella Liability Coverage.

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

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

Claims Made Coverage – No Gap

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

D. CERTIFICATES OF INSURANCE OF CONSULTANT AND ALL SUBCONSULTANTS

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

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

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

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

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

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

1.20 PERFORMANCE AND PAYMENT BONDS – N/A

Respondents shall furnish in their response “proof of bond ability” from their Surety Company indicating their ability to obtain a performance and payment bond of at least \$5,000,000 in the event it shall be requested by the CITY. Surety shall indicate in their letter their history with the Respondent and their willingness to process P&P Bonds as needed on the Respondent’s behalf.

The awarded Respondent shall furnish within seventy-two (72) hours of an “Event” Notice to Proceed a 100% Performance Bond and 100% Payment Bond in conformance with Section 255.05, Florida Statutes, payable to the CITY as security for the faithful performance of the Contract and payment of sub-contractors and/or suppliers. The Performance and Payment Bond shall be issued for each particular disaster event in which the Notice to Proceed is executed. The Performance and Payment Bonds shall be maintained throughout the Notice to Proceed execution period. At the completion of all work under a particular Notice to Proceed, the Performance and Payment Bonds shall be released after 90 days to ensure all sub-contractors have been paid. Costs of all bonds shall be included in proposed unit pricing. The Performance and Payment Bond Form supplied by the CITY shall be the only acceptable forms for these bonds.

If Respondent fails to deliver the Performance and Payment Bond within the specified time, including any extensions approved by the CITY, the CITY shall declare the Respondent in default of the contractual terms and conditions, and the Respondent shall cease work until the required Performance and Payment Bond is submitted to the CITY’s Purchasing Department.

The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of “A” or higher, as listed in the A.M. Best & Company latest published rating. An attorney-in-fact who signs a Performance Bond must file with the bond a certified copy of his/her power of attorney to assign said bond.

Level I Event: Tropical Storm to Hurricane Category 1; shall be in the amount of one million (\$1,000,000.00) dollars.

Level II Event: Hurricane Category 2; shall be in the amount of three million (\$3,000,000.00) dollars.

Level III Event: Hurricane Category 3 and above; shall be in the amount of five million (\$5,000,000.00) dollars.

Performance and Payment Bond amounts for other events shall be determined based on the severity and magnitude of the event. Should a catastrophe other than a hurricane occur, the CITY will inform the selected firm(s) of the level of bonding required.

Performance and Payment Bonds for each event shall comply with all other requirements, unless otherwise stated. If the catastrophic event diminishes after the Event “Notice to Proceed” is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said event.

1.21 BANKRUPTCY

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

1.22 NONEXCLUSIVE

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

1.23 DRUG FREE WORKPLACE COMPLIANCE FORM

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

1.24 WARRANTY – N/A

All warranties express and implied shall be made available to the CITY for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful Respondent against factory defects and workmanship. At no expense to the CITY, the successful Respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

1.25 PROTEST

Any Respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the Respondent of the Notice of Intent to Submit RFQ for Approval and Award by City Council, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual. Failure to follow the protest procedures or failure to meet any deadline set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder/proposer and shall constitute a waiver of all right to protest or appeal.

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

1.26 FRAUD AND MISREPRESENTATION

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

1.27 OMISSIONS IN SPECIFICATIONS

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

1.28 FORCE MAJEURE

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

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

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

1.29 RESPONSE AWARD NOTICE FORM

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

1.30 INDEMNIFICATION

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

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

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

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

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

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

1.31 RFQ IS NOT A BID

This Request for Qualifications is not to be considered a bid. The CITY will evaluate responses based on the criteria set forth in this RFQ. The evaluation process is to consider all requested criteria to determine which firm is the most responsive, responsible and highly qualified to perform the required services.

SECTION C: TECHNICAL PROVISIONS

TECHNICAL PROVISIONS

To provide contractual services for a project titled: Engineering Services for Beaches Energy Services.

1.0 OBJECTIVE

The City of Jacksonville Beach is seeking letters of interest and submittals of qualifications from persons or firms interested in providing engineering support on projects for Beaches Energy Services.

2.0 CONTRACT PERIOD

The engineering services contract will be for a five (5) year period. Purchase Orders will be issued for each project assigned under the contract.

3.0 TECHNICAL REQUIREMENTS

Firms wishing to be considered for this contract must show evidence that the personnel assigned to the projects have experience and proficiency in the following areas:

- 3.1 Underground transmission and distribution construction practices and materials.
- 3.2 Overhead transmission and distribution construction practices and materials.
- 3.3 Bulk power (transmission) and distribution substation equipment, construction practices and materials.
- 3.4 System planning and load studies.
- 3.5 System analysis and fault studies.
- 3.6 Arc flash analysis and OSHA compliance.
- 3.7 System Protection, control & coordination.
- 3.8 System communications equipment such as RTUs, communications processors, multiplexors, and wireless technologies.
- 3.9 Protective relay and communications equipment settings.
- 3.10 Protective relay and communications equipment testing and commissioning services.
- 3.11 SCADA & load management.
- 3.12 OMS & DMS/ADMS.
- 3.13 Geographic Information Systems.

- 3.14 Distribution automation & distributed generation.
- 3.15 Smart grid system integration.
- 3.16 Renewable energy systems to include storage.
- 3.17 System operations and maintenance.
- 3.18 NERC standards compliance.
- 3.19 Cyber security for critical infrastructure protection.
- 3.20 Survey services.
- 3.21 Geotechnical services and investigations.
- 3.22 Environmental engineering services.
- 3.23 Permitting and grant applications.
- 3.24 Drafting services.
- 3.25 Owner's engineering services to include project management.
- 3.26 Specifications development (RFQs, RFPs, engineering specifications, procurement specifications, and construction specifications).

4.0 GENERAL INFORMATION

All responses shall provide a straight-forward, concise delineation of the respondent's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content, and not on volume or elaborate presentation materials.

Respondents who submit a response to this RFQ may be required to make an oral presentation to the Selection Committee.

The contents of the response submitted by the successful respondent as well as this RFQ will become part of any contract awarded as a result of the Scope of Services contained herein. The successful respondent will be expected to sign a, contract with the City.

The City reserves the right to reject any and all responses received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City.

The City of Jacksonville Beach is not responsible for the U.S. Mail or private couriers regarding receipt of a proposal.

The submission of a response shall be considered prima facia evidence that the firm has full

knowledge of the scope, nature, quantity, and quality of work to be performed, the requirements of the specifications, and the conditions under which the work is to be performed.

The firm shall furnish the City with any additional information that may be reasonably required.

The City reserves the right to conduct interviews with any or all firms prior to the final selection. The City will not be liable for any costs incurred by the firm in connection with an interview.

All materials submitted in response to this Request for Qualifications shall become the property of the City of Jacksonville Beach.

All expenses incurred by a firm to respond to this RFQ shall be the obligation of the firm and shall not be a liability of the City.

The City reserves the right to use the City's resources, facilities, capabilities, and materials for services requested in the RFQ. All materials and work products produced by the firm for the City shall become the exclusive property of the City and shall not be disclosed or otherwise used in any manner whatsoever, without the prior written approval of the City

City of Jacksonville Beach

Date: 08/02/2020

RFQ #: 10-1920

Engineering Services for Beaches Energy Services

SECTION D: EVALUATION AND RECOMMENDATION

EVALUATION AND AWARD PROCEDURES

The RFQ submitted by the respondent must include information documenting how the respondent meets the evaluation criteria below. City will not return RFQ submittals to the respondents.

The City's Evaluation Committee will review the submittals and rank the respondents in the order of demonstrated qualifications, experience and competence to meet the needs of the City.

The City may, at its sole discretion, invite selected respondents to engage in discussions and/or make a presentation to allow the respondent an opportunity to support or clarify their qualifications. Following these discussions and or presentations, if they occur, the Evaluation Committee will submit their recommendations and ranking to the City Manager and/or City Council for approval.

If the City Manager and/or City Council accept the Evaluation Committee recommendations and ranking, and the City determines to proceed with contract negotiations, the City will attempt to negotiate a contractual agreement with the highest ranking respondent(s). If an agreement cannot be reached in a timely manner, as determined by the City, then negotiations will proceed with the next highest ranked respondent and so on. If a contractual agreement cannot be reached with any of the respondents initially qualified, the Selection Committee may qualify additional respondents from the submitted responses, or repeat the entire RFQ process at the City's sole discretion.

Evaluation Criteria will be based on the following:

1. Project Team Qualifications – 40 points
2. Experience and Capability – 40 points
3. References – 10 points
4. Location of Firm – 10 points

Evaluation Committee:

The committee members consisting of at least three (3) staff members shall review each response individually and score each response based on the evaluation criteria listed above. The committee will compile individual rankings for each response to determine committee recommendations. The final recommendation will be decided based on review of scores and consensus of committee.

Submissions will be evaluated to determine those that best meet the needs of the City. Acceptance and approval of each response will be based on an evaluation of the information submitted by the applicants.

The City reserves the right to reject all responses. In the event the City does so, it shall provide in writing to all respondents the reasons for its rejection.

Presentation (if necessary):

If the City desires presentations, this will provide an opportunity to clarify or elaborate on the response, but will not, in any way, provide an opportunity to change any items in the original response.

If presentations are elected, the Property and Procurement Officer shall schedule the time and location of these presentations and notify the selected firms. Presentation shall be limited to 30 minutes, including the question and answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified respondent(s) for this project. Additional information may be requested for clarification purposes, but in no way will change the original response submitted.

A new scoring sheet shall be prepared, based on the identical criteria and weighing above, for each presenter. The scores from the submittal and from the presentation shall be averaged to determine the final ranking. Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the City Council to begin negotiations with the highest ranked firm

City of Jacksonville Beach

Date: 08/02/2020

RFQ #: 10-1920

Engineering Services for Beaches Energy Services

SECTION E: SUBMITTAL REQUIREMENTS

SUBMITTAL REQUIREMENTS

Respondents are strongly advised not to prepare responses based on any assumption or understanding that negotiations will take place. Respondents are advised to respond to this RFQ fully and with forthrightness at the time of submission.

Respondents are strongly cautioned NOT to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or organizations involved in this selection may result, at the City's sole discretion, in dismissal from further consideration. Responses shall not be available for inspection by respondents until interviews, if scheduled, are completed and award has been made. After agreement award, all responses become matter of public record and are available for inspection by the general public.

The evaluation criteria below are intended to be the basis by which each response shall be evaluated, measured and ranked. The City of Jacksonville Beach hereby reserves the right to evaluate, at its sole discretion, the extent to which each response received, compares to the said criteria. The information submitted shall be relevant to the project scope and be practical and concise. The recommendation of the evaluation committee shall be based on the following:

1. Project Team Qualifications:

- Identify the Engineering Services team, their relationship and accountabilities within the services to be provided.
- Provide proof of licensing as required by the State of Florida for engineering services as described herein.

2. Experience and Capability:

- Provide resumes of key personnel, their disciplines, respective roles, education, licenses and their experience and capability to perform roles specified in Section 3.
- Present a concise outline of specific services your firm/team is qualified and prepared to provide.

3. References:

List a minimum of five (5) projects for which the Engineering Services Contractor has provided/is providing Engineering Services which are similar to this the services being requested by this RFQ. In determining which projects are most related, consider: related size and complexity; how many members of the proposed team worked on the listed project; and how recently the project was completed. List the projects in priority order, with the most related project listed first.

For each of the listed projects, provide the following information:

- a) Project Name and Location.
- b) Type of Utility.
- c) Contact Name, telephone number and email address.
- d) Services Provided.
- e) Approximate Project/Construction Start and End Dates.

City of Jacksonville Beach

RFQ #: 10-1920

Date: 08/24/2020

Engineering Services for Beaches Energy Services

- f) Any project specific information relative to the services required by the City of Jacksonville Beach.

4. Location of Firm:

Provide the physical address of the firm on the Response Form.

At a minimum, response packages should include the required Forms described in Section F: Forms, together with the three criteria items described in Section E.

City of Jacksonville Beach

Date: 08/02/2020

RFQ #: 10-1920

Engineering Services for Beaches Energy Services

SECTION F: SUBMITTAL FORMS

City of Jacksonville Beach

Date: 08/24/2020

RFQ #: 10-1920

Engineering Services for Beaches Energy Services

FORM 1**RESPONSE FORM** (page 1 of 2)RFQ NUMBER: **10-1920**TITLE: **Engineering Services for Beaches Energy Services**

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

DATE: _____

All services shall be provided meeting, and in compliance with this RFQ document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines.

NOTE: Respondent 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 RFQ, 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-consultant 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 Consultant overhead, all Consultant 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 respondent's response for this RFQ.

I hereby certify that I have read and understand the requirements of **RFQ #: 10-1920 Engineering Services for Beaches Energy Services**, and as the respondent will comply with all requirements, and that I am duly authorized to execute this response document and any Contract(s) and/or other transactions required by award of this RFQ.

SUBMITTED BY: _____
Printed Name of Authorized Submitter

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

LICENSE NUMBER: _____

By: _____
Signature of Authorized Submitter

_____ Title (typed or neatly printed)

City of Jacksonville Beach

Date: 08/24/2020

RFQ #: 10-1920

Engineering Services for Beaches Energy Services

FORM 1**RESPONSE FORM (page 2 of 2)****RESPONSE DOCUMENT TURN-IN CHECKLIST**

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

INITIAL Check-Off	#	SECTION TITLE
[]	1.	Title Page
[]	2.	Table of Contents
[]	3.	Letter of Transmittal
[]	4.	FORM 1: RESPONSE FORM (completed pages 32 - 33)
[]	5.	FORM 2: RFQ AWARD NOTICE FORM (completed page 34)
[]	6.	FORM 3: REQUIRED DISCLOSURE FORM (completed page 35)
[]	7.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM (completed page 36)
[]	8.	FORM 5: NON-COLLUSION AFFIDAVIT (completed page 37)
[]	9.	FORM 6: NON-BANKRUPTCY AFFIDAVIT (completed page 38)

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

ADDENDA RECEIPT VERIFICATION

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

Addendum #: ____ Dated: ____		Addendum #: ____ Dated: ____
Addendum #: ____ Dated: ____		Addendum #: ____ Dated: ____
Addendum #: ____ Dated: ____		Addendum #: ____ Dated: ____

City of Jacksonville Beach

Date: 08/24/2020

RFQ #: 10-1920

Engineering Services for Beaches Energy Services

FORM 2**RFQ 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 respondent. The respondent is to submit the form to the CITY along with the Response Form and other required documents.

1. Company Name: _____

2. Address: _____

3. City, State & Zip: _____

4. Attention: _____

5. Phone: _____ Fax: _____

6. E-mail address: _____

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Responses were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFQ No. 10-1920** per the attached Response Tabulation form(s).

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

If awarded RFQ, 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 response.

Sincerely,

CITY OF JACKSONVILLE BEACH

/s/Luis F. Flores

Property and Procurement Division

FORM 4**DRUG-FREE WORKPLACE COMPLIANCE**

IDENTICAL TIE RESPONSES - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, 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 response 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 responses 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

City of Jacksonville Beach

Date: 08/24/2020

RFQ #: 10-1920

Engineering Services for Beaches Energy Services

FORM 5**NON-COLLUSION AFFIDAVIT**

_____, being first duly sworn deposes and says that:

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

City of Jacksonville Beach

Date: 08/24/2020

RFQ #: 10-1920

Engineering Services for Beaches Energy Services

FORM 6**NON-BANKRUPTCY AFFIDAVIT**

STATE OF _____)

COUNTY OF _____)

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

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFQ #: 10-1920**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

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

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

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here:

ADDENDUM No. 1

RFQ No.: 10-1920
Title: Engineering Services for Beaches Energy Services

The purpose of Addendum No. 1 to RFQ No. 10-1920 Engineering Services for Beaches Energy Services is to answer the following questions.

Question 1:

On Page 22 of the RFQ under Section 3.0 it states that firms should be proficient in the following areas. We do not have proficiency in at least 7 of the listed areas. Does a company have to meet all of the capabilities in order to respond?

Answer 1:

No

Question 2:

Will a firm who can provide the most capabilities be given a higher rating than a firm who cannot fulfill as many service areas?

Answer 2:

Yes

Question 3:

On page 22-23 of the RFQ document, under “3.0 TECHNICAL REQUIREMENTS” there is a list of 26 areas of work. In order to participate in this RFQ must our company demonstrate experience in all 26 points or may we submit a response for a portion of these technical requirements? I’ve attached the document to this e-mail as well?

Answer 3:

Engineering firms can submit a response for a portion of the technical requirements but the firm who can provide the most capabilities will be given a higher rating.

Question 4:

On RFP page 8, item 1.1, the RFQ asks for a “proposed timeline for completion of the project.” Given that this is a 5-year contract for a variety of different engineering services, does the City want a project schedule with this submittal?

Answer 4:

No, please delete the following “Interested firms should provide proposed timeline for completion of project. The proposed schedule should include time for completion of draft report and final report.” from page 8 of 38. Revised page attached.

Question 5:

In light of the COVID-19 crisis, will the City waive the requirement that Form 5 and Form 6 be notarized?

Answer 5:

No, all forms shall be notarized.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

SUBMITTED BY: _____

Printed name of authorized submitter

TITLE: _____

SIGNATURE: _____

DATE: _____

GENERAL PROVISIONS

1.1 INSTRUCTIONS TO RESPONDENTS:

- **Technical provisions** that are **explicit** to this particular **Request for Qualifications Number 10-1920** are found in **SECTION C**, which begins on **page 21**.
- **The Minimal Response Package shall consist of the following:**

Respondent's company profile and submittal letter - A brief letter of intent that will include a description of the services to be provided and other relevant information.

Address all items in Section C: Specifications – 3.0 Scope of Services.

Form 1: Response Form

Form 2: RFQ Award Notice

Form 3: Required Disclosure

Form 4: Drug-Free Workplace Compliance

Form 5: Non-Collusion Affidavit

Form 6: Non-Bankruptcy Affidavit

Any additional information which may be pertinent.

All forms must be completely filled out, appropriately executed and submitted as part of the response package. These start on **page 31**.

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

1.2 TERMS AND CONDITIONS

- A. General. It is the purpose and intent of this Contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. Time for CITY Acceptance. Respondent shall honor its response for 90 days from the Submission Deadline date.
- C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. Extension of Contract. If the CITY should have a need to re-advertise for responses, the Contract resulting from this RFQ shall automatically be extended month-to-month past its term end date. This mandatory extension will allow the CITY to receive and assess responses, to award a new contract, and to ensure a smooth, cooperative and seamless

ADDENDUM No. 2

RFQ No.: 10-1920
Title: Engineering Services for Beaches Energy Services

The purpose of Addendum No. 2 to RFQ No. 10-1920 Engineering Services for Beaches Energy Services is to answer the following questions.

Question 1:

Is Pollution Liability required or not (page 15)? First it says it is not, then goes on to describe what pollution/environmental insurance is required. Please clarify.

Answer 1:

Pollution liability is not required.

Question 2:

Page 17, Section 1.20 Performance and Payment Bonds is followed by an N/A, but then goes on to describe at length what is required. Again, can we assume this is not required? Please clarify.

Answer 2:

Performance and payment bonds are not required.

Question 3:

Pages 29 and 30 list the Criteria the RFP wants addressed (1-4), as well as the forms to be included. Page 33 lists sections to be included in the response (checklist), with separate sections for each form, and no mention of the sections mentioned in the criteria listed on pages 29 and 30. As long as we address every criteria/section required, can we label the sections as they make sense? Please clarify.

Answer 3:

Yes, as long as the criteria in Section E (Submittal Requirements) is addressed.

Question 4:

Also, the pages listed for the forms in the checklist are incorrect. Please correct to prevent confusion.

Answer 4:

Revised page 33 attached.

Question 5:

Regarding item 3.12 (OMS & DMS/ADMS), could you please provide more details on what services the City of Jacksonville Beach is seeking in relation to this item?

Answer 5:

Firms wishing to be considered for this contract must show evidence that the personnel assigned to the projects have experience and proficiency in engineering services associated with all items listed in Section 3.

Question 6:

Regarding item 3.15 (Smart grid system integration), could you please provide more details on what services the City of Jacksonville Beach is seeking in relation to this item?

Answer 6:

Firms wishing to be considered for this contract must show evidence that the personnel assigned to the projects have experience and proficiency in engineering services associated with all items listed in Section 3.

Question 7:

Regarding item 3.17 (System operations and maintenance), please identify what systems (e.g. substations, transmission lines, distribution lines) this refers to.

Answer 7:

Firms wishing to be considered for this contract must show evidence that the personnel assigned to the projects have experience and proficiency in engineering services associated with all items listed in Section 3.

Question 8:

What engineering and design software will primarily be utilized under this contract (CAD, Work Management, GIS, Pole Analysis, etc)? Are there any software restrictions?

Answer 8:

Engineering and design software is not specified in the technical provisions of this RFQ.

Question 9:

What major projects/initiatives/goals does Beaches Energy have planned for the next few years?

Answer 9:

Beaches Energy Services has various projects planned in our five year capital improvement plan that would fall into one of the areas referenced in Section 3 of the technical provisions.

Question 10:

Are there any significant renewable projects in future plans? If so, is Beaches Energy comfortable sharing what renewable type and MW target Beaches Energy is planning to achieve?

Answer 10:

Beaches Energy Services does not currently have any renewable energy projects planned in our five-year Capital Improvement Plan (CIP). We annually develop and re-assess our five-year CIP and adapt to system needs and technologies to address our needs as necessary.

Question 11:

What is the anticipated/approximate yearly budget allocated for the selected consultant under this opportunity? Or is Beaches Energy comfortable providing a staffing requirement for anticipated project loads?

Answer 11:

There is not an anticipated/approximate yearly budget allocated for selected consultants. Beaches Energy Services anticipates awarding this RFQ to multiple consultants and projects will be assigned to a consultant on a per-project basis.

Question 12:

Is there an anticipated contract start/award date?

Answer 12:

The anticipated contract start/award date is contingent upon successful contract negotiations with selected consultants and approval of the contracts by City Council. The current engineering services contracts are set to expire on 1/31/2021.

Question 13:

BMcD would like to modify Form 6 Item 3 Certification Statement to read as follows: "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." As Burns & McDonnell is a 100% Employee-Owner firm, and as a result has over 7,000 owners of the company. Due to legal and privacy concerns Burns & McDonnell cannot and does not track personal bankruptcy of our owners. However, as a company Burns & McDonnell has never filed bankruptcy and carries zero debt.

Answer 13:

For employee-owned firms, please modify the Certification Statement language to capture bankruptcy of the firm itself.

Question 14:

Page 9 of 38, Section 1.2.F speaks about inspection, but this is a request for qualifications therefore this section should not apply to this RFQ correct?

Answer 14:

Section 1.2F is for inspection of supplies and workmanship of materials procured by Beaches Energy Services, and therefore is not applicable to Engineering Services Request for Qualifications.

Question 15:

Please confirm no Pollution Liability Insurance is required as part of this RFQ.

Answer 15:

Pollution liability is not required.

Question 16:

Please confirm no Performance & Payment Bonds are required as part of this RFQ.

Answer 16:

Performance and payment bonds are not required.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

SUBMITTED BY: _____

Printed name of authorized submitter

TITLE: _____

SIGNATURE: _____

DATE: _____

FORM 1**RESPONSE FORM (page 2 of 2)****RESPONSE DOCUMENT TURN-IN CHECKLIST**

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

INITIAL Check-Off	#	SECTION TITLE
[]	1.	Title Page
[]	2.	Table of Contents
[]	3.	Letter of Transmittal
[]	4.	FORM 1: RESPONSE FORM (completed pages 32 - 33)
[]	5.	FORM 2: RFQ AWARD NOTICE FORM (completed page 34)
[]	6.	FORM 3: REQUIRED DISCLOSURE FORM (completed page 35)
[]	7.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM (completed page 36)
[]	8.	FORM 5: NON-COLLUSION AFFIDAVIT (completed page 37)
[]	9.	FORM 6: NON-BANKRUPTCY AFFIDAVIT (completed page 38)

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

ADDENDA RECEIPT VERIFICATION

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

Addendum #: ____ Dated: ____		Addendum #: ____ Dated: ____
Addendum #: ____ Dated: ____		Addendum #: ____ Dated: ____
Addendum #: ____ Dated: ____		Addendum #: ____ Dated: ____



Statement of
Qualifications
for RFQ 10-1920

Engineering
Services
for Beaches
Energy
Services



BEACHES | ENERGY
S E R V I C E S

September 9, 2020

Fred Wilson & Associates, Inc.

3970 Hendricks Avenue
Jacksonville, Florida 32207

ph: 904.398.8636
fx: 904.398.2968

www.fredwilson.com

Your Projects. Our People. Perfect Partnership.



Fred Wilson
& Associates, Inc.

20000-P06

Consulting Engineers
3970 Hendricks Avenue
Jacksonville, FL 32207-5398
Phone: 904-398-8636
Fax: 904-398-2968
www.fredwilson.com

City of Jacksonville Beach
Purchasing Division
1460A Shetter Ave.
Jacksonville Beach, FL 32250

September 9, 2020

Re: RFP No. 10-1920: Engineering Services for Beaches Energy Services

Fred Wilson & Associates (FW&A) is pleased to submit our qualifications in response to the City of Jacksonville Beach RFP for *Engineering Services for Beaches Energy Services*. FW&A has provided electrical engineering services for several municipal electrical entities, including currently for the City of Jacksonville Beach, and we are confident that you will continue to find our services exceed your requirements.

Most of the firm's electrical team of engineers, designers and drafters have more than ten years of industry experience, and some have between 20 and 40 years of electric engineering experience. Many of them joined FW&A after extensive engineering careers with electric utilities in Florida.

As Principal-in-Charge and Executive Vice President, I have the authority to make this offer to be accepted by the City to form a valid and binding contract. I can be reached at william@fwilson.com or (904) 398-8636.

We appreciate being considered for this contract. We look forward to continuing our relationship with the City of Jacksonville Beach.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'William E. Wilson, Jr.', is written over a horizontal line.

William E. Wilson, Jr., P.E.
Executive Vice President

Encl: Proposal

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I. PROJECT TEAM QUALIFICATIONS

A. Team Members

We have assembled a Team that can provide all the technical services required in *Section C* (Technical Provisions) of the RFQ.

I. Fred Wilson & Associates, Inc. (FW&A)

Fred Wilson & Associates is a corporation offering professional services to public and private clients for the design of roadway, utility and building-related projects in the civil and electrical engineering disciplines. We provide electrical and civil engineering services to utility service providers, industrial and institutional clients, and transportation agencies. Currently, FW&A has 25 employees, most of whom work from our office in Jacksonville, Florida. The firm has operated consistently with a staff of 20-40 employees and intends to continue at that level. FW&A maintains an average employee tenure of more than 10 years.

FW&A serves public and private utility companies by providing engineering services that support the construction, maintenance, and expansion of electric utility systems.

Most of the firm's engineers and designers have more than 10 years of industry experience, and some of them joined FW&A after extensive engineering careers with electric utilities in Florida. As a result, FW&A engineers approach transmission, substation, and distribution system design with informed consideration of operational and maintenance concerns.

Fred Wilson & Associates offers the following services:

- Project management (including development and maintenance of project plans, schedules, budgets and progress reporting)
- Engineering studies and reports (including Arc Flash, Lighting, and Lightning Protection)
- Field investigations
- Comprehensive engineering design
- Permitting and regulatory compliance
- Construction documents (including plans/drawings and specifications)
- Construction cost estimating
- Construction administration (including shop drawing review, on-site support, RFI response and record drawings)
- Operation and maintenance documentation
- Other related design tasks

a. Substation Engineering

Fred Wilson & Associates provides comprehensive electrical, site/civil engineering services for new substations and upgrades to existing substations. FW&A engineers have broad experience in substation design from 5kV to 500kV and specialize in overcoming diverse substation design challenges with innovative solutions, such as hybrid bus configurations and creative site/civil engineering, while taking into account overall project schedule and budget.

Substation design services include:

- Complete site development
- Permitting and regulatory compliance
- Physical layout design

Fred Wilson & Associates, Inc.**Project Team Qualifications**

- Design of lightning protection and grounding systems (including ground grid analysis)
- Spill Prevention Control and Countermeasures (SPCC)
- Design of incoming and outgoing transmission and distribution lines and terminations
- Assistance with final substation checkout and commissioning
- Facility Ratings
- Security Infrastructure- LED lighting

b. Engineering for Protective Relaying, Controls, and Communications

FW&A provides comprehensive engineering services for protective relaying, controls, and communications in new substations and for upgrade projects of varying complexity.

Protection and Controls engineering services include:

- Complete relay system coordination (including design, specifications, panel layout, settings, and commissioning)
- Design of microprocessor-based and electromechanical relay systems
- Design of relay upgrades for distribution automation
- Communications design (including fiber-optic and radio systems)
- Coordination with utility SCADA systems
- Developing SCADA systems

c. Power Distribution Engineering

Fred Wilson & Associates provides engineering services for medium-voltage power distribution systems from 2.4kV to 38kV. The firm specializes in overhead-to-underground conversions and distribution relocations associated with roadway improvements.

Distribution design services include:

- Overhead and underground line design for new construction projects, as well as relocations and upgrades for system storm hardening
- Overhead-to-underground conversion design (including duct bank and manhole systems)
- Distribution system computer modeling and analysis with tools such as SynerGEE, ETAP, SKM Power Tools, and ASPEN
- Distribution system studies (including load-flow, fault, system coordination and Arc Flash)
- Cable and equipment replacement design
- Geographic Information System (GIS) mapping with tools such as ArcFM
- Assistance with operational issues such as system losses and troubleshooting
- High-mast and conventional roadway lighting design and computer modeling with tools such as AGi32

d. Power Transmission Engineering

FW&A provides electric utilities with power transmission line design for voltages from 46kV through 230kV. The firm specializes in providing solutions for urban/suburban projects with complex right-of-way constraints, clearance requirements, permitting issues and underbuilt distribution.

Transmission design services include:

- Overhead and underground line design

Fred Wilson & Associates, Inc.**Project Team Qualifications**

- PLS-CADD design using aerial photography, LiDAR surveys and terrain modeling
- NERC Facility Rating analysis
- Upgrades such as voltage conversion and reconductoring
- Design of wood, steel and concrete support structures
- Sag/tension calculations
- Structural load trees and analysis
- Underbuilt distribution
- Route selection
- Assistance with right-of-way acquisition
- Permitting for transmission facilities
- EMF calculations
- Access/patrol road design

2. Meskel & Associates Engineering, PLLC (MAE)

Meskel & Associates Engineering, PLLC (MAE) is a Woman-Owned Small Business founded in 2008 by Tina Meskel, PE. MAE provides Geotechnical Engineering, Environmental Consulting, Construction Engineering Inspection and Construction Materials Testing services throughout Florida, Georgia, and Puerto Rico in association with private development and through federal, state, and municipal contracts.

MAE is supported by a staff of 30, including a Florida-licensed and experienced engineering and geology team, as well as field and laboratory personnel in Northeast Florida. As a small business, resource management and mobilization are critically important to success. MAE's personnel operate successfully throughout Florida and are supported by trusted teaming partners to provide additional field and laboratory testing services, as needed, to meet client schedules. MAE's steady growth is attributed to its responsiveness, high technical standards, and commitment to local communities. MAE also maintains an office in Tampa, Fla.

MAE's location and phone number:

3728 Philips Hwy.
Suite 208
Jacksonville, FL 32207
(904) 519-6990

3. Structures International, LLC (SI)

Structures International (SI) is a professional structural engineering firm located in Jacksonville, Florida. SI's staff of eight professionals diligently works together to provide complete structural engineering services for a variety of projects to serve a wide spectrum of clients. These projects range from single-family homes to multi-story commercial and industrial construction, as well as unique structures, such as electrical substations, large LED stadium display boards, large vertical wind tunnels (sky diving simulators) and more.

SI currently holds licenses to practice engineering in 21 States with an NCEES certification allowing them to obtain licensure in the remaining 29 States.

SI's location and phone number:

Fred Wilson & Associates, Inc.**Project Team Qualifications**

7563 Philips Hwy.
Bldg. 600
Jacksonville, FL 32256
(904) 296-2646

4. Taylor Engineering, Inc. (TE)

Since 1983, Taylor Engineering, Inc., has provided leading-edge solutions in the water environment. The company focuses its attention on water-related engineering, planning, management, and environmental challenges with emphasis on coastal regions. TE's headquarters are located in Jacksonville, Florida, with full-service branch offices in Destin, Sarasota, and Tampa, Florida; as well as a field office in the U.S. Capital region. TE has 36 engineers, scientists, and geologists.

Taylor Engineering takes great care to integrate projects with the natural environment. TE's technical experience with environmental regulation includes federal, state, and local environmental permits acquisition; habitat characterization and mapping; mitigation design; permit compliance monitoring; endangered/threatened species, wetland, watershed, natural resource studies and other natural resource management plans; long-term monitoring; and field data collection and analysis. TE understands permitting issues and over the years has developed valuable professional relationships with both state and federal regulatory agencies.

Jacksonville office address and phone number:

10199 Southside Blvd., Suite 310
Jacksonville, FL 32256
(904) 731-7040

5. T2 Utility Engineering, Inc. (T2)

T2 UES, Inc. d/b/a T2 Utility Engineers (T2) and its national team of employees have been performing services in the Utility Engineering and Survey (UES) area for more than 25 years. In October 2019, T2 became the new company name for Cardno's UES group - continuing the team's decades of industry leadership and expertise.

T2 provides a full range of utility engineering services, including surveying and mapping, subsurface utility engineering (SUE), advanced geophysics and utility coordination, to support infrastructure projects. Recognized as a leader in managing the risks associated with above-ground and sub-surface utilities, T2 has provided expertise for projects of all sizes since 1993, from small development jobs to large-scale billion dollar infrastructure projects for public and private clients. With 27 offices across the United States and nearly 300 employees, T2 can quickly mobilize resources for your project.

T2's local address and phone number:

4275 Eldridge Loop
Orange Park, FL 32073
(904) 602-8537

6. Power Testing Services, LLC (PTS)

Established in 2014, Power Testing Services, LLC (PTS), has accumulated some of the best, most experienced talent in the industry. PTS technicians have more than 350 combined years of experience. With 20+ technicians in the field, PTS has a gross revenue of approximately

Fred Wilson & Associates, Inc.**Project Team Qualifications**

\$12M a year. Specializing in the installation, testing, and commissioning of transmission, distribution, and substation projects, PTS has completed projects all over the United States, including Apparatus testing, SCADA testing, relay testing, functional testing and In-service load angle checks, and has NETA certified testers.

PTS mailing address and phone number:

P.O. Box 117
Battiest, OK 74722
(918) 803-1455

7. Janet O. Whitmill, RLA, Inc. (JOW)

Janet O. Whitmill (JOW) brings excellent research and analysis skills in landscape architecture and site planning. She began her private Landscape Architectural business in 1998. Based on her previous employment with the City of Jacksonville, Ms. Whitmill is knowledgeable with local regulations and agencies. She works with other county officials in successful efforts to achieve approval for construction and/or renovation projects, and she keeps current on environmental regulations and developments. Ms. Whitmill has experience with local and state roadway projects as well as the Jacksonville Port Authority and JEA.

Address and phone number:

1144 Vale Orchard Lane
Jacksonville, FL 32207
(904) 398-7688.

B. Individual Key Team Member Roles

Brief descriptions of team member roles for key personnel follow.

1. Thomas Gardner, P.E., Contract Project Manager:

Mr. Gardner joined FW&A in 2006 and has 14 years of experience, including substation and transmission electrical engineering, as well as project management for many electric utilities and government agencies. As Project Manager, he will provide administrative and engineering leadership on all projects. He will determine personnel assignments, oversee quality control procedures, conduct financial negotiations, manage schedule performance, and oversee subconsultant work.

2. William E. Wilson, P.E., Principal-in-Charge:

Mr. Wilson has spent his entire career at FW&A, joining the firm in 1975. His 45 years as an electrical engineer include extensive experience with all facets of transmission and distribution engineering, including system studies, distribution, transmission, substation and relaying projects. He has managed projects successfully for more than 35 years. As Project Principal, he assumes full responsibility for client satisfaction. He oversees quality, value, and timeliness for all the firm's electrical projects. He will regularly coordinate with the project manager and other key personnel and remain available to address any client concerns.

3. John Franko, P.E., Lead Substation Engineer:

Mr. Franko joined FW&A in 2015 and has 15 years of industry experience. His design experience includes design work for a substation equipment manufacturer, substation design at a large investor owned utility, as well as consulting substation design for other electric utilities and industrial facilities. He will serve as the Lead Substation Engineer for this contract.

4. Freeman Bass, P.E., Lead Transmission Engineer:

Mr. Bass joined FW&A in 2015 and has five years of electrical engineering experience. He is currently leading our Transmission Engineering division and will retain that role for this team. As Lead Transmission Engineer, he will provide design engineering and leadership for transmission projects.

5. Floyd Fasking, P.E., Lead Distribution Engineer:

Mr. Fasking joined FW&A in 1996 and has 34 years of electrical engineering experience. He has successfully managed distribution projects for more than 18 years, and transmission projects for over five years. As Lead Distribution Engineer, he will provide design engineering and leadership for distribution projects.

6. Frank Wilson III, P.E., Lead Civil Engineer:

Mr. Wilson joined FW&A in 1975, and has 45 years of civil engineering experience, including 30 years as a licensed Professional Engineer. Mr. Wilson directs the firm's transportation and utility permitting efforts and serves as engineer of record for all site development, storm drainage and water/sewer utility projects. As Lead Civil Engineer, he will provide civil engineering design and permitting, and lead specialty subconsultants in environmental wetlands and floodplain modelling. Frankie will use his extensive experience to cost effectively resolve potential permitting issues.

7. Dave Hopkins, P.E., Quality Assurance/Quality Control:

Mr. Hopkins joined FW&A in 1982 and has 47 total years of electrical engineering experience. He brings value through the breadth and depth of his electric utility engineering experience and leadership and has extensive experience with all facets of transmission & distribution (T&D) engineering, including system studies, distribution, transmission, substation, and relaying projects. As QA/QC Manager, he will ensure quality on all projects.

8. Rodney Mank, P.E., Lead Geotechnical Engineer (MAE):

Mr. Mank is a licensed Professional Engineer in Florida and Georgia with more than 30 years of technical and managerial experience. His expertise includes planning, managing, and engineering responsibilities on geotechnical explorations for transportation facilities ranging from new divided roadway to lane widenings, bridges, and miscellaneous structures. His experience includes directing field and laboratory testing programs during construction. Mr. Mank will oversee any geotechnical requirements for these projects.

9. John Grady, P.E., Lead Structural Engineer (SI):

Mr. Grady has 16 years structural engineering experience, including experience in the electric utility industry. He has completed numerous projects for several Florida utility entities, including Beaches Energy Services, FPL, JEA, FPU, Utilities Commission of City of New

Fred Wilson & Associates, Inc.**Project Team Qualifications**

Smyrna Beach, Reedy Creek Improvement District, Gainesville Regional Utilities, and the City of Ocala Electrical Utilities. John will oversee any structural engineering work on these projects.

10. Daniel Colley, Lead Surveyor (T2UE):

Mr. Colley is a State of Florida Certified Underground Utility and Excavation Contractor with 27 years of experience in the utility industry, four years of which were spent working as a Senior Utility Coordinator under the Florida Department of Transportation (FDOT), District Two General Engineering Contract on projects ranging in complexity from simple resurfacing projects with associated appurtenances upgrading to design-build interchange projects. In this role, he was responsible for utility coordination between FDOT project design/consultant engineers and multiple utility agencies (both municipalities and private companies) in accordance with Florida Statutes, FDOT Standards, and policies. Mr. Colley will oversee any surveying work for these projects.

11. Christopher Ellis, Lead Environmental Engineer (TE):

Mr. Ellis leads Taylor Engineering's environmental services group. Additionally, he provides environmental expertise on a wide variety of projects, including wetlands delineation and habitat characterization, wetlands mitigation design and monitoring, ecosystem restoration, state and federal permitting, threatened and endangered species consultation support, National Environmental Policy Act (NEPA) documentation, submerged resource surveys, water and sediment sampling and data evaluation, and Phase I and II environmental site assessments. He will provide any environmental expertise for these projects.

12. John Peterson, Relay Testing (PTS):

Mr. Peterson has more than 30 years of experience in the field, and over 20 years in project management. He has varied experience, in designing, building, and commissioning electrical system sites across the globe; design and construction of substations; and ample experience in supervising projects of all sizes, including supervision of labor and maintaining records. With a proven customer service record, Mr. Peterson additionally holds a Secret Security Clearance. Mr. Peterson will provide relay testing services for the team.

13. Janet Whitmill, RLA, Landscape Architecture (JOW)

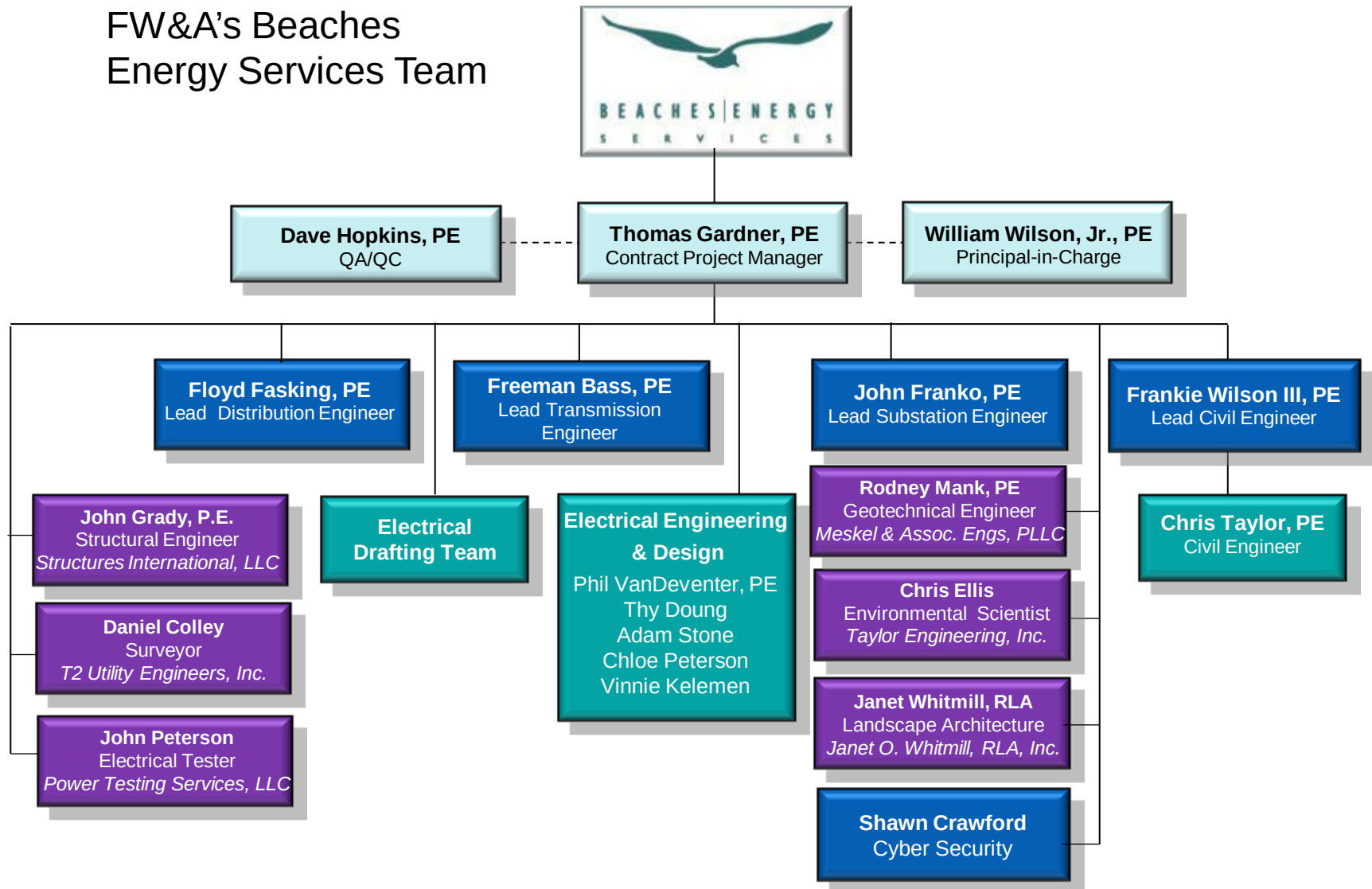
Janet O. Whitmill began her private Landscape Architectural business in 1998 and brings excellent research and analysis skills in landscape architecture and site planning. Based on her previous employment with the City of Jacksonville, Ms. Whitmill is knowledgeable with local regulations and agencies. She works with other county officials in successful efforts to achieve approval for construction and/or renovations projects, and she keeps current on environmental regulations and developments. Ms. Whitmill has experience with local and state roadway projects, as well as with the Jacksonville Port Authority and JEA. She will lead any landscape architecture requirements for these projects.

C. Organization Chart

An organization chart showing the personnel for this contract is shown on *the following page*.

Fred Wilson & Associates, Inc.

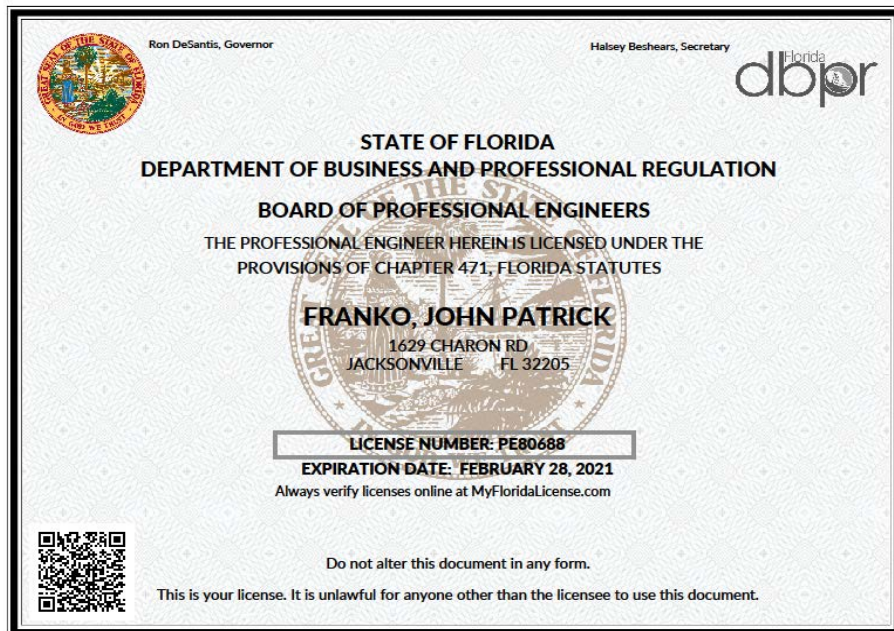
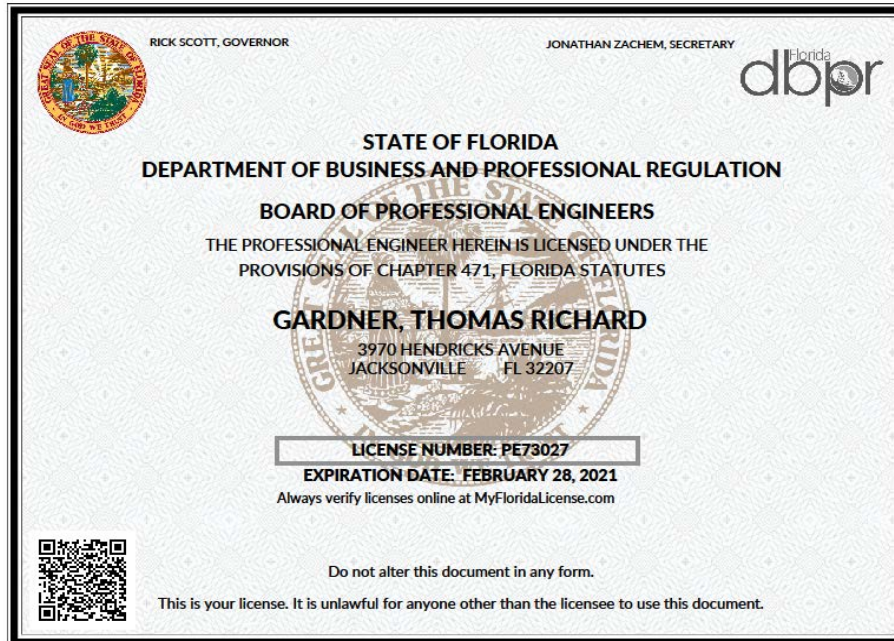
Project Team Qualifications

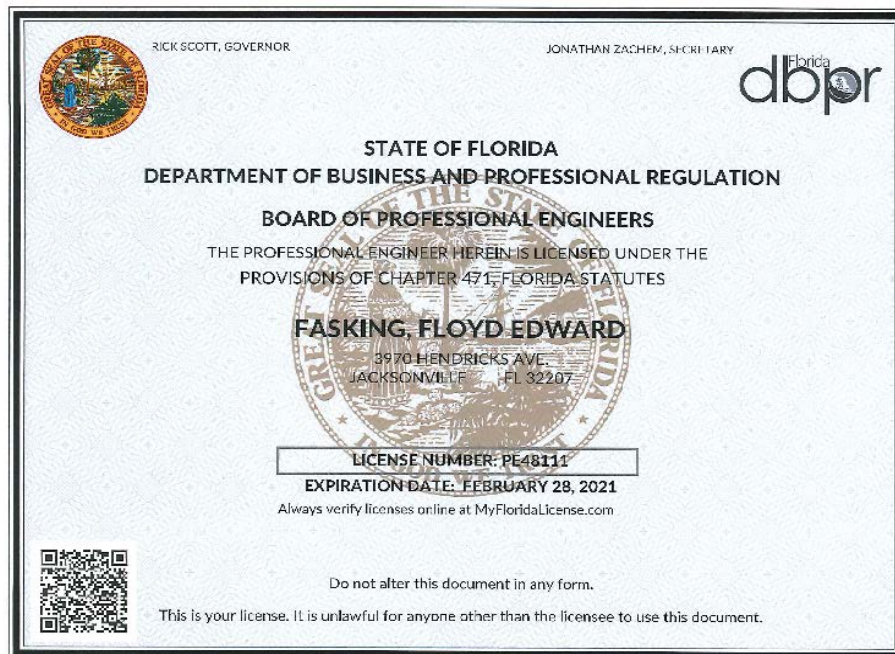
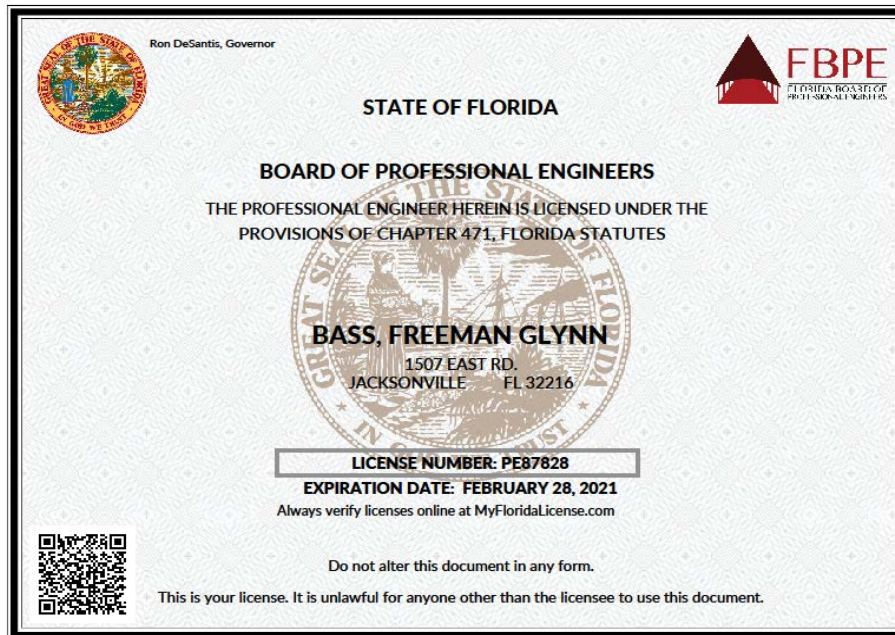
FW&A's Beaches
Energy Services Team

D. Team Licenses

Following are copies of the team members' professional licenses.

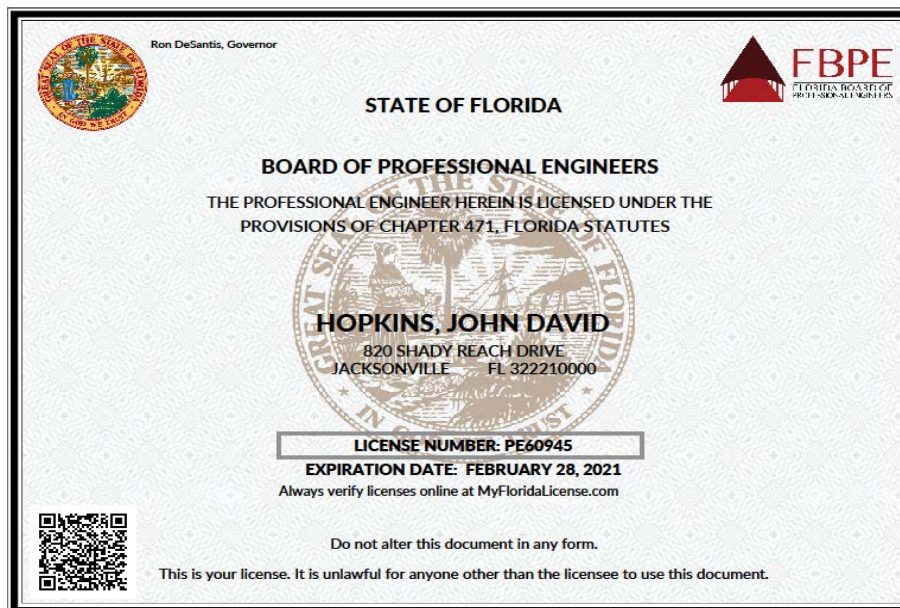
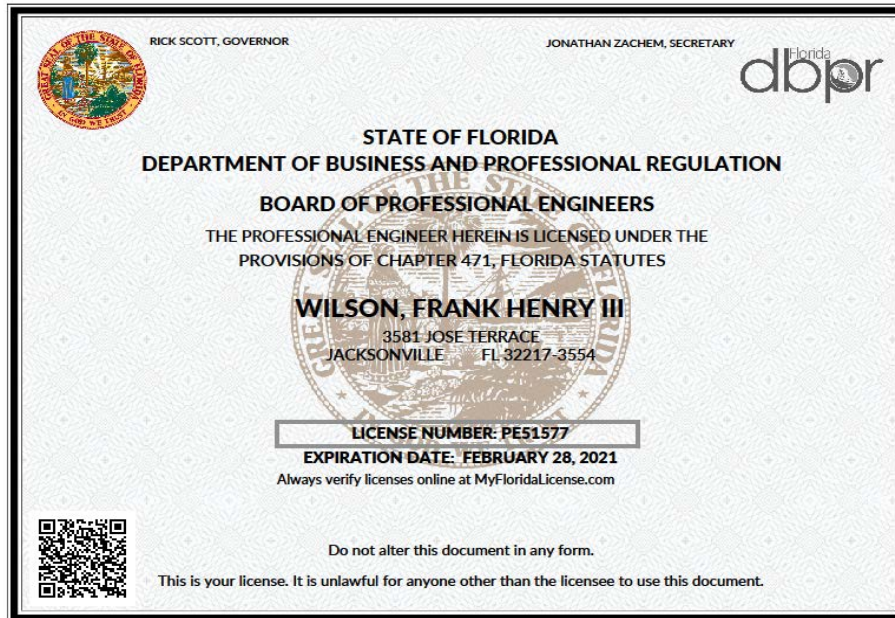


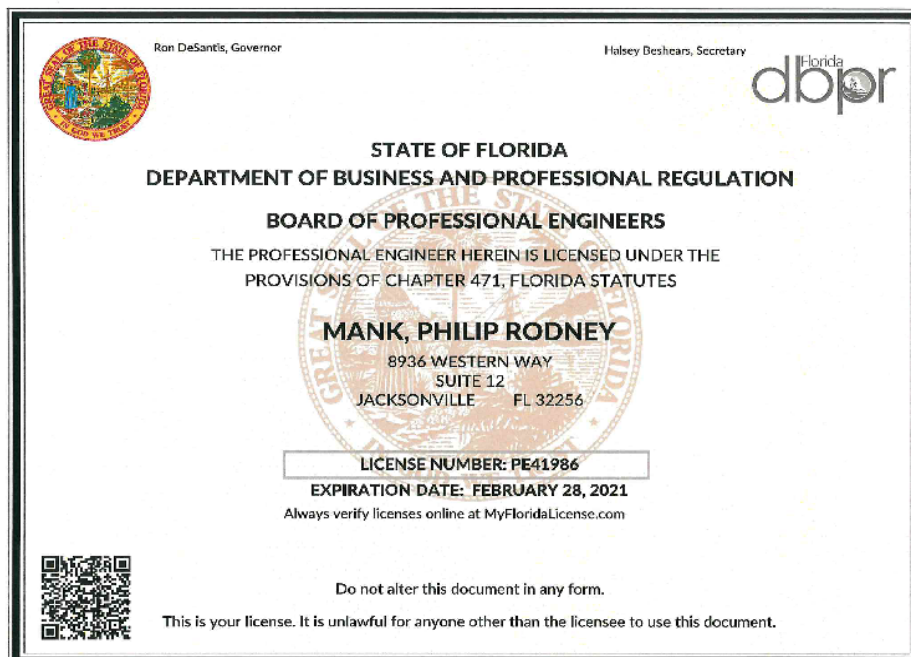




Fred Wilson & Associates, Inc.

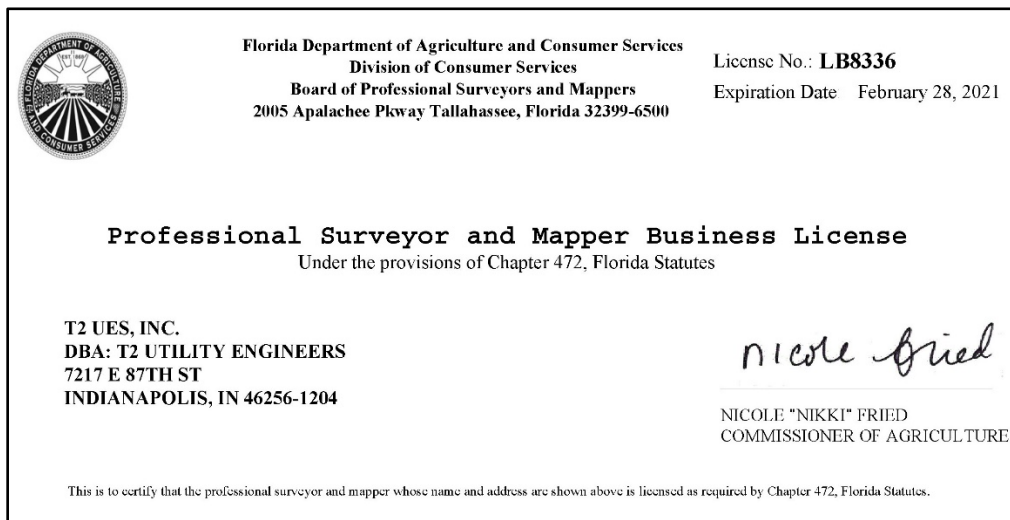
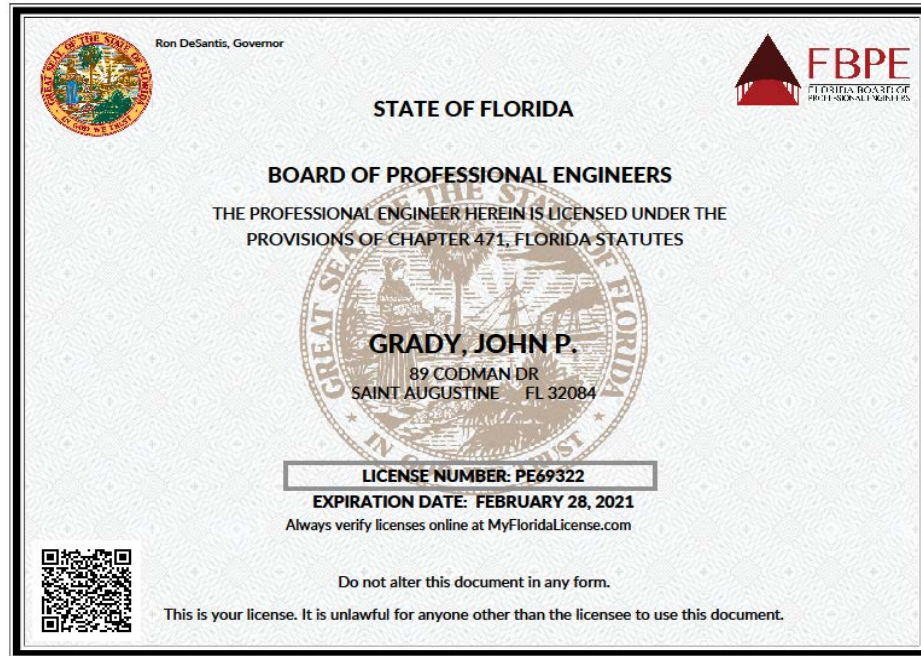
Project Team Qualifications





Fred Wilson & Associates, Inc.

Project Team Qualifications



Fred Wilson & Associates, Inc.

Project Team Qualifications



II. EXPERIENCE AND CAPABILITY

A. Resumes of Key Personnel

Full resumes for the following key personnel are included in this section.

- Thomas Gardner, P.E., Contract Project Manager
- William E. Wilson, Jr., P.E., Principal-in-Charge
- Dave Hopkins, P.E., Q/C
- John Franko, P.E., Lead Substation Engineer
- Freeman Bass, P.E., Lead Transmission Engineer
- Floyd Fasking, P.E., Lead Distribution Engineer
- Frank Wilson III, P.E., Lead Civil Engineer
- John Grady, P.E., Lead Structural Engineer (SI)
- Rodney Mank, P.E., Lead Geotechnical Engineer (MAE)
- Chris Ellis, Lead Environmental Scientist (TE)
- Dan Colley, Certified UUEC (T2)
- John Peterson, PE, Relay Testing (PTS)
- Janet Whitmill, RLA, Landscape Architecture (JOW)

**Thomas Gardner, PE**

Contract Project Manager

Fred Wilson & Associates, Inc.

Role on Project

As the Contract Project Manager, Mr. Gardner will provide administrative and engineering leadership on all projects. He will determine personnel assignments, oversee quality control procedures, conduct financial negotiations, manage schedule performance, and oversee subconsultant work.

Years of Experience

14; joined FW&A in 2006

Professional Registrations

Prof. Engineer: Florida (73027);

South Carolina (29852)

Alabama (35097)

Georgia (40183)

Education

BS, Electrical Engineering, System Design Specialization, University of North Florida, 2006

Areas of Specialization

- Substation Engineering
- Protection and Control
- Overhead and Underground Distribution Engineering
- Construction Phase Assistance
- Relay Settings & Commissioning
- Roadway & Site Lighting

Professional Memberships

- Florida Engineering Society (FES)
- Florida Engineering Leadership Institute Alumni
- National Society of Professional Engineers (NSPE)

Summary of Experience

Mr. Gardner joined FW&A in 2006 and has 14 years of experience. He has experience in substation engineering for many electric utilities and government agencies and has served as the electrical engineer on multiple substation projects.

Select Project Experience**Substation Engineering Experience:****Beaches Energy Services**

- Sampson to Millcreek Line Relay Replacement – Engineer for the replacement of the Primary and Backup Line Relaying at Sampson Substation. This included coordinating the engineering design with FPL, creating design drawings, relay settings and providing on-site commissioning assistance to verify equipment installation.
- Line Relay Testing – Created the Line Relay Test plans for Lines 802, 803 & 805. This work included working alongside BES personnel to complete the required line tests on older obsolete line relays.
- Jax Beach Wiring Verification – Worked alongside BES personnel to complete the review of the entire DC schematic protection wiring at Jacksonville Beach Substation.
- Sampson Line 805 Relay Replacement – Engineer for the replacement of the Primary and Backup Line Relaying at Sampson Substation. This project is part of the overall Guana Expansion. This project includes creating the design drawings and relay settings.
- Jax Beach Line 801 Relay Replacement – Engineer for the replacement of the Primary and Backup Line Relaying at Jacksonville Beach Substation. This included creating the design drawings, relay settings and providing on-site commissioning assistance to verify equipment installation.
- Transmission Coordination Study – Engineer for the overall Beaches Energy Transmission Coordination Study. The study included verifying existing relay settings for every transmission line on BES's system and providing recommended changes to update the protection schemes.
- Ft. Diego Feeder Breaker 517 – Provided engineering support for the emergency replacement of breaker 517 at Fort Diego Substation.
- Jax Beach 138kV Breaker Replacement – Engineer for the replacement of the 138kV breakers at Jacksonville Beach Substation. This included creating the design drawings and providing on-site commissioning assistance to verify equipment installation.
- Guana Substation Expansion – Contributed to the design for expansion of the Guana Substation. The project included reconfiguring the 138kV bus from a line tap to a four-element ring bus. The project added four 138kV Breakers, one 56MVA 138/26kV Transformer and provisions for three new 26kV feeder breakers. The project included several protective relay panels and settings for the new equipment. (Currently in Construction)
- Butler Line 803 Relay Replacement - Engineer for the replacement of the Primary and Backup Line Relaying at Butler Substation. This included creating the design drawings and relay settings.
- Butler 26kV Breaker Replacement– Engineer for the replacement of four 26kV Feeder Breakers at Butler Substation. This project included the replacement of the primary protection relays.

- 26kV Capacitor Bank Controller – Engineer for the replacement of the capacitor bank protection relay and controller. This project included a total of four capacitor banks at the Jacksonville Beach and Ft. Diego substations.

FPL

- Hamlet Substation 230-23kV Transformer Addition – Engineer for adding 55MVA transformer to increase the station's capacity. This project included modifying the bus work, adding transformer disconnect switches, station service transformers, 23kV bus tie breaker, and a transformer protection panel.
- Wilcox Substation – 138-13.8kV Transformer Addition – Engineer for adding 55MVA transformer to increase the station's capacity. This project included modifying the bus work, adding transformer disconnect switches, station service transformers, transformer protection panel and two 13.8kV distribution feeder bays.
- Treasure Substation – Substation and P&C Engineer for a new 230kV transmission substation. The station included six incoming 230kV transmission lines, ten SF6 breakers, twenty 230kV disconnect switches, Line Traps, CCVTs, & relay vault. The protection scheme included six line differential panels, two bus differential panels, primary and secondary battery systems, DFR master controller, and substation communication rack. This project included LED station lighting and security camera infrastructure. Mr. Gardner also provided limited construction support including answering RFIs, and verifying as-built changes met the intent of the design.
- Yulee Substation – Substation and P&C Engineer for a new 230-138kV transmission substation. The station included two 230kV transmission lines, one 138kV transmission lines, three 230kV SF6 breakers, one 138kV SF6 breaker, 560MVA autotransformer, nine 230kV & 138kV disconnect switches, Line Traps, CCVTs, & relay vault. The protection scheme included three line distance relay panels, one bus differential panel, one transformer differential panel, primary and secondary battery systems, DFR master controller, and a substation communication rack. This project included LED station lighting and security camera infrastructure. Mr. Gardner also provided limited construction support including answering RFIs and verifying as-built changes met the intent of the design.

A. West Enterprise (Design-Build)

- MCLB Warehouse Transformer Replacements Phase I – This project was a design build project with A. West Enterprise. The scope of this project consisted of replacing unit substations and associated conduit, conductors, and panel boards within 12 warehouses. A pad-mount transformer and switchboards were also installed at each location within the required outage duration. This project was completed with minimal disruption to the operations of the warehousing needs of MCLB Albany. Complete October 1, 2016.
- MCLB Warehouse Transformer Replacements Phase II – This project was a design build project with A. West Enterprise. The scope of this project consisted of replacing unit substations and associated conduit, conductors, and panel boards within 8 warehouses. A pad-mount transformer and switchboards were also installed at each location within the required outage duration. This project was completed with minimal disruption to the operations of the warehousing needs of MCLB Albany. Complete October 1, 2017.

**William E. Wilson, Jr., PE**

Principal-in-Charge

Fred Wilson & Associates, Inc.**Role on Project**

As Project Principal, he assumes full responsibility for client satisfaction. He oversees quality, value, and timeliness for all the firm's electrical projects. He will regularly coordinate with the project manager and other key personnel and remain available to address any client concerns.

Years of Experience

45; joined FW&A in 1975

Professional Registrations

Prof. Engineer: Florida (22283); Georgia (22070); South Carolina (30503); and Colorado (30899)

Education

BS, Electrical Engineering,
University of Florida, 1975

Areas of Specialization

- Project Administration & Design Coordination
- Distribution Design
- Relay Engineering & Protective System Coordination
- Power System Studies
- Substation Design
- Transmission Design

Professional Memberships

- Institute of Electrical and Electronics Engineers (IEEE)
- Power Engineering Society of IEEE
- Florida Engineering Society (Fellow)
- National Society of Prof. Engs.
- Tau Beta Pi

Summary of Experience

Mr. Wilson has spent his entire career at FW&A, joining the firm in 1975. His 45 years as an electrical engineer include extensive experience with all facets of electric utility engineering, including system studies, distribution, transmission, substation and relaying projects. He has managed projects successfully for more than 30 years and excels at open, honest client interaction and at supporting his staff with training, tools and vision. His commitment to personal integrity influences all of the firm's endeavors.

Select Project Experience**Project Management and Administration:****Numerous Electric Utility Engineering Projects for Beaches Energy**

Services: Project administration for substation capacity increases, relay upgrades, breaker replacements, capacitor controls, and system studies. Provided updates to facility rating and system protection documents for NERC Compliance.

Numerous Electric Utility Engineering Projects for JEA:

Project management and administration for new and upgrade substation projects as well as multiple distribution and transmission designs. Substation projects included complete design of 230/26kV Mount Pleasant Substation, complete design of 230/26kV Dinsmore Substation, complete design of 26/13kV Jaxport Substation, and civil/environmental design of Point Meadows, Cecil Commerce Center North, Starratt, and Kings Avenue Substations. Additional projects included substation upgrades for distribution automation, grounding studies, security upgrades and relaying projects.

Substation/Relay Engineering Projects for Gainesville Regional Utilities:

Project administration for Upgrades to Parker and McMichen Substations, including reconfiguring McMichen 138kV bus with new circuit switchers, replacing bushing CT's and all 138kV relaying.

Several Substation/Relay Engineering Projects for Ocala Utility Services:

Project administration for Major upgrades to 69/12.47kV Ergle, Sharpes Ferry, Dearmin, and Water Plant substations.

Several Electric Utility Projects for Lakeland Electric:

Project administration for new transmission line and overhead-to-underground distribution conversion projects.

Numerous Electric Utility Engineering Projects for Reedy Creek Energy

Services: Project administration for numerous underground distribution upgrade projects; protective relay upgrades for distribution circuit breakers in six substations; relay and control upgrades to substations; and a new substation with four-breaker ring bus and two transformers.

Numerous Distribution Projects for Various Clients:

Oversaw comprehensive engineering services for numerous overhead and underground power distribution systems for electric utilities, NASA, military bases, universities and commercial property owners.

Power System Studies at NASA's Kennedy Space Center:

Conducted complete computer-aided load-flow, short-circuit and coordination studies. Conducted comprehensive survey of switchgear and over 450 manholes to confirm/update existing single-line diagrams. Created new duct and manhole routing drawings. Load metering for over 160 transformers using power demand analyzers.

Substation Engineering Experience: Project Principal for All FW&A Substation and Relay Engineering Projects

Beaches Energy Services

- Civil/Site & Electrical Engineering for 138kV/26kV Guana Substation Expansion
- New 138kV/26.4kV Penman Road Substation

JEA

- Civil & Electrical Engineering for New 230kV/26kV Dinsmore Substation
- Civil & Electrical Engineering for New 230kV/26kV Mt. Pleasant Substation
- Civil & Electrical Engineering for New 26/13kV Jaxport Substation
- Civil Engineering for New 230kV Point Meadows Substation
- Civil Engineering for New 230kV Cecil Commerce Center North Substation
- Civil Engineering for New 230kV Starratt Road Substation
- Civil Engineering for New 69kV Kings Ave. Substation
- Replacement of Startup Transformers at the Northside Power Plant
- 26.4kV Relay Upgrades for System-wide Distribution Automation in 27 Substations

Reedy Creek Energy Services

- Protective Relay Upgrades for ninety-seven 12.47kV Distribution Circuit Breakers in Six 69kV/12.47kV Substations
- Rework of Epcot 69kV/12.47kV Substation from a 69kV breaker and a half Bus to a Three Line Ring Bus.
- Relay & Control Upgrades to 69kV/12.47kV Epcot and Lake Buena Vista Substations
- New 69kV/12.47kV Victory Way Substation with Four-Breaker Ring Bus and Two 30MVA Transformers and Associated Relay Engineering

FPL

- Mr. Wilson serves as project/company principal for all our FPL projects, overseeing quality, value and timeliness, as well as ensuring customer satisfaction.

City of Tallahassee

- New 115kV/12.47kV BP-17 Substation and Associated Relay Engineering
- Rebuild of 115kV/12.47kV BP-3 Substation and Associated Relay Engineering

Kennedy Space Center

- Rebuild of 115kV/13.8kV C5 Substation and Associated Relay Engineering
- Rebuild of 115kV/13.2kV Orsino Substation and Associated Relay Engineering

Georgia Power Company

- Upgrades to 230kV/25kV Holcomb Bridge Road Substation

**John Franko, P.E.**

Lead Substation Engineer

Fred Wilson & Associates, Inc.

Role on Project

Mr. John Franko, PE, will serve as Lead Substation Engineer on this contract.

Years of Experience

15; joined FW&A in 2015

Professional Registrations

Prof. Engineer: Florida (80688);
Georgia (36620)
Maryland (41848)

Education

BS, Mechanical Engineering, University
of Maryland, 2005

Areas of Specialization

- Substation Design
- Protection and Control
- Medium & Low Voltage
Underground Distribution Design

Summary of Experience

Mr. Franko joined FW&A in 2015 and has 15 years of industry experience. Mr. Franko has design experience that includes design work for a substation equipment manufacturer, substation design at a large investor owned utility, as well as consulting substation design for other electric utilities and industrial facilities.

Select Project Experience**Substation Engineering Experience:****JEA**

- Dinsmore Substation – Designed the physical portion of the new 230kV-26kV substation. Designed for the installation of a 230kV ring bus that is expandable into a breaker-and-a-half arrangement, two 230kV-26kV power transformers, two low side 26kV busses with a total of six (6) feeder bays and two capacitor bank connections. Also designed the control building, site grounding, site lighting, and lightning shielding.

Beaches Energy Services

- Guana Substation Expansion – Project Engineer for the addition of a 2nd 138kV-26kV transformer at the Guana substation. Project included design of a new 138kV ring bus, new 26kV low side bus, and 26kV bus tie breaker along with all protective relaying and settings. We also analyzed the existing ground grid and lightning shielding and upgraded these systems to meet current guidelines.
- Multiple Substation SCADA/RTAC Updates – Project Engineer to design updated settings for the Beaches Energy SCADA system. Created new settings and communications interfaces from Guana and Sampson Substations to the Beaches Operations Center and the Orlando Transmission Operations Center. Led testing and troubleshooting efforts to resolve issues communicating to all stakeholders.

FPL

- Millcreek Substation – Project Engineer for addition of a 270MVA Autotransformer and redundant relaying upgrade for station protection panels. This project included adding two HV circuit breakers and replacing fourteen HV disconnect switches. The protection design included two new transformer differential panels and four new bus differential panels.
- Alico Substation – Project Engineer for replacement of a 230kV-138kV 400MVA autotransformer with a 560MVA unit. This project included design of a control wiring junction box so that the existing controls cables could be re-used and extended into the new transformer control cabinet.
- Otter Substation – Project engineer for the installation of a new 33MVA power transformer and two distribution feeders at an existing 230kV-24kV distribution substation.

City of Ocala Electric Utility

- Ergle Substation – Project Engineer for the addition of a second 150MVA Autotransformer at an existing substation. The station modifications include addition of a HV circuit breaker, two MV circuit breakers, substation bus and structures. The protection design included the addition of new transformer protective relaying, paralleling controls, as well as

- station low side and high side bus relaying. The existing transmission line protection was modified to incorporate the new HV circuit breaker.

City of Bartow Electric Utility Department

- Odom Substation – Replace two 69kV circuit breakers along with associated disconnect switches, bus, and protective relaying.
- Connersville Substation – Design for the installation of reverse power relaying to protect the upstream transmission system from the attachment of a solar generating facility on one of the distribution feeders.

Utilities Commission New Smyrna Beach

- Smyrna Substation Expansion – Electrical engineer for the design of an expansion of the 115kV-25kV Smyrna substation. The design included expansion of the existing substation, the addition of a new 115kV transformer bus, and the addition of two 30MVA transformers. The station low side was designed to include two main transformer breakers, two 25kV main busses, a bus tie circuit breaker, and six (6) distribution feeder circuits.

Gainesville Regional Utilities

- Parker T-76 Transformer Cabinet Replacement – Engineer for the replacement of transformer components, gauges and control cabinet to prolong the life of an aging autotransformer.

Easton Utilities Commission

- Substation No.1 - Project manager and electrical design engineer to convert a 69kV/8.32kV substation high side bus from a radial bus arrangement into a four-element ring bus. Created biddable project drawings and specifications. Also created drawings and specifications for the replacement of one 69/8.32kV 22MVA LTC transformer.

PEPCO

- Harrison Temporary Substation - Project Manager and Senior Design Engineer for multidiscipline design of a new three transformer 34/13.8kV substation for Pepco in Washington, DC. Designed the outdoor substation bus and equipment arrangement, assisted in review of client procured major equipment submittals, and designed for the interconnection of the protection and control systems. Managed subconsultants that were responsible for civil, structural and stormwater management engineering.

Georgia Power/Southern Company

- Plant Vogtle Substation – Substation physical design engineer responsible for preliminary layouts and cost estimates to rebuild the 500kV and 230kV switchyards in support of the building of two new generating units. Projects involved rebuilding the 230kV breaker and a half bus scheme, replacing existing 230kV and 500kV equipment, connecting the existing 500kV bus to the new substation for the new generating units, preliminary layouts of auxiliary substations for the generation step-up transformers and plant auxiliary power transformers, preliminary design of new 230kV ring bus switchyard, and new 500kV breaker and a half switchyard.

**Freeman Bass, P.E.**

Lead Transmission Engineer

Fred Wilson & Associates, Inc.

Role on Project

Mr. Freeman Bass, P.E., will serve as Lead Transmission Engineer for this contract.

Years of Experience

5; joined FW&A in 2015

Professional Registrations

Prof. Engineer Florida (87828)

Education

BS, Electrical Engineering, University of Florida, 2014

Areas of Specialization

- Transmission Design
- Distribution Design

Software Proficiencies

- PLS-CADD
- CAISSON
- Synergi

Summary of Experience

Mr. Bass joined Fred Wilson & Associates, Inc. in 2015 and has five years of electrical engineering experience.

Select Project Experience**Transmission Engineering Experience:****Florida Power & Light**

- SR-20 Transmission Relocation – Relocate approximately 6.5 miles of 138kV transmission line including a two-way transmission switch for the expansion of SR-20.
- US-301 Transmission Relocation – Relocate 1 mile of 138kV transmission line to accommodate the Starke bypass
- SR-46 Transmission Relocation – Relocate approximately 5 miles of 138kV transmission line for the expansion of SR-52.
- SR-223 Transmission Relocation – Relocate approximately 1 mile of 138kV transmission line for a new bridge.
- Multiple Maintenance Replacement Projects
- Multiple LiDAR Remediation Projects
- Delta-Glenn 115kV – New 3.4-mile double circuit transmission line

Beaches Energy Services

- 115kV Transmission Relocation at Guana Substation - Six pole relocation for the expansion of Guana Substation
- 115kV 801 Line Kings Road Transmission Relocation – Four pole relocation for the expansion of a bridge
- 804-1 Clearance Remediation at Sampson Substation
- Fort Diego 138kV By-Pass Transmission Switch Installation.
- 805 Fiber Installation – Install 17 miles of ADSS fiber optic cable
- PLS CADD review of the entire 138kV system for system improvements and clearance violations

City of Lake Worth

- 3030/3031 138kV Two-Way Transmission Switch Replacement for the City of Lake Worth
- 138kV Hypoluxo-Main Transmission Switch Installation for the City of Lake Worth

Reedy Creek Energy Services

- World Drive Electrical Relocation – Relocate approximately .5 miles of two underground 69kV circuits

Distribution Engineering Experience:**Reedy Creek Energy Services**

- Center Drive Electrical Relocation – Relocated two underground circuits, 12kV switchgear, and pad mount transformer for road relocation
- World Drive Electrical Relocation – Relocated six underground circuits, manholes, and switch gear for road relocation

**Freeman Bass, P.E.**

Lead Transmission Engineer

Fred Wilson & Associates, Inc.

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- Italian Job – Provided service to buildings, consisting of four 15kV pad mount switch gear, ten 300-1500kVA pad mount transformers, and approximately 10,000' of 15kV cable. New fiber and SCADA monitoring system designed.
- Project 88-2 – Provided service to a new building, consisting of three 15kV pad mount switch gear, four 1000-2500kVA pad mount transformers, and approximately 2,000' of 15kV cable. New fiber and SCADA monitoring system designed.
- Carousel of Progress Substation Replacement- Replaced 4 existing HPL metal clad switch gear with pad mount transformers
- U406 Replacement – Replace existing station class transformer with new pad mount transformer. Temporary power provisions to allow building to remain in service while transformer was being replaced.

City of Bartow

- Northern Connector Overhead Tie – New 2.6 mile overhead and underground distribution feeder tie

Florida Power and Light

- Multiple overhead AFS Switch Replacement Projects
- Multiple transmission under build replacement projects

Industrial Engineering Experience:**Reedy Creek Energy Services**

- Central Energy Plant MCC-3B Replacement – Replaced 4.16kV motor control center and developed the motor protections settings for SEL-710.
- Magic Kingdom RTU Replacement – Replaced obsolete RTU units with SEL Axion at 6 Substations

**Floyd Fasking, PE**

Lead Distribution Engineer

Fred Wilson & Associates, Inc.

Role on Project

As Lead Distribution Engineer, Mr. Floyd Fasking, PE, will provide design engineering and leadership for transmission and distribution projects.

Years of Experience

34; joined FW&A in 1996

Professional Registrations

Professional Engineer:
Florida (48111),
South Carolina (30304)

Education

Bachelor of Electrical Engineering,
Georgia Institute of Technology
(Atlanta, GA), 1986

Areas of Specialization

- Underground & Overhead Distribution Design
- Highway & Roadway Lighting
- Distribution Project Management
- Permitting of Distribution Facilities
- Distribution System Reliability Studies
- Quality Improvement Process

Professional Memberships

- Institute of Electrical and Electronics Engineers (IEEE)

Summary of Experience

Mr. Fasking joined FW&A in 1996 and has 30 years of electrical engineering experience. He has successfully managed distribution projects for more than 20 years. He also has significant experience with overhead-to-underground conversion projects and facility upgrades. During his previous nine years at FPL, he developed particular expertise with large underground and overhead distribution projects.

Select Distribution Project Experience***Distribution Projects (Project Manager)***

FAMU: Campus-wide medium voltage distribution upgrades, converting the overhead and underground 5kV system to a 15kV underground system. The design included a new manhole system, padmount transformers and switchgear, as well as the associated electrical service upgrades to approximately 20 buildings.

Clemson Distribution System Master Plan: Lead Distribution Engineer for the independent evaluation of Clemson University electric utility system, master plan, and PowerPoint presentation for Board of Trustees.

Beaches Energy Services: 26.4kV overhead-to-underground & voltage conversion east of 3rd St. in Neptune Beach and installed a new 26.4kV underground express feeder 553 from their Penman Road Substation.

JEA:

- 26.4kV overhead and underground distribution on Shindler Dr. (103rd St. to Argle Forest).
- 26.4kV overhead-to-underground & voltage conversion and relocation on Main St. (4th to 12th Streets and 1st to 4th Streets); and 8th St. (Blvd. to Main St.).
- 26.4kV overhead distribution relocation and street light design on Touchton Road.
- JEA/Clay Electric – Distribution facilities relocation and street light design layout for upgraded Doctor's Inlet Bridge.

Distribution Engineering at FPL (9 years prior to joining FW&A)

- Served as Distribution Engineer, Senior Distribution Engineer and District Engineer for FPL. Designed major 13kV-to-23kV voltage conversion for a large commercial and residential area that included fuse coordination analysis and the addition of autotransformers and regulators. Designed numerous overhead and underground distribution layouts for subdivisions

Lighting Projects***Florida Department of Transportation
(Project Manager and Engineer of Record):***

Numerous highway interchange and roadway lighting projects –
Provided lighting analysis and design services for numerous interchange lighting projects (predominantly high mast) as well as numerous conventional roadway lighting projects. Sample projects (most completed within the past 10 years) include:

- SR 93 (I-75) from south of SR 121 to south of SR 222 in Alachua County (upgrade existing underdeck and high mast lighting)
- SR-9A/SR-5 Interchange and underdeck lighting in Duval County

- I-10/SR-75 Interchange and underdeck lighting in Jackson County
- I-10/SR-285 Interchange and underdeck lighting in Walton County
- I-10/US-90 Interchange and underdeck lighting in Gadsden County
- I-10/SR-83 Interchange and underdeck lighting in Walton County
- I-10/CR-286 Interchange and underdeck lighting in Jackson County
- I-10/SR-57 Interchange and underdeck lighting in Jefferson County
- I-10/SR-10A Interchange and underdeck lighting in Escambia County
- SR 113 –RRR report, underdeck and high mast lighting upgrades, pedestrian crosswalk lighting at signalized intersections.
- SR 5 – Lighting 6 Midblock Crosswalks in Duval County
- SR 10 – Prepared RRR report for existing roadway lighting conditions
- Roadway lighting on Fairfield Dr. in Escambia County
- Drs. Inlet Bridge (US-17) lighting in Clay County
- Main Street Bridge (SR 5) lighting in Duval County

Conventional Roadway Lighting Projects in Duval County (Project Manager and Engineer of Record):

Provided lighting analysis and design services for numerous conventional roadway lighting projects, many of which coordinated with simultaneous roadway construction and electric utility adjustments. Several required the use of a light meter to analyze existing light, and some required decorative lighting fixtures. Sample roadway lighting projects include:

- Collins Road from Shindler Drive to Rampart Road for JTA
- US 17 and St. Johns Bluff Road for JEA
- SR A1A for Beaches Energy Services (BES)
- Shindler Drive for Connelly & Wicker (Better Jax Project)



Frank H. Wilson III, PE

Lead Civil Engineer

Fred Wilson & Associates, Inc.

Role on Project

Mr. Frank Wilson III, PE, will provide civil engineering design and permitting, and lead specialty subconsultants in environmental wetlands and floodplain modeling.

Years of Experience

45 (28 as a civil engineer); joined FW&A in 1975

Professional Registrations

Prof.I Engineer, Florida (#51577); Georgia (#030619)

Education

BS, Civil Engineering, University of Florida, 1990

Areas of Specialization

- Civil/Site Development & Permitting
- Computer-aided Hydrologic and Hydraulic Modeling
- Storm Drainage Design & Stormwater Permitting
- Water & Sewer Utility Line Design
- SPCC Containment Designs & Retrofits
- Storm Water Pollutant Prevention Plan (SWPPP)
- Erosion Control Design Plans

Professional Memberships

- Florida Engineering Society (FES)
- American Society of Civil Engineers (ASCE)
- Florida Stormwater Association (FSA)
- National Society of Professional Engineers (NSPE)
- American Society of Highway Engineers (ASHE)

Summary of Experience

Mr. Wilson joined FW&A in 1975, and has 45 years of civil engineering experience, including 28 years as a licensed Professional Engineer. Mr. Wilson directs the firm's transportation and utility permitting efforts and serves as engineer of record for all site development, storm drainage and water/sewer utility projects. He has designed patrol roads for several JEA 230kV line projects and performed site design for several JEA substations.

Select Project Experience

Civil Engineering for Substation Projects (Lead Civil Engineer):

JEA

- New 230kV/26kV Dinsmore Substation – civil site design and permitting. This project included a few interesting challenges. The adjacent property along the east side of the substation drained to the site and needed to be collected and re-routed out of the footprint of the substation. The FDEP would not allow a ditch between the wetlands east side of the property and the substation. The offsite runoff had to be piped which took many manholes to along the east side of the substation. The site was also an active cattle pasture, so precautions were needed during Survey, Wetland Delineation, Geotechnical exploration, and other agency site visits.
- New 230kV/26kV Mt. Pleasant Substation – civil site design and permitting. This project included a few interesting challenges. Zoning restriction uncovered during permitting preparations required 100ft tree buffer on 3 sides. The initial Stormwater pond was reduced in size and designed to overflow into a transmission easement during larger storms. The transmission easement was modified to hold the excess flow but still be accessible by bucket trucks for maintenance.
- New 69kV/26kV Kings Avenue Substation – civil site design and permitting of a fasttracked project driven by Baptist Hospital's planned shutdown of their cogeneration plant. The initial plan was to avoid a stormwater pond since the substation was using most of the property. Newly revised rules from the St. Johns River Water Management District would have allowed this, but FDEP had not adopted the new rules and required a pond. Five small interconnected ponds were designed in the corners around the substation yard using all available property to meet FDEP requirements.
- New 230kV/26kV Bartram Substation – civil site design and permitting. This site had ample area for the substation and a pond without wetland impacts. FDEP had no issues with the stormwater design presented and issued the permit with no requests for more information or comments.
- New 230kV/26kV Starratt Substation – civil site design and permitting. This scope also included a 2.5-mile power line patrol road through the Dunn Creek headwaters. Two stormwater ponds were designed and permitted for this project.
- New 230kV/26kV Cecil Commerce Center North Substation – civil site design and permitting. This site was mostly wetlands that are continuously flooding due to beavers building dams on the area's tributaries.



Frank H. Wilson III, PE

Lead Civil Engineer

Fred Wilson & Associates, Inc.

- New 230kV/26kV Point Meadows Substation – civil site design. Designed stormwater retention into the rock voids in the rock yard of the substation and obtained stormwater permitting. This site was mostly wetlands that were in the 100-yr floodplain and everything drained to the volumetric restricted Pablo Creek watershed basin. The stormwater retention design reduced the volume of the runoff from the project area and met the downstream restrictions. The floodplain fill and compensatory storage created to offset the fill was approved by FEMA.

Reedy Creek Energy Services – Civil site design (including access road), drainage and permitting for new 69kV Victory Way Substation.

Georgia Power Company – SPCC evaluations and designs for numerous substations.

Civil Engineering for Transmission Projects (Lead Civil Engineer):

JEA

- Access Road, drainage and permitting relocation of 230kV transmission line (Ckt 944) on Brannan Field Road.
- Starratt Electrical Substation and 2.5 miles of electric transmission line and patrol road through the Dunn Creek swamp headwaters. Two stormwater ponds for electric substation site and over 22 acres of wetland impacts permitted through FDEP and US Army Corps of Engineers.
- 11.5-mile Electric Transmission line and patrol road for JEA. Over 31 acres of wetland impacts permitted through St. Johns River WMD and US Army COE. Project connected JEA Jacksonville Heights Electric Substation off Sandler Road to FPL Duval Electric Substation off Yellow Water Road.

Drainage & Permitting and Water/Sewer Projects (Lead Civil/Drainage Eng):

JEA

- Water/sewer adjustments on San Pablo Road from Beach Blvd. to Atlantic Blvd.
- Water Main upgrades on SR 211 (Riverside Ave.) from San Juan to Edison Aves.
- Water and Sewer Retrofit designs on the Trout River Bridge in Jacksonville, Fla. Designed bridge-attached sanitary sewer force main.
- New Water and Sewer Extension design on Philips Hwy. from Southside Blvd. to Greenland Road in Jacksonville, Fla. 1.2 miles. Coordinated with FW&A-designed highway improvements (for FDOT).

City of Jacksonville

- Rebuild and lane additions on San Pablo Road from Beach Blvd. to Atlantic Blvd.; 2.2 miles. Designed storm drainage and water/sewer upgrades. Widening from urban undivided two-lane road to urban undivided three-lane road.
- Rebuild and lane widening design on Lane Ave. from Ramona Blvd. to 5th St.; 2 miles. Designed storm drainage, retention/detention ponds and water/sewer utility upgrades (including force mains). Obtained project permitting. Widened from urban undivided two-lane to urban undivided five-lane section. Included bike lanes and sidewalks.
- New water main extension design on Powers Ave. from University Blvd. to Old Kings Road; 1.9 miles. 24-inch main with a 30-inch lateral. Water/sewer construction cost: \$1M+. Coordinated with FW&A-designed roadway improvements.
- Widening of Powers Ave. and permitting of associated regional pond.

**J. David Hopkins, P.E.**

Principal Engineer – QA/QC

Fred Wilson & Associates, Inc.

Role on Project

Mr. J. David Hopkins, PE, will serve as a Consultant and QA/QC for this contract. He is available as required.

Years of Experience

48; joined FW&A in 1982 after nearly 10 years at JEA

Professional Registrations

Professional Engineer, Florida (PE #60945), Georgia (PE #29821), Alabama (PE #26478-E), North Carolina (PE #030127), Colorado (PE #38647), Texas (PE #110782)

Education

Bachelor of Technology in Construction, University of North Florida (Jacksonville, Fla.), 1979

Areas of Specialization

- T&D Project Management
- Substation Design
- Transmission Design
- Distribution Design
- Relay Engineering and Protective Device Coordination

Professional Memberships

- Institute of Electrical and Electronics Engineers (IEEE)
- Power Engineering Society of IEEE
- National Society of Professional Engineers (NSPE)
- Florida Engineering Society (FES)

Summary of Experience

Mr. Hopkins joined FW&A in 1982 and has over 48 total years of electrical engineering experience. He brings value through the breadth and depth of his electric utility engineering experience and leadership, and he has extensive experience with all facets of Transmission & Distribution (T&D) engineering, including system studies, distribution, transmission, substation and relaying projects. He also has substantial fiber-optic engineering experience. Mr. Hopkins managed projects successfully for more than 25 years. He excels at client responsiveness and at dealing quickly and decisively with project concerns. His experience allows him to anticipate obstacles on the front end of projects and creatively address complications all the way through construction. Mr. Hopkins began his career working on distribution lines on a JEA Line crew, and has maintained a practical, down-to-earth approach.

Select Project Experience**Transmission Engineering (Project Manager / Engineer of Record)****Transmission Projects for JEA:**

- Intercept 138kV Circuit 841 between Ritter Park and Nassau substations, new double circuit 230kV Loop in and Out of the new Starratt Road Substation operated at 138kV (Ckts 841 & 829).
- Circuit 856 Imeson to Anheuser Busch substations. Rebuild existing 69kV circuit 643 to 230kV standards and energize it at 138kV.
- Circuit 857 Ritter Park to Anheuser Busch substations. Rebuild existing 69kV circuit 644 to 230kV standards and energize it at 138kV.
- Upgrade Ckt 678 to 138kV Construction on Talleyrand Ave. from Georgia St. to Dillon Substations.
- Brannan Field/Chaffee Road (I-10 Interchange) Ckt 944 – 230kV transmission line relocation.
- New 230kV Transmission Line, Ckt 954 between the Duval and Jax Heights Substations (11.5 miles).
- Relocate 230kV circuits 918, 926, 934 and 935 as required for the Atlantic Boulevard and Kernan Blvd overpass project.
- Relocate 69kV circuit 660 from Grand Park to West Jax substations. A portion of the route included CSX railroad right of way.

Lakeland Electric:

- New 69kV Transmission Line between the Orangedale to Socrum Substations (8 miles).

Ocala Electric Utility:

- Rebuild the 69kV Transmission Line between Ergle and Silver Springs Substation, Steel poles, including 1000 feet of 69kV underground.
- New 69kV Transmission Line between the Dearmin and Baseline Substations, spun concrete poles with double circuit distribution under-build on FDOT SR 35 (3 miles).

Beaches Energy Services:

- Install new 138kV transmission tap to Penman Rd Sub.

Reedy Creek Energy Services:

- Relocate two (2) underground 69kV, 1500kcmil circuits, both approximately 1500 feet each to new splice pits, directional drilled for new FDOT interchange.
- Relocate two (2) underground 69kV, 1500kcmil circuits, for interchange at World Drive. The Car Care to Wastewater and Car Care to Studio circuits were both 3600 feet, direct buried and in duct bank to new splice pits.

Substation/Relay Engineering (Project Manager/Principal Engineer)

Substation/Relay Project for JEA:

- New 230kV/26.4kV Mt. Pleasant Substation with three SF6 circuit breakers and two 50MVA transformers.

Substation/Relay Projects for Ocala Electric Utility:

- Major upgrades to 69kV and 12.47kV portions of Ergle, Sharpes Ferry, Dearmin, and Water Plant substations.
- **Substation/Relay Projects for Reedy Creek Energy Services:** Relay Upgrades to 69kV/12.47kV Epcot, Lake Buena Vista, and Magic Kingdom Substations; and Rebuild of 69kV/12.47kV Epcot and Admin Substations. New 69kV Victory Way Substation with four-breaker ring bus and two 30MVA transformers.

Substation/Relay Projects for FPL:

- Replacement of 13.8kV and 23kV feeder breakers for a number of FPL distribution substations, including Hibiscus, Macclenny, McDonnell, Merritt and Port Orange.
- Replacement of 230kV transmission circuit breakers at the Orange River, Whidden and Ft. Myers substations. Design included the S&E and the P&C portions of the replacement.
- Layout and design for the installation of a third 560MVA, 230/138kV autotransformer at the Broward substation. Design includes performing a substation grounding study and the addition of substation shielding and protection of existing autotransformers and busses at the substation.

Substation/Relay Projects for Georgia Power Company:

- Major upgrades to 230kV/115kV/69kV Thomasville Transmission Substation, Phases 1-2; upgrades to 230kV/25kV Holcomb Bridge Road Substation; upgrades to 46kV/12.47kV Unadilla Substation; upgrades to 115kV/12.47kV Fair Road, North Griffin and Pittman Road substations.

Substation/Relay Projects for Cape Canaveral Air Force Station:

- Rebuild of 115kV/13.2kV North and South substations; major upgrades to 115kV/13.2 kV Titan Substation.

Substation/Relay Projects for Kennedy Space Station:

- Rebuild of 115kV/13.8kV C5 and 115kV/13.2kV Orsino Substations from a breaker and a half to a ring bus.

P. Rodney Mank, PE
Vice President / Principal Engineer



Licenses

Florida Professional Engineering No. 41986

Georgia Professional Engineer PE033805

Education

BSCE - University of Florida, 1984 / Graduate Courses, Civil Engineering: University of Central Florida, Florida International University, 1986-1988

MBA - University of South Florida, 1996

PROFESSIONAL EXPERIENCE

- Geotechnical explorations
- Sinkhole exploration & remediation
- Shallow & deep foundation evaluations & recommendations
- Slope stability analysis
- Retaining & MSE walls
- Reinforced slopes
- Ground modification procedures
- Laboratory & field testing of soils & construction materials
- Pavement design & evaluation
- Construction inspection

SUMMARY OF QUALIFICATIONS

Mr. Mank is a licensed Professional Engineer in Florida and Georgia with more than 30 years of technical and managerial experience. His expertise includes planning, managing and engineering responsibilities on geotechnical explorations for transportation facilities ranging from new divided roadway to lane widenings, bridges and miscellaneous structures. His experience includes directing field and laboratory testing programs during construction.

PROJECT EXPERIENCE

JEA Westport Substation, Jacksonville, FL – Principal Geotechnical Engineer. The purpose of the geotechnical exploration was to evaluate the subsurface conditions at a planned substation. MAE performed multiple Standard Penetration Test (SPT) borings at the substation, transmission line and stormwater pond locations. Recommendations for foundation design, site preparation and earthwork were detailed in MAE's report.

Georgia Pacific Power Distribution Facility, Palatka, FL – Principal Geotechnical Engineer for project. The geotechnical exploration was performed to evaluate the general subsurface conditions within the area of two proposed power distribution poles, and to provide estimated soil parameters to be used in the design of the drilled shaft foundations supporting these structures. Two Standard Penetration Test (SPT) borings, drilled to depths of approximately 30 feet below the existing ground surface, were performed in general accordance with the methodology outlined in ASTM D 1586. Quantitative laboratory testing was performed to better define the composition of the soils encountered and to provide data for correlation to their anticipated strength and compressibility characteristics. The laboratory testing determined the Atterberg limits, natural moisture, and percent fines content of selected soil samples. The groundwater level was encountered at each of the boring locations and recorded at the time of drilling at depths of 2 feet and 2 feet 5 inches below the existing ground surface. MAE recommended that the water table be re-measured prior to construction due to seasonal fluctuations. MAE provided a report included power distribution pole structure foundation design considerations.

FPUC Stepdown Substation High Side Circuit Switchers, Fernandina Beach, FL – Principal Geotechnical Engineer for project. The geotechnical exploration was performed to evaluate the general subsurface conditions within the footprint of two proposed High Side Circuit Switcher structures, and to provide recommendations for foundation support and design and site preparation. The two High Side Circuit Switcher structures will be supported by a cast-in-place mat slab foundation. The planned substation was located within an existing stormwater retention pond located

at the northwest corner of the intersection of Dave Rawls Boulevard and William Mills Street on Blount Island in Jacksonville, Florida. Prior to our field exploration, the substation site had been constructed with fill soil placed behind a steel sheet pile wall that extended into the pond. The southern boundary of the fill was the existing pond berm. MAE's underground exploration included eight Standard Penetration Test (SPT) borings to a depth of 40 feet below existing ground surface. Laboratory testing included soil properties and soil resistivity. Recommendations for foundation design, site preparation and earthwork were detailed in MAE's report.

Guana Substation Additions, Ponte Vedra Beach, FL – Principal Geotechnical Engineer. The existing site was expanded to include slab-on-grade foundations for power transformer and circuit breakers, and augured pier foundations for terminal structures, bus support and switch foundations. MAE's responsibilities included Standard Penetration Test (SPT) soil borings to depths up to 40-feet, and percolation and infiltration tests at the proposed drainage location. We also provided a geotechnical engineering evaluation, estimate of seasonal high groundwater level, soil and foundation design parameters, and recommendations of testing required during site preparation and earthwork construction.

JEA Jaxport Blount Island Electric Substation, Jacksonville, FL – Principal Geotechnical Engineer. The purpose of this exploration was to explore the subsurface conditions at the site to provide recommendations for design and construction of the shallow and mat foundations for the proposed construction.

JEA Point Meadows Substation, Jacksonville, FL - Principal Geotechnical Engineer for project. The Substation will provide load relief for the Baymeadows and Southeast substations and will ultimately consist of two power transformers and six feeders. MAE's responsibilities included Standard Penetration Test (SPT) borings for the proposed structure foundations as well as borings within the proposed stormwater ponds for evaluation of the encountered soils as structural fill. Samples were also obtained at depths specified by JEA for laboratory resistivity testing. A Geotechnical Report was prepared that will include estimates of geotechnical properties for design of the foundations and recommendations for site preparation and construction.

JEA Circuits 675/676 Replace Structure 4, Jacksonville, FL – Senior Geotechnical Engineer for this project, which included the replacement of the 2-pole Structure 4 of Circuits 675/676 due to the condition of the wood poles. MAE's responsibilities included one Standard Penetration Test (SPT) boring offset approximately 30 feet of the existing structure due to overhead utility lines. A Geotechnical Report was prepared which included geotechnical design parameters based on empirical correlations between N-values and various soil properties.



YEARS EXPERIENCE

- 16 years



John P. Grady, P.E., S.E., MLSE, SECB

Certifications

- Certified Model Law Structural Engineer by NCEES.
- Certified Structural Engineer by the Structural Engineer Certification Board (SECB)

Professional Engineering Licenses

- Florida # 69322
- Georgia # 43236
- South Carolina # 35485
- North Carolina # 46248
- Ohio # 73591
- Illinois #081.007993
062.071803
- Nevada # 261180
- California #89965
- Washington # 55352

Safety Training

- Jacksonville Electric Authority–
Substation Safety Training

Professional Affiliations

- American Society of Civil Engineers
- Structural Engineering Institute
- Florida Structural Engineers Assoc.
- American Concrete Institute
- American Institute of Steel Construction

BACKGROUND EXPERIENCE

John earned a Bachelor of Science in Civil Engineering degree from Ohio University with a concentration in Structures. He has completed both the standard civil professional engineering examination and the NCEES 16 hr structural engineering examinations enabling him to obtain the additional S.E. license designation in states where it is required for the design of significant structures. John is a licensed engineer in nine states and is also a certified Model Law Structural Engineer (MLSE) by NCEES and is certified by the Structural Engineering Certification Board (SECB).

John began his career as a structural engineer for GPD Group in Akron, Ohio. His responsibilities at GPD included structural analysis of self-supported steel lattice towers, guyed towers, and monopole towers. John was responsible for analyzing tower structures and their supporting foundations for new antenna and equipment loadings. Where tower structures or their foundations were found to be deficient, John was responsible for designing structural modifications to bring the tower structure and its foundations into compliance with the governing codes. John was also responsible for overseeing and inspecting the construction of tower modification projects in accordance with the project construction documents

John then relocated to Florida accepting a position as a civil engineer at Matthews Design Group (MDG), Inc. in Saint Augustine, Florida. John's responsibilities at MDG, included civil engineering design, project management, permitting, construction oversight and inspection for various civil engineering projects including projects in the residential, commercial, and public sectors. Simultaneously during this time John also worked as a consulting structural engineer, providing structural engineering for various projects including residential, marine, and civil structures.

In 2010 John joined Structures International, LLC where he works on various structural engineering projects including residential, commercial, industrial, marine, utility, and civil structures. His responsibilities include project management, structural analysis, final structural engineering design, inspection and preparation of structural construction drawings and reports of structural field inspections. John is skilled in wind and seismic lateral structural design of structures, shallow and deep foundation design, and structural design utilizing steel, reinforced concrete, reinforced masonry, wood & heavy timber, light gauge metal, and aluminum.

Electric Utility Experience

John has extensive experience in structural engineering experience in the electric utility industry and has completed numerous projects for several Florida utility entities including:

Beaches Energy
Florida Power & Light
Jacksonville Electrical Authority
Florida Public Utilities
Utilities Commission City of New Smyrna Beach
Reedy Creek Improvement District
Gainesville Regional Utilities
City of Ocala – Electrical Utilities

WWW.STRUCTURESINTL.COM

Daniel Colley



Summary of Experience

Mr. Colley is a State of Florida Certified Underground Utility and Excavation Contractor with 26 years of experience in the utility industry, four years of which were spent working as a Senior Utility Coordinator under the Florida Department of Transportation (FDOT), District Two General Engineering Contract on projects ranging in complexity from simple resurfacing projects

with associated appurtenances upgrading to design-build interchange projects. In this role, he was responsible for utility coordination between FDOT project design/consultant engineers and multiple utility agencies (both municipalities and private companies) in accordance with Florida Statutes, FDOT Standards, and policies. Mr. Colley's responsibilities included reviewing FDOT utility permit applications, creating and processing Utility Work by Highway Contractor Agreement (UWHCA) packages and utility work schedules, initiating UWHCA (design and construction) funding within FDOT, conducting coordination/ progress meetings, and reviewing and processing utility agency easement subordinations and subsequent compensable claims.

Mr. Colley is experienced in managing a Joint Agency Project Department which included the design and relocation of water, sewer, electric, and fiber existing facilities that were impacted by right-of-way owners such as FDOT and the City of Jacksonville to accommodate proposed roadway/lighting/ signal/drainage projects as well as design and installation of new – upgraded water and sewer facilities. Mr. Colley has managed water and sewer design and construction projects ensuring that each project was constructed safely, with quality, on budget, and on schedule. He also has contract administration experience assisting in the technical writing of bidding specifications for water and sewer construction projects.

Project Experience

Bus Rapid Transit (BRT) Phase 1 (Downtown Jacksonville), Jacksonville Transportation Authority (JTA), Duval County, FL. T2 Utility Engineers provided the horizontal and vertical control, alignment and design survey to include right-of-way surveying and subsurface utility engineering to include ASCE 38-02 Quality Level B Designating and ASCE 38-02 Quality Level A Locating of subsurface utilities for Bus Rapid Transit project throughout Downtown Jacksonville and the South Bank for the Jacksonville Transportation Authority (JTA).

Bus Rapid Transit (BRT) / Arlington Expressway, Jacksonville Transportation Authority (JTA), Duval County, FL. T2 Utility Engineers completed a full control, alignment, design and right-of-way survey to include Subsurface Utility Engineering ASCE 38-02 Quality Level B Designating and ASCE 38-02 Quality Level A Locating of subsurface utilities for the proposed new bus stops along Arlington Expressway at Cesery (East and West Bound) and at Bert Road for this JTA project.

Current Position

Assistant Branch Manager

Years of Experience

26

Joined T2

November 2017

Education

Studied Business Management / Penn Foster College

Professional Registrations

- State of Florida Certified Underground Utility and Excavation Contractor
No. CUC1224277



Daniel Colley

[McDuff Avenue Improvements, Jacksonville Transportation Authority \(JTA\), Duval County, FL.](#) T2 Utility Engineers is providing the ASCE 38-02 Quality Level B Designating and ASCE 38-02 Quality Level A Locating of subsurface utilities as well as utility coordination for this McDuff Avenue improvement project from Melson Avenue to Huron Street for this JTA Mobility project.

[First Coast Flyer Southwest BRT, Jacksonville Transportation Authority \(JTA\), Duval County, FL.](#) T2 Utility Engineers provided the subsurface utility engineering to include ASCE 38-02 Quality Level B Designating and ASCE 38-02 Quality Level A Locating of subsurface utilities for the roadway improvements and bus stops for this JTA project in the City of Jacksonville.

[SR 115 \(Southside Boulevard\) at Deerwood Park, Florida Department of Transportation District Two, Duval, County, FL.](#) T2 Utility Engineers provided the horizontal and vertical control, alignment and design survey to include right-of-way surveying and mapping along with subsurface utility engineering to include ASCE 38-02 Quality Level B Designating and ASCE 38-02 Quality Level A Locating of subsurface utilities for this major intersection improvement project.

[SR 202 at San Pablo Road Diverging Diamond Interchange \(DDI\), Florida Department of Transportation District Two, Burgess & Niple, Inc., Duval County, FL.](#) As a subconsultant to Burgess & Niple, T2 Utility Engineers provided the horizontal and vertical control, alignment and design survey to include right-of-way surveying and mapping along with subsurface utility engineering to include ASCE 38-02 Quality Level B Designating and ASCE 38-02 Quality Level A Locating of subsurface utilities for this diverging diamond interchange improvement project.

[Districtwide Surveying and Mapping Contract, Florida Department of Transportation, District Two, Various Counties, FL.](#) T2 Utility Engineers has been providing District Two with control, alignment, design, right-of-way surveying and mapping services, as well as subsurface utility engineering services within the district's 18-county area. We are currently in our 2nd year of this contract and this is our 4th consecutive District Wide Surveying and Mapping contract for District Two.

[SR 5A \(King Street\) from Malaga Street to Avenida Mendeze \(SR A1A\), Florida Department of Transportation District Two, St. Johns County, FL.](#) T2 Utility Engineers provided the subsurface utility engineering (ASCE Quality Level B) designating for selected areas within the project limits and (ASCE Quality Level A) locating was to clear signal foundations and for utility conflict points. T2 Utility Engineers also provided full utility coordination services.

[SR 5A \(King Street\) Drainage Improvements, Florida Department of Transportation, District Two, Hanso Professional Services, St. Johns County, FL.](#) As a subconsultant to Hanson Professional Services, T2 Utility Engineers providing designating (ASCE Quality Level B) and locating (ASCE Quality Level A) subsurface utility engineering services to determine the horizontal and vertical position of the underground utilities within the project limits, as well as full utility coordination services.

[SR 26 at I-75 from NW 75th Street to NW 69th Terrace, SR 26 at I-75, Florida Department of Transportation District Two, Burgess & Niple, Alachua County, FL. Project Coordinator / QA/QC Manager.](#) As a subconsultant to Burgess & Niple, T2 Utility Engineers provided the horizontal and vertical control, alignment and full TOPO/DTM for this operational improvement and signal project. Subsurface utility engineering (ASCE Quality Level B) designating was obtained by T2 Utility Engineers for selected areas within the project limits and (ASCE Quality Level A) locating was provided to clear signal foundations and for utility conflict points. T2 Utility Engineers also provided full utility coordination services for this project.

[SW 62nd Boulevard, City of Gainesville, Alachua County, FL.](#) T2 Utility Engineers provided the horizontal and vertical control, alignment and design survey to include right-of-way surveying and mapping, subsurface utility engineering to include ASCE 38-02 Quality Level B Designating and ASCE 38-02 Quality Level A Locating of subsurface utilities for this new roadway alignment and bridge over Hogtown Creek for the City of Gainesville.

**Christopher B. Ellis****Background/Responsibilities****Environmental Services
Group Leader**

Mr. Ellis leads the Taylor Engineering's environmental services group. In addition he provides environmental expertise on a wide variety of projects including wetlands delineation and habitat characterization, wetlands mitigation design and monitoring, ecosystem restoration, state and federal permitting, threatened and endangered species consultation support, National Environmental Policy Act (NEPA) documentation, submerged resource surveys, water and sediment sampling and data evaluation, and Phase I and II environmental site assessments.

Education

B.S./Environmental Science,
Virginia Polytechnic Institute
and State University

Years of Experience

Total	With Firm
21	21

Professional Affiliations

Society of Wetland Scientists

Project Experience

- City of Jacksonville Dock and Boardwalk Replacements, Duval County, FL (2019) – Environmental and permitting lead for replacement of multiple docks and waterfront boardwalks owned by the City of Jacksonville. Project tasks included wetlands delineation, submerged aquatic vegetation survey, habitat characterization, listed species assessment, impact analysis and mitigation planning, and state and federal environmental permitting.
- DMMA BV-11 Permitting and Design, Brevard County, FL (2019) – Permitting and environmental lead for the design and permitting phases of the Florida Inland Navigation District's 96-acre BV-11 dredged material management area. Work included wetlands delineation, listed species assessment, habitat mapping and characterization, wetland impact analysis (UMAM), mitigation planning, permit application development, and agency coordination.
- Rayonier Mill Discharge Pipeline Replacement, Nassau County, FL (2018) – Environmental and permitting lead for project to replace discharge pipeline at Rayonier's Fernandina Beach plant. Project duties included wetlands delineation, habitat and vegetation community characterization, impact analysis and mitigation planning, state and federal permitting, and agency coordination.
- Moonshine Creek Oxbow Restoration, Palm Beach County, FL (Ongoing) – Project manager and environmental lead for project to restore a natural oxbow within the upper reaches of the Loxahatchee River. Project duties included submerged aquatic vegetation and wetland surveys, habitat and vegetation community characterization, listed species assessment, state and federal permitting, bidding assistance, grant writing and administration, and construction-phase support.
- Jupiter Inlet Lighthouse Outstanding Natural Area Living Shoreline, Palm Beach County, FL (Ongoing) – Project manager and lead environmental scientist to design and permit living shoreline system to protect an eroding shoreline along the south side of the Jupiter Inlet Lighthouse property. Completed wetland and ecological surveys to document shoreline and submerged natural resource conditions. Secured state and federal environmental permits and developed successful grant application resulting in \$200K award for project construction.
- DMMA BV-24A Design and Permitting, Brevard County, FL (Ongoing) – Environmental lead for the natural resource investigation and permitting of Florida Inland Navigation District dredged material management area BV-24, a 112-acre property approximately 1,400 feet west of the Indian River shoreline in southern Brevard County. Work included wetlands delineation and habitat characterization, listed species assessment, impact analysis, mitigation planning, state and federal permitting, agency coordination, and public meeting participation.
- HellCat Bay Wetland Reserve Plan of Operation, Putnam County, FL (2017) – As senior scientist, assisted in development of Wetland Reserve Plan of Operation for an 835-acre Natural Resources Conservation Service Wetland Reserve Easement. The hydrologic restoration project restored freshwater marsh, swamp hardwoods, and pine flatwoods communities on property previously used for timber production, cattle grazing, and game management. Field duties included wetlands delineation, habitat mapping, vegetation community characterization, and listed species assessment.



- BV-4B Design and Permitting, Brevard County, FL (Ongoing) – Environmental lead for field investigations and permitting of a 101-acre Florida Inland Navigation District dredged management material management area. Work included wetlands delineation, habitat characterization, listed species assessment, impact analysis and mitigation planning, state and federal permitting, and agency coordination.
- SJ-14 Wetland Monitoring, St. Johns County, FL (Ongoing) – Project manager and technical lead for salinity and water level monitoring (groundwater and surface water) of a 50-acre freshwater water forested wetland impacted by a dredged material slurry spill in 2006.
- Fort Gates Ferry Terminal Replacement, Putnam County, FL (Ongoing) – Environmental and permitting lead for the replacement of two ferry terminals on the St. Johns River near Welaka, Florida.
- Harbour Point and Fisherman's Wharf Natural Resources Assessment, St. Lucie County, FL (2018) – Project manager and technical lead for shoreline and submerged natural resource (e.g., seagrass, hardbottom) surveys in support of two St. Lucie County waterfront improvement projects along 6,000 linear feet of shoreline. Completed functional assessment (UMAM) to quantify seagrass impacts and required mitigation. Prepared seagrass mitigation opportunity assessment.
- Summer Haven River Restoration, St. Johns County, FL (Ongoing) – Provided design, construction observation, and agency coordination services during construction of a 7-acre beach nesting bird habitat creation area within spoil island MSA-233 near Matanzas Inlet. Maintained solar-powered birdcall and electric fence systems designed to attract least terns and protect the nesting colony from mammalian predators. Provided post-construction shorebird and seabird monitoring services.
- DMMA M-8 Design and Permitting, St. Lucie County, FL (2018) – Led natural resources field investigation and permitting effort to support construction of the Florida Inland Navigation District's M-8 dredged material management area. Tasks included wetlands delineation, habitat mapping and characterization, listed species assessment, gopher tortoise survey, endangered plant survey, submerged resource (seagrass) survey, and state and federal environmental permitting.
- Edgewater Wastewater Treatment Plant Mixing Study, Volusia County, FL (2018) – Led field team for extensive data collection effort including installation of multiple tide gauges, measuring current velocities at multiple locations over a 24-hour cycle, collection of weekly water quality samples (for ultra-trace copper analysis) from multiple locations over a 20-week period, and sampling surface sediments. Provided analysis of water quality data. Collected data supported a modeling study to assess the potential for effluent mixing and dispersion to meet Florida Department of Protection consent order requirements.
- Okaloosa Island Baywalk, Okaloosa County, FL (2018) – As environmental lead, developed conceptual design alternatives to create a living shoreline project to protect and enhance a 2,500 linear foot eroding shoreline along Choctawhatchee Bay. Project features include oyster, saltwater marsh, and coastal strand habitat restoration and enhancement. Performed wetlands delineation and submerged resource (e.g., seagrass, oysters) survey. Led state and federal environmental permitting effort.
- Spoil Island Management Plan, Duval County, FL (2015) – Project manager and technical lead on the preparation of a management plan for 18 spoil islands owned by North Florida Land Trust on Big Talbot Island. The plan identified management practices and projects to support the designated use of each island with a focus on ecosystem services including habitat for beach nesting birds.
- San Sebastian River Natural Resource Survey, St. Augustine, FL (2015) – Project manager for the completion of a natural resource survey of estuarine biological communities, including saltwater marsh, tidal flats, and oyster reefs within a portion of the San Sebastian River.
- Woerner South Wetland Reserve Program, Highlands County, FL (2015) – Senior scientist for wetland restoration of 3,000+ acre sod farm in south central Florida. Project tasks include characterizing existing vegetation community, predicting post-hydrologic restoration conditions, and developing site management activities and long-term monitoring plans.
- Shoreline Stabilization Project, FL School for the Deaf and the Blind, St. Johns County, FL (2015) – As environmental and permitting task leader, provided state and federal environmental permitting services for the construction of a concrete sheetpile bulkhead to stabilize an eroding shoreline. Delineated on-site wetlands and designed saltwater marsh mitigation plan to offset unavoidable wetland impacts. Assisted with construction administration and observation. Provided mitigation success monitoring services.
- SJ-14 Assessment and Remediation, St. Johns County, FL (2015) – Biological lead for the assessment and remediation of a 50-acre freshwater forested wetland site severely impacted by a marine dredged material slurry spill. Specific duties included wetland and ecological impact analysis, salinity and water level monitoring, regulatory agency coordination, and restoration planning.

JOHN PETERSON

(256) 527-4249

JPETERSON@POWERTESTING.US

**INTRODUCTION:**

Over 30 years' experience in the field, over 20 years in project management. Varied experience, in designing, building, and commissioning electrical system sites across the Globe. Design and construction of substations. Ample experience in supervising projects of all sizes, including supervision of labor and maintaining records. Proven customer service record. Secret Security Clearance.

HIGHLIGHTS:

- Proven Project Manager
- Active Secret Security Clearance
- ANSI/NETA Certified Level III Technician
- Knowledgeable in substation maintenance, data center work, testing, commissioning, and various types of test sets and tools
- Proficient with Phase angle meters, Variac, Allen Bradley Drives, RS Logix 5000, AcSElerator, Protest, Doble F6150, Doble 2253, Vanguard EZ CT 2000, Megger, Digital/Analog Multi-meters, Siemens Drives, Wonder Ware, Enoserv RTS, Protection Suite, Omicron and other industry tools/test sets/software.
- Supervision of installation of various electrical systems at multiple military sites.

RELEVANT TRAINING:

- Tennessee Valley Public Power Association Certifications
 - Substation Technician
 - Relay Technician
- ANSI/NETA level III Technician since 2000
- Nationally Registered Paramedic

EXPERIENCE:

- POWER TESTING SERVICES LLC – Battiest, OK, 2017 – Present
 - P&C Field Engineer/Lead Technician
- UTILITY SERVICE CORPORATION - Huntsville, Alabama 1997-2017
 - Project Manager/Subject Matter Expert/Field Engineer
- UTILITY SERVICE CORPORATION – Huntsville, Alabama - 1985-1997
 - Electrician/Substation Technician

OVERVIEW OF PROJECTS:

- Commissioned the electrical systems for large power plants at various military sites.
- Subject Matter Expert for Boeing during MDA Power Plant commissioning for large military site.
- Supervised installation of electrical systems at an international site for MDA and commissioned the electrical equipment after installation.
- Subject Matter Expert for MDA for commissioning activities at various international sites.
- Performed annual maintenance and commissioning at national and international sites for MDA.
- Performed risk analysis of the electrical system for MDA at various sites.
- Power Quality studies at radar sites, power plants, water treatment facilities , national and international over the last twenty-five years.
- Maintained power quality meters and reported bi-weekly on all power quality issues at military site.
- Taught classes on Dranetz Power Quality Meters and software for MDA and Boeing personnel
- Designed and managed the construction of 46-12kV 20MVA Substation.
- Installed new electrical equipment and solid state relay protection system and commissioned it for a facility in Boston, MA.
- Substation construction, System upgrade and commissioning at numerous power boards and electric cooperatives.
- Blueprint revisions, acceptance and commissioning work for 3 Primary and over 20 of the Distribution Substations at Redstone Arsenal, AL.
- Continue to support primary contractor on an on-call basis for all Redstone and NASA power distribution systems.
- Commissioned the peak shaving generators and transformers at Primary Substation 2 at Redstone Arsenal, AL.
- Commissioned a 50 MW power plant in Minnesota for a first generation power plant to burn hazardous waste as fuel.
- Emergency response to electrical system failures at power and manufacturing plants and utilities nationally and worldwide.
- Forensic investigations of electrical failure and fatalities for insurance and legal actions which included accident re-creation in several cases.
- Investigated and resolved power failure issues at a government sites at the request of Corps of Engineers, Huntsville Center.
- Performed installation supervision and commissioning of 450MW combined cycle power plant.
- Commissioned and continue to support large commercial manufacturing facilities electrical distribution systems.
- Start Up Coordinator over seeing all construction, testing and commissioning of substation upgrades on First Energy 69kV- 345kV systems.
- Lead NETA Test Technician for testing and commissioning at a large client data center construction site.

Name:
Company Name:
Project Role:

Janet O. Whitmill, RLA, principal for
Janet O. Whitmill, RLA, Inc.
EXHIBIT A TO ASSIGNMENT AND ASSUMPTION AGREEMENT
Landscape Architect

ATTACHMENT B

Years of Experience:

18 years, Principal/President
12 years with other firms

Education:

University of Florida
Bachelor Landscape
Architecture

Landscape Architectural
Foreign Studies Program

Janet O. Whitmill brings excellent research and analysis skills in land development, environment and site planning. She began her private Landscape Architectural business in 1998. Based on her previous employment with The City of Jacksonville Ms. Whitmill is knowledgeable with local regulations and agencies. She works with other county officials in successful efforts to achieve approval for construction and/or renovations projects. She keeps current on environmental regulations and developments planning and designing the use, allocation and arrangement Through the creative application of biological physical, mathematical and social processes. Ms Whitmill has experience with local and state roadway projects as well as the Jacksonville Port Authority and the Jacksonville Electric Authority.

REPRESENTATIVE PROJECT EXPERIENCE

U.S. POSTAL SERVICE PROJECTS

Provided planning, site plan analysis and need assessments for U.S. Postal Service on multiple projects.

Charleston, WV; Charleston, SC; Williston, FL; Lake City, FL; Fleming Island, FL; Chiefland, FL; Kingsland, GA; Jacksonville, FL; Air Mail Facility;

CITY OF JACKSONVILLE PROJECTS

Provided planning, on-site inspections, local regulation approvals, Arrangement of program uses within the constraints of the site and budget, and site plan analysis for Several project locations:

Parks: Earl Johnson; Gardner Simms; Riverview; Singleton; Westside; Scott; Terrace; Woodstock; Bruce; Lem Merritt; McGirts Creek; Bert Maxwell; Mandarin; Charles Reese; Churchhill: East Library; East Library; SE Regional Branch Library; South Mandarin Library; Argyle Branch Library; Westconnett Library; Animal Care & Control; Jax Children's Commission; JEDC Parking Garages; Courthouse Parking Garage; Mandarin Water Treatment Plant; Marine One Firestation; JPA Dames Point Terminal

JACKSONVILLE ELECTRIC AUTHORITY

Environmental and site plan analysis, regulation approvals and landscape development Provided for project locations; Forest Substation; Hogan Creek Chiller Plant

DUVAL COUNTY SCHOOL BOARD

Environmental and site plan analysis, regulation approvals, landscape development while Working for optimum solutions from both practical and aesthetic points of view on Multiple Project Locations:

Mandarin Middle School; East Arlington Middle School; Garden City Elem. Douglas Anderson School; Landon Middle School; Middle School CC; Oceanway Middle School; Ortega Elementary School; Arlington Middle School; Holiday Hill Elementary School; Jacksonville University-ROTC Physical Education Area

JACKSONVILLE TRANSPORTATION AUTHORITY

Provided planning, on site inspections, local regulation approvals and site plan analysis On Multiple Project Locations for Roadway Improvements:

Touchton Road; Belfort Road Touchton to Hogan; Cecil Commerce Roadways; Cecil Commerce 7&8 Roadways; AC Skinner Parkway; Greenland Road; Lenox To Normandy; Lenox Avenue from Ellis to Lane; Lane Avenue Expansion; Collins Rd

FDOT

Provided Visual quality assessment, public facilitation and mediation, environmental Impact, site design, on site inspections and site plan analysis within local regulations for Multiple locations:

9A Beach Blvd to Atlantic Blvd; 9A US1 to JTB; 9A New Berlin; Cedar River; Hendricks Avenue

Licenses, Credentials & Professional Affiliations

Registered Landscape Architect
Florida Department of Business
And Professional Regulation.

Certified Arborist
ISA

American Society of
Landscape Architecture

Florida Planning and Zoning
Assoc. Northeast FL Chapter

President, Sigma Lambda Alpha
National Honor Society of
Landscape Architecture

B. Team Capabilities

I. Technical Requirements

The following paragraphs demonstrate the FW&A team's capabilities to provide the services listed under the *Technical Requirements* in the RFQ.

a. *Underground transmission & distribution construction practices and materials (RFQ 3.1)*

FW&A has extensive experience in underground transmission and distribution, including numerous projects for municipal utilities. We have designed multiple overhead to underground distribution conversions for Beaches Energy between 3rd Street and the ocean and are thus quite familiar with underground construction practices and materials.

b. *Overhead transmission and distribution construction practices and materials (RFQ 3.2)*

FW&A has even more experience with overhead transmission and distribution design, construction practices and materials. We have prepared standard construction details for multiple municipal utilities and are familiar with those from several larger utilities with their own standards departments.

c. *Bulk power (transmission) and distribution substation equipment, construction practices and materials (RFQ 3.3)*

FW&A has deep experience and expertise in design of transmission and distribution substations with transmission voltages from 69 to 500kV and distribution from 4 to 35kV. We provide purchase specifications for substation transformers and circuit breakers. Substation projects constitute most of our electrical department workload.

d. *System planning and load studies (RFQ 3.4)*

FW&A has performed system planning and load studies for municipal utilities, including Beaches Energy, as well as for the campuses of military bases, public universities, and theme parks.

e. *System analysis and fault studies (RFQ 3.5)*

FW&A performs power system studies on most projects including system analysis, load flow, fault studies and arc flash. Such studies have been provided for the Beaches Energy systems. We use software from SKM, Milsoft, ETAP, ASPEN, and Synergi for such analysis, as appropriate and/or requested by the client.

f. *Arc flash analysis and OSHA compliance (RFQ 3.6)*

As mentioned above, FW&A provides arc flash analysis as part of power system studies and has advised Beaches Energy on the engineering aspects of OSHA compliance as new OSHA standards have come into effect. For example, we helped determine the minimum arc flash rating for BES personnel work clothing.

g. *System protection, control, and coordination (RFQ 3.7)*

FW&A considers P&C integral to design of all aspects of the T&D system – lines and substations. We regularly provide wiring and settings for our substation projects.

h. System communications equipment such as TRUs, communications processors, multiplexors, and wireless technologies (RFQ 3.8)

FW&A stays up to date on current P&C technology and has provided designs, including each of these systems, both wiring and settings.

i. Protective relay and communications equipment settings (RFQ 3.9)

Unlike others, FW&A considers settings an integral part of P&C design and have extensive experience with the latest relays and communication equipment in use. We are especially familiar with settings for SEL equipment.

j. Protective relay and communications equipment testing and commissioning services (RFQ 3.10)

We provided engineering support during testing and commissioning for numerous municipal utility and campus projects, including several for BES recently. We have enjoyed working with Power Testing Services (PTS), the testing company hired by BES on recent projects. We have added PTS to our team for this contract so that we can provide full commissioning services in the future.

k. SCADA and load management (RFQ 3.11)

FW&A has designed SCADA systems for campuses and municipal utilities and provided specifications for bidding such systems for others. We regularly provide engineering support for SERC required load shedding and the associated frequency relay settings.

l. OMS and DMS/ADMS (RFQ 3.12)

FW&A provided the design to equip every JEA substation with Distribution Automation equipment, including communicating LTC voltage regulators and updated distribution relaying. We understand Outage Management and Distribution Management Systems, and the substation equipment they require. Should BES request complete design of such a system, FW&A would subcontract to a firm with more overall experience on this item.

m. Geographic Information Systems (RFQ 3.13)

FW&A has experience with ESRI & ArcFM and has used them on both campus and municipal utility projects. For example, we created the entire ArcFM database for the Cape Canaveral Air Force Station power system from our own field survey of this mostly underground system.

n. Distribution automation and distributed generation (RFQ 3.14)

Our experience in Distribution Automation was covered under *item l above*. We have worked with distributed generation primarily with solar facilities. We have designed emergency generator installations for industrial and utility clients, including BES.

o. Smart grid system integration (RFQ 3.15)

FW&A has designed substation projects that included smart grid communication equipment and load management systems for other private utilities in Florida. FWA has, however, not provided design for the remote end user equipment, "The Smart Home."

p. Renewable energy systems to include storage (RFQ 3.16)

FW&A has designed multiple utility-scale solar installations and the utility interface for many others. We are familiar with the special codes involved and the relaying needed to protect the power system (and employees) from the solar generation facility.

q. System operations and maintenance (RFQ 3.17)

FW&A has worked with testing companies like PTS to provide support in this area to multiple campus and municipal utility clients. We have provided similar services for BES.

r. NERC standards compliance (RFQ 3.18)

FW&A has assisted BES and other municipal utilities in NERC standards compliance. We regularly update such standards as needed when impacted by our design projects. BES and other municipal utilities seek our assistance for routine updates as well.

s. Cyber security for critical infrastructure protection (RFQ 3.19)

Shawn Crawford of FW&A has been working with BES on compliance with NERC CIP standards and is ready to continue that support as requested.

t. Survey services (RFQ 3.20)

Our survey subconsultant, T2, has worked with us on recent projects and we look forward to having them on the team for this BES contract. Their experience includes many linear projects such as roadways and utility corridors and their expertise includes locating utilities with soft-digs.

u. Geotechnical services and investigations (RFQ 3.21)

Our geotechnical subconsultant Meskel and Associates Engineers (MAE) has provided geotechnical services for almost all of our Jacksonville area projects, including transmission and substations.

v. Environmental engineering services (RFQ 3.22)

Our Environmental subconsultant Taylor Engineering (TE) has very deep experience in wetlands mitigation and other issues likely to arise on BES projects.

w. Permitting and grant applications (RFQ 3.23)

TE also assisted FW&A with research on FEMA grant applications for BES. For routine permitting, FW&A staff will prepare permit applications. For more complex permitting and grant applications, TE will assist FW&A as needed.

x. Drafting services (RFQ 3.24)

FW&A provides drafting services to our own staff and others as needed using both AutoCAD and Microstation. Transmission designs are prepared using PLS-CADD.

y. Owners engineering services to include project management (RFQ 3.25)

FW&A provides owners engineering services when requested. For example, we are currently providing such services during a major substation upgrade for another municipal utility in Florida.

Fred Wilson & Associates, Inc.

Experience & Capability

z. Specifications development (RFQs, RFPs, engineering specifications, procurement specifications, and construction specifications) (RFQ 3.26)

FW&A provides RFP/RFQ drafting services and all three types of specifications for our clients. We have provided most of these services for BES in the past.

2. Similar Project Experience – FW&A

Fred Wilson & Associates has served several electrical utilities through continuing service contracts, including Beaches Energy, JEA, FPL, Reedy Creek Energy Services (RCES), Lakeland Electric, City of Green Cove Springs, City of Bartow, Georgia Power, Florida Public Utilities, City of Ocala, and others, as well as many institutional/industrial campuses. Work performed for clients includes numerous substation, transmission, relaying and distribution engineering projects.

Project Name	Construction Completed	Design Completed
Electrical Projects		
Beaches Energy Services (Jacksonville Beach, FL)		
Guana Substation Add (4) 138kV Breakers, 50MVA Xfmr, and Feeders	2020	2017
Line 805 Fiber Design	2019	2018
PRC-002 Support	-	2016
PRC-004 Support (Jax Beach Substation)	-	2017
PCP Switchboard Repair	2020	2019
Power Transformer Procurement	-	2016
Line 801 Jax Beach Substation Scheme Change	2018	2018
Fort Diego 138kV Breaker Replacement	2020	2018
Sampson Substation Millcreek Line Relay Replacement	2017	2015
Butler Substation Line 803 Relay Replacement	2020	2019
Butler Substation Feeder Breaker Replacement	2020	2019
Line Relay Testing (Optimho and Quadramho)	-	2018
Fort Diego Bkr 517 Emergency Replacement	2017	2017
Jax Beach 138kV Breaker Replacement	2018	2016
Transmission System Aspen Model	-	2015
Transmission System Coordination Study	-	2018
Transmission System LiDAR Modeling	-	2017
Sampson Substation Replace (3) 138kV Breakers	2014	2014
Sampson Emergency Generator	2017	2014
New 138kV/26.4kV Penman Road Substation	2004	2003
JEA (Jacksonville, FL)		
Firestone Substation Grounding Study	2014	2012
New Dinsmore 230/26.4kV Substation	2020	2018
Bartram Substation Bay Addition	2019	2018
Dinsmore Substation Solar Interconnect Study	-	2019
Westlake Substation Oil Containment	2018	2018
Transmission Line Geometry Phase I	-	2018
Mayo Substation Route Study	-	2019
Hartley & NAS Breaker Foundations	In Construction	2020

Fred Wilson & Associates, Inc.

Experience & Capability

Project Name	Construction Completed	Design Completed
Milcove Substation Resistivity Test	-	2020
Church Street Substation Resistivity Test	-	2020
Cecil Commerce Center Substation (Civil Design)	2018	2015
Point Meadows Substation (Civil Design)	2107	2016
Starrett Road Substation (Civil Design)	2010	2009
Kennedy Plant Substation Addition (Civil Design)	2014	2013
Herschel Substation Rebuild	2016	2015
New Mt. Pleasant 230/26kV Substation	2007	2006
Jax Port Substation	2016	2015
Florida Power & Light Company(Jupiter, FL)		
Evernia Substation Add 30MVA 138/24kV Power	2017	2016
Wilcox Substation Add 55MVA 138/13kV Power Transformer	2016	2015
Spangler Substation Add 30MVA 138/13kV Power Transformer	2016	2015
Apollo Substation Add 30MVA 138/13kV Power Transformer	2016	2015
Suntree Substation Replace (2) 55MVA 138/24kV Power	2016	2015
Distribution Feeder Breaker Additions/Replacements	2010	2010
230kV & 138kV Transmission Breaker Replacements	2011-2012	2013
230kV & 138kV Capacitor Replacements and Additions	2011-2013	2011-2013
New Treasure 230kV Transmission Substation	2014	2013
New Magnolia 230/138kV Substation	2015	2014
New Roberts 500/230kV Substation	2015	2014
New Yulee 230/138kV Substation Expansion	2017	2016
New Gaco 500/230kV Substation	2018	2017
Turkey Point Bay II Addition	2019	2018
500kV Substation Template Station	-	2019
Myakka Substation Expansion (New Autotx & 138kV Yard)	2020	2018
Jensen Substation Mobile Station	2019	2019
Otter Substation Add 30MVA XFMR	2019	2019
Gifford Substation Add 30MVA XFMR	2019	2019
Reedy Creek Energy Services		
World Drive 69kV Line Relocation	2018	2018
Victory Way 69kV Line Relocation	2018	2018
Gainesville Regional Utilities (FL)		
Fort Clarke 138kV Breaker Replacement	In construction	2020
Parker T-76 Autotransformer Control Cabinet	2017	2016
McMichen T-40 & T-41 Autotransformer Control Cabinet	2017	2016
McMichen 138kV Station Upgrade	2017	2016
Parker Autotransformer Specification	-	2018
Ocala Utility Services (Ocala, FL)		
Ergle Substation 230/69kV Autotransformer	2017	2016
Substation SPCC and update	N/A	2011, 2014
Grounding Studies and Relay Settings for Five Substations	N/A	2012-2015
69kV Upgrades to Sharpes Ferry Substation	2010	2009

Fred Wilson & Associates, Inc.

Experience & Capability

Project Name	Construction Completed	Design Completed
Sharpes Ferry Bridge 69kV Line Relocation	2010	2009
Dearmin Substation 69kV Line Addition	2010	2009
City of Green Cove Springs (FL)		
23kV Breaker Replacement- Chapman Substation	2013	2012
Southwest Sub Relay Replacement	2015	2015

BES Guana Substation



3. Meskel & Associates Engineering, PLLC

MAE is qualified to address the full range of services related to geotechnical engineering, environmental consulting, construction inspection, and materials testing services. A summary of service areas follows.

Geotechnical - Subsurface Soil Explorations including Rock Coring - In-Situ Testing & Performance Monitoring - Geotechnical Laboratory Testing - Existing Pavement Evaluation - Pile & Drilled Shaft Installation Monitoring - Piezometer Installation - Geotechnical Engineering Evaluation & Design	Construction Materials - On-site Observation & Monitoring - Field and Laboratory Testing & Analysis - Evaluation of In-place Construction Materials - Pavement Materials Engineering - Consulting for Construction Material Selection, Compatibility, Acceptability & Performance
Environmental - Phase I and II Environmental Site Assessments & Investigations - Consulting Services - Remediation Design & Implementation - NEPA Environmental Due Diligence - Regulatory Compliance - FDEP / NPDES Permits & Applications - Groundwater Monitor Wells & Sampling - Aquifer Performance Tests	Construction Engineering Inspection (CEI) - Roadway / Earthwork / Utilities Inspection - Pile Driving and Drilled Shaft Inspection - Construction Quality Managers (CQM) - Bid Management & Negotiation - Pre-Construction Plan Review for Constructability - Review & Processing of Contractor Submittals - Claims Analysis & Resolution - Schedule & Cost Evaluation

4. Structures International, LLC

Structures International offers complete design and engineering services for the structural components of facilities for a broad range of industries. With complete capability from consulting phases through the completion of construction, SI plans, designs and inspects technically superior facilities that are key to the success of clients worldwide. These services include:

- Feasibility analysis
- Structural condition assessment of existing buildings
- Structural analysis and design
- Existing facility renovation
- Construction related services (field visits, shop drawing reviews, onsite/offsite meetings)
- Structural investigation
- Pere review
- High wind design and upgrades
- Flood resistant design
- Seismic design and upgrades
- Concrete repair

5. Taylor Engineering, Inc.

Taylor Engineering takes great care to integrate projects with the natural environment. TE's technical experience with environmental regulation includes federal, state, and local environmental permits acquisition; habitat characterization and mapping; mitigation design; permit compliance monitoring; endangered/threatened species, wetland, watershed, natural resource studies and other natural resource management plans; long-term monitoring; and field data collection and analysis.

6. T2 Utility Engineering, Inc.

T2 provides a full range of utility engineering services, including surveying and mapping, subsurface utility engineering (SUE), advanced geophysics and utility coordination, to support infrastructure projects. Recognized as a leader in managing the risks associated with above-ground and sub-surface utilities, T2 has provided expertise for projects of all sizes since 1993, from small development jobs to large-scale billion dollar infrastructure projects for public and private clients. With 27 offices across the United States and nearly 300 employees, T2 can quickly mobilize resources for your project.

T2's staff includes professional, licensed surveyors, survey technicians and field crews. T2's surveying and mapping group is highly experienced in managing similar continuing service contracts with governmental agency clients throughout Florida. Surveying and mapping services include:

Land Boundary ▪ Residential ▪ Commercial ▪ ALTA/ASCM Land Title Surveys	Construction ▪ Construction Layout ▪ As-Built ▪ Machine Control
Engineering Surveys ▪ Existing Conditions/Design ▪ Topographic ▪ Utility Location ▪ Quantity ▪ Bathymetric/Hydrographic	Additional Survey Services ▪ GPS/Geodetic Control Network ▪ Subdivision and Condominium Mapping ▪ Legal Descriptions ▪ Professional Witness and Judicial ▪ UAV Aerial Imagery and Inspection ▪ Water Boundaries

T2's SUE services include:

- Multi-Channel Ground Penetrating Radar (MCGPR)
- Geophysical Investigations
- 3D Underground Mapping
- 3D Utility Models (BIM)
- Concrete Imaging
- CCTV Sewer Inspections
- Non-Destructive Vacuum Excavation

The presence of utilities is typically one of the biggest risks for an infrastructure project. T2 offers the following utility coordination services:

- Utility Conflict Identification and Resolution
- Utility Design Management
- Utility Contract Management
- Utility Adjustment Management
- Utility Adjustment Plans

7. Power Testing Services, LLC

PTS has completed installation, commissioning, and routine maintenance on projects across all of the United States, including Apparatus testing, SCADA testing, relay testing, functional testing, and in-service load angle checks.

PTS has completed numerous projects consisting of electro-mechanical relaying, smart grid, relay panel and breaker change-outs, capacitor banks, transformers, and various other required substation equipment from ground grid testing to SCADA checkout. Additionally, PTS is qualified and capable of installing substation equipment and providing commission test reports and functional test plans that ensure all equipment is safe, reliable, and installed as engineering intended.

8. Janet O. Whitmill, RLA, Inc.

If needed, Janet Whitmill brings excellent research and analysis skills in landscape architecture and site planning. She is knowledgeable of local regulations and agencies. She works with other county officials in successful efforts to achieve approval for construction and/or renovations projects, and she keeps current on environmental regulations and developments. Ms. Whitmill has experience with local and state roadway projects as well as the Jacksonville Port Authority and the Jacksonville Electric Authority. She has worked on many projects with FW&A.

The Landscape Architect assigned to a project team is responsible for coordinating the terrain design with architecture, engineering, construction, and all contractors to produce an outdoor environment as important as the building itself.

Ms. Whitmill prepares design concepts, presentations, cost estimates, budgets, specifications, and other design documents. She prepares site plans, assists with planning projects, and reviews the status of project work with the Architectural and Engineering Principals. Additionally, she keeps current on environmental regulations and developments.

III. REFERENCES

Fred Wilson & Associates has provided, or is providing, similar electric utility engineering design services for several municipal utility clients, including the following five (5) clients.

A. Beaches Energy Services

1460 Shetter Avenue
Jacksonville Beach, FL 32250
Contact: Mr. Don Cuevas, Senior Engineer
(904) 270-1686
dcuevas@beachesenergy.com



Current contract for *Engineering Services* from January 2016 through January 2021. Previous contract durations from December 2009 through December 2015, and August 2003 through August 2009.

Services Provided: Full range of services including Transmission, Substation, Distribution, and work inside City facilities from City Hall to Water and Wastewater treatment plants.

Project Duration: Varied, depending on project complexity.

Relevant Services: Virtually every service listed in part 3.0 of the Technical Provisions section of the RFQ have been provided under these contracts.

Relevant Project Team Members: All key FW&A team members have worked on Beaches Energy projects, as well as most listed subconsultants.

B. City of Bartow

P.O. Box 1069
Bartow, FL 33831
Contact: Mr. Brad Hiers, Director of Electric Utilities
Phone: (863) 534-0142
bradhiers.electric@cityofbartow.net



Continuous contracts since 2009.

Services Provided: Substation, distribution, and related projects. Currently involved in a system study on how to provide service for a major expansion of their largest customer.

Project Duration: Varied, depending on project complexity.

Relevant Services: Work items 3.1 and 3.2 (distribution), 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.11, 3.17, 3.18, 3.20, 3.21, 3.22, 3.23, 3.24, 3.25, and 3.26 from the *Technical Requirements*.

Relevant Project Team Members: William Wilson, PE; Dave Hopkins, PE; Thomas Gardner, PE; John Franko, PE; Freeman Bass, PE; Floyd Fasking, PE; Thy Duong; Chloe Peterson; and Vinnie Kelemen worked on these Bartow projects.

C. JEA

21 West Church Street
JEA Tower 10th Floor
Jacksonville, FL 32202
Contact: Darrell D. Hamilton
(904) 665-7137
hamidd@jea.com



FW&A has performed electrical design services for JEA under multiple contracts since 2000, and our current contract began in 2017. [Previous contracts in 2014, 2013, 2012, 2010, 2005, and 2000 (not counting water & sewer)]

Services Provided: Full range of transmission, substation, and distribution projects including new “greenfield” substations and transmission lines, as well as multiple upgrade projects, line relocations, undergrounding, etc. Also designed solar projects which connected to the JEA system, coordinating closely with JEA Protection and Control (P&C) staff.

Project Duration: Varied, depending on project complexity.

Relevant Services: Work items 3.1, 3.2, 3.3, 3.7, 3.8, 3.9, 3.10, 3.14, 3.16, 3.18 (calculations), 3.20, 3.21, 3.22, 3.23, 3.24, and 3.26 from the *Technical Requirements*.

Relevant Project Team Members: William Wilson, PE; Dave Hopkins, PE; Thomas Gardner, PE; Frankie Wilson, PE; John Franko, PE; Floyd Fasking, PE; Freeman Bass, PE; Philip VanDeventer, PE; Chloe Peterson; and Vinnie Kelemen from FW&A, as well as most listed subconsultants.

D. Gainesville Regional Utilities

4747 N. Main Street, Station E2D
Gainesville, FL 32609
Contact: Mr. Tom Boyer, Substation Engineer
(352) 393-1836
boyertm@gru.com



Current contract for *Engineering Services* from September 2018.

Previous contract duration from July 2015 to September 2018.

Services Provided: Substation renovations including power transformer controls, 138kV Station Upgrades (bus work, CT's, motor operated switches, new P&C panels), 138kV Breaker Replacements, autotransformer specifications, and replacement concept design.

Project Duration: Varied, depending on project complexity.

Relevant Services: Work items 3.3, 3.7, 3.8, 3.9, 3.24, and 3.26 from the *Technical Requirements*.

Relevant Project Team Members: Thomas Gardner, PE; John Franko, PE; Philip VanDeventer, PE; Thy Duong; Chloe Peterson; and Vinnie Kelemen from FW&A and John Grady, PE, from Structures International.

E. City of Lakeland

501 E. Lemon St.
Lakeland, FL 33801
Contact: Matt Pennell
(863)-834-6489
Matt.Pennell@lakelandelectric.com



Current contract for Continuing Engineering Services from October 2017 to September 2020 (pending extension). Previous contracts in 1998, 2002, 2007, and 2012.

Services Provided: Past projects include overhead and underground distribution, new 69kV transmission line design and route studies, substation capacitor banks, and substation equipment foundations.

Project Duration: Varied, depending on project complexity.

Relevant Services: Work items 3.1, 3.2, 3.3, 3.9, 3.20, 3.21, 3.22, 3.23, 3.24, 3.25, and 3.26 from the *Technical Requirements*.

Relevant Project Team Members: William Wilson, PE; Dave Hopkins, PE; Thomas Gardner, PE; Floyd Fasking, PE; and Vinnie Kelemen from FW&A and John Grady, PE, from Structures International.

V. REQUIRED FORMS

The required forms listed in the RFQ are shown on the following pages of this section:

City of Jacksonville Beach
Date: 08/02/2020

RFQ #: 10-1920
Engineering Services for Beaches Energy Services

FORM 1

RESPONSE FORM (page 1 of 2)

RFQ NUMBER: **10-1920**
TITLE: **Engineering Services for Beaches Energy Services**

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

DATE: Sept. 9, 2020

All services shall be provided meeting, and in compliance with this RFQ document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines.

NOTE: Respondent 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 RFQ, 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-consultant 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 Consultant overhead, all Consultant 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 respondent's response for this RFQ.

I hereby certify that I have read and understand the requirements of **RFQ #: 10-1920 Engineering Services for Beaches Energy Services**, and as the respondent will comply with all requirements, and that I am duly authorized to execute this response document and any Contract(s) and/or other transactions required by award of this RFQ.

SUBMITTED BY: William E. Wilson, Jr., Executive Vice President, COO, Principal-in-Charge
Printed Name of Authorized Submitter

COMPANY NAME: Fred Wilson & Associates, Inc.

ADDRESS: 3970 Hendricks Ave.

CITY, STATE & ZIP: Jacksonville, FL 32207

TELEPHONE NUMBER: (904) 398-8636

EMAIL ADDRESS: william@fredwilson.com

LICENSE NUMBER: PE22283 (Florida)

By: 
Signature of Authorized Submitter

Executive Vice President
Title (typed or neatly printed)

City of Jacksonville Beach
Date: 08/24/2020

RFQ #: 10-1920
Engineering Services for Beaches Energy Services

FORM 1

RESPONSE FORM (page 2 of 2)

RESPONSE DOCUMENT TURN-IN CHECKLIST

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

INITIAL Check-Off	#	SECTION TITLE
[WES]	1.	Title Page
[WES]	2.	Table of Contents
[WES]	3.	Letter of Transmittal
[WES]	4.	FORM 1: RESPONSE FORM (completed pages 32 - 33)
[WES]	5.	FORM 2: RFQ AWARD NOTICE FORM (completed page 34)
[WES]	6.	FORM 3: REQUIRED DISCLOSURE FORM (completed page 35)
[WES]	7.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM (completed page 36)
[WES]	8.	FORM 5: NON-COLLUSION AFFIDAVIT (completed page 37)
[WES]	9.	FORM 6: NON-BANKRUPTCY AFFIDAVIT (completed page 38)

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

ADDENDA RECEIPT VERIFICATION

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

Addendum #: <u> 1 </u>	Dated: <u>8/21/2020</u>		Addendum #: <u> </u>	Dated: <u> </u>
Addendum #: <u> 2 </u>	Dated: <u>9/1/2020</u>		Addendum #: <u> </u>	Dated: <u> </u>
Addendum #: <u> </u>	Dated: <u> </u>		Addendum #: <u> </u>	Dated: <u> </u>

City of Jacksonville Beach
Date: 08/02/2020

RFQ #: 10-1920
Engineering Services for Beaches Energy Services

FORM 2

RFQ 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 respondent. The respondent is to submit the form to the CITY along with the Response Form and other required documents.

1. Company Name: Fred Wilson & Associates, Inc.

2. Address: 3970 Hendricks Ave.

3. City, State & Zip: Jacksonville, FL 32207

4. Attention: William E. Wilson, Executive Vice President

5. Phone: (904) 398-8636 Fax: (904) 398-2968

6. E-mail address: william@fredwilson.com

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Responses were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFQ No. 10-1920** per the attached Response Tabulation form(s).

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

If awarded RFQ, 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 response.
Sincerely,

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

City of Jacksonville Beach
Date: 08/02/2020

RFQ #: 10-1920
Engineering Services for Beaches Energy Services

FORM 3

REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent 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 respondent whose stock is publicly owned and traded:

N/A

Signed: 

Title: Executive Vice President

Consultant: Fred Wilson & Associates, Inc.

City of Jacksonville Beach
Date: 08/02/2020

RFQ #: 10-1920
Engineering Services for Beaches Energy Services

FORM 4

DRUG-FREE WORKPLACE COMPLIANCE

IDENTICAL TIE RESPONSES - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, 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 response 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 responses 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

City of Jacksonville Beach
Date: 08/02/2020

RFQ #: 10-1920
Engineering Services for Beaches Energy Services

FORM 5

NON-COLLUSION AFFIDAVIT

William E. Wilson, being first duly sworn deposes and says that:

1. He (it) is the Executive Vice President, of Fred Wilson & Assoc. Inc. the Respondent that has submitted the attached Response;
2. He is fully informed respecting the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Such Response is genuine and is not a collusive or sham Response;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employee, or parties in interest, including this Affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm or person to submit a collusive or sham Response in connection with the contract for which the attached Response 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 Respondent, firm, or person to fix the price or prices in the attached Response or of any other Respondent, or to fix any overhead, profit, or cost elements of the Response price or the Response price in any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed contract;
5. The price or prices quoted in the attached Response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: 

Sworn and subscribed to before me this 5th day of September,

2020, in the State of Florida, County of Duval.

Joy M. Lee Notary Public

My Commission Expires: August 20, 2023



City of Jacksonville Beach
Date: 08/02/2020

RFQ #: 10-1920
Engineering Services for Beaches Energy Services

FORM 6**NON-BANKRUPTCY AFFIDAVIT**

STATE OF Florida)

COUNTY OF Duval)

William E. Wilson, Jr. is an officer and member of the
firm of Fred Wilson & Associates, Inc., being first duly sworn, deposes and states that;

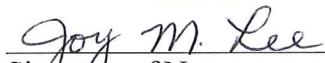
1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, 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 **RFQ #: 10-1920**.
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 5th day of September, 2020 by William E. Wilson, Jr.
(Name of affiant)

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


Signature of Notary

Joy M. Lee
Notary's Printed Name

August 20, 2023
Expiration of Notary's Commission

Affix Seal Here:



ADDENDUM No. 1

RFQ No.: 10-1920
Title: Engineering Services for Beaches Energy Services

The purpose of Addendum No. 1 to RFQ No. 10-1920 Engineering Services for Beaches Energy Services is to answer the following questions.

Question 1:

On Page 22 of the RFQ under Section 3.0 it states that firms should be proficient in the following areas. We do not have proficiency in at least 7 of the listed areas. Does a company have to meet all of the capabilities in order to respond?

Answer 1:

No

Question 2:

Will a firm who can provide the most capabilities be given a higher rating than a firm who cannot fulfill as many service areas?

Answer 2:

Yes

Question 3:

On page 22-23 of the RFQ document, under “3.0 TECHNICAL REQUIREMENTS” there is a list of 26 areas of work. In order to participate in this RFQ must our company demonstrate experience in all 26 points or may we submit a response for a portion of these technical requirements? I’ve attached the document to this e-mail as well?

Answer 3:

Engineering firms can submit a response for a portion of the technical requirements but the firm who can provide the most capabilities will be given a higher rating.

Question 4:

On RFP page 8, item 1.1, the RFQ asks for a “proposed timeline for completion of the project.” Given that this is a 5-year contract for a variety of different engineering services, does the City want a project schedule with this submittal?

Answer 4:

No, please delete the following “Interested firms should provide proposed timeline for completion of project. The proposed schedule should include time for completion of draft report and final report.” from page 8 of 38. Revised page attached.

Question 5:

In light of the COVID-19 crisis, will the City waive the requirement that Form 5 and Form 6 be notarized?

Answer 5:

No, all forms shall be notarized.

COMPANY NAME: Fred Wilson & Associates, Inc.

ADDRESS: 3970 Hendricks Ave.

CITY, STATE & ZIP: Jacksonville, FL 32207

SUBMITTED BY: William E. Wilson, Jr.
Printed name of authorized submitter

TITLE: Exec. Vice President

SIGNATURE: 

DATE: 9/5/2020

ADDENDUM No. 2

RFQ No.: 10-1920
Title: Engineering Services for Beaches Energy Services

The purpose of Addendum No. 2 to RFQ No. 10-1920 Engineering Services for Beaches Energy Services is to answer the following questions.

Question 1:

Is Pollution Liability required or not (page 15)? First it says it is not, then goes on to describe what pollution/environmental insurance is required. Please clarify.

Answer 1:

Pollution liability is not required.

Question 2:

Page 17, Section 1.20 Performance and Payment Bonds is followed by an N/A, but then goes on to describe at length what is required. Again, can we assume this is not required? Please clarify.

Answer 2:

Performance and payment bonds are not required.

Question 3:

Pages 29 and 30 list the Criteria the RFP wants addressed (1-4), as well as the forms to be included. Page 33 lists sections to be included in the response (checklist), with separate sections for each form, and no mention of the sections mentioned in the criteria listed on pages 29 and 30. As long as we address every criteria/section required, can we label the sections as they make sense? Please clarify.

Answer 3:

Yes, as long as the criteria in Section E (Submittal Requirements) is addressed.

Question 4:

Also, the pages listed for the forms in the checklist are incorrect. Please correct to prevent confusion.

Answer 4:

Revised page 33 attached.

Question 5:

Regarding item 3.12 (OMS & DMS/ADMS), could you please provide more details on what services the City of Jacksonville Beach is seeking in relation to this item?

Answer 5:

Firms wishing to be considered for this contract must show evidence that the personnel assigned to the projects have experience and proficiency in engineering services associated with all items listed in Section 3.

Question 6:

Regarding item 3.15 (Smart grid system integration), could you please provide more details on what services the City of Jacksonville Beach is seeking in relation to this item?

Answer 6:

Firms wishing to be considered for this contract must show evidence that the personnel assigned to the projects have experience and proficiency in engineering services associated with all items listed in Section 3.

Question 7:

Regarding item 3.17 (System operations and maintenance), please identify what systems (e.g. substations, transmission lines, distribution lines) this refers to.

Answer 7:

Firms wishing to be considered for this contract must show evidence that the personnel assigned to the projects have experience and proficiency in engineering services associated with all items listed in Section 3.

Question 8:

What engineering and design software will primarily be utilized under this contract (CAD, Work Management, GIS, Pole Analysis, etc)? Are there any software restrictions?

Answer 8:

Engineering and design software is not specified in the technical provisions of this RFQ.

Question 9:

What major projects/initiatives/goals does Beaches Energy have planned for the next few years?

Answer 9:

Beaches Energy Services has various projects planned in our five year capital improvement plan that would fall into one of the areas referenced in Section 3 of the technical provisions.

Question 10:

Are there any significant renewable projects in future plans? If so, is Beaches Energy comfortable sharing what renewable type and MW target Beaches Energy is planning to achieve?

Answer 10:

Beaches Energy Services does not currently have any renewable energy projects planned in our five-year Capital Improvement Plan (CIP). We annually develop and re-assess our five-year CIP and adapt to system needs and technologies to address our needs as necessary.

Question 11:

What is the anticipated/approximate yearly budget allocated for the selected consultant under this opportunity? Or is Beaches Energy comfortable providing a staffing requirement for anticipated project loads?

Answer 11:

There is not an anticipated/approximate yearly budget allocated for selected consultants. Beaches Energy Services anticipates awarding this RFQ to multiple consultants and projects will be assigned to a consultant on a per-project basis.

Question 12:

Is there an anticipated contract start/award date?

Answer 12:

The anticipated contract start/award date is contingent upon successful contract negotiations with selected consultants and approval of the contracts by City Council. The current engineering services contracts are set to expire on 1/31/2021.

City of Jacksonville Beach

RFQ #: 10-1920

Date: 09/01/2020

Engineering Services for Beaches Energy Services

Question 13:

BMcD would like to modify Form 6 Item 3 Certification Statement to read as follows: "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." As Burns & McDonnell is a 100% Employee-Owner firm, and as a result has over 7,000 owners of the company. Due to legal and privacy concerns Burns & McDonnell cannot and does not track personal bankruptcy of our owners. However, as a company Burns & McDonnell has never filed bankruptcy and carries zero debt.

Answer 13:

For employee-owned firms, please modify the Certification Statement language to capture bankruptcy of the firm itself.

Question 14:

Page 9 of 38, Section 1.2.F speaks about inspection, but this is a request for qualifications therefore this section should not apply to this RFQ correct?

Answer 14:

Section 1.2F is for inspection of supplies and workmanship of materials procured by Beaches Energy Services, and therefore is not applicable to Engineering Services Request for Qualifications.

Question 15:

Please confirm no Pollution Liability Insurance is required as part of this RFQ.

Answer 15:

Pollution liability is not required.

Question 16:

Please confirm no Performance & Payment Bonds are required as part of this RFQ.

Answer 16:

Performance and payment bonds are not required.

COMPANY NAME: Fred Wilson & Associates, Inc.

ADDRESS: 3970 Hendricks Ave.

CITY, STATE & ZIP: Jacksonville, FL 32207

SUBMITTED BY: William E. Wilson, Jr.

TITLE: Exec. Vice President

Printed name of authorized submitter

SIGNATURE: 

DATE: 9/5/2020

Fred Wilson & Associates, Inc.

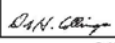
Other Information

VI. INSURANCE

Included in this section are copies of insurance certificates for FW&A and the team subconsultants. If any of the team members do not currently have any of the required insurance, they will procure what is needed should our team be awarded a contract. Additionally, all coverages will name the City as "additional insured."

As a testing company, PTS does not perform engineering design, and thus does not carry Professional Liability Insurance.

FW&A:

Client#: 91698		FREDWILS		DATE (MM/DD/YYYY) 6/30/2020	
ACORD CERTIFICATE OF LIABILITY INSURANCE					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022			CONTACT NAME: Trudy Henry PHONE (A/C, H/O, Ext): 770.552.4225 FAX (A/C, H/O): 866.550.4082 E-MAIL ADDRESS: trudy.henry@greyling.com		
INSURED Fred Wilson & Associates, Inc. 3970 Hendricks Avenue Jacksonville, FL 32207			INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company 25623 INSURER B: Travelers Indemnity Company 25658 INSURER C: Travelers Casualty And Surety Company 19308 INSURER D: Berkley Insurance Company 32603 INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER: 20-20		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROS-JECT ☐ LOC ☐ OTHER:		680008J980062	11/01/2019	11/01/2020
					LIMITS EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (if a occurrence) \$1,000,000 MED EXP (Any and person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED ☒ AUTOS ONLY ☐ SCHEDULED AUTOS ☒ RENTED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BA8J985739	11/01/2019	11/01/2020
					COMBINED SINGLE LIMIT (as occurs) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB RETENTION \$10000		CUP008J989437	11/01/2019	11/01/2020
					EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB8J989345	11/01/2019	11/01/2020
					PER STATUTE ☒ OTHER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability		AEC903758403	07/01/2020	07/01/2021
					Per Claim \$2,000,000 Aggregate \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
CERTIFICATE HOLDER			CANCELLATION		
For Proposal Purposes			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2016/03)
#S2279732/M2279468

1 of 1

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THEN2

Other Information



STRUC-1 OP ID: AF

DATE (MM/DD/YYYY)
06/30/2020

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Co	24082
INSURER B : Ohio Casualty Insurance Co	24074
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

REVISION NUMBER:

POLY TYPE	TYPE OF INSURANCE	AUTO INSR	SUBS NO.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO- JECT ☐ LOC			BZ\$56645597	05/17/2020	05/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ew occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BZ\$56645597	05/17/2020	05/17/2021	COMBINED SINGLE LIMIT (A & BODILY \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER EACH ACCIDENT) \$
B	☒ UMBRELLA LIAB EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			USO56645597	05/17/2020	05/17/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	XW\$56645597	04/20/2020	04/20/2021	☒ WC STAT- TORY LIMITS ☐ OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYER \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)									
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CANCELLATION

FORIN-1

AUTHORIZED REPRESENTATIVE

John W. Kelly II

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Fred Wilson & Associates, Inc.

Other Information

Meskel & Associates Engineering, PLLC:

Client#: 25431 MESKASSO

ACORD. CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 05/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Nicole Larsen PHONE (A/C No. Ext): 770-552-4225 FAX (A/C No): 866-550-4082 E-MAIL ADDRESS: Nicole.Larsen@greyling.com
INSURED Meskel & Associates Engineering, PLLC 3728 Phillips Highway Suite 208 Jacksonville, FL 32207	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company NAIC # 25658 INSURER B: Travelers Casualty & Surety Co of Ameri 31194 INSURER C: Berkley Insurance Company 32603 INSURER D: Markal Insurance Company 38970 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 20-20 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL BUBBL INSR ADD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO. ☐ SECT ☐ LOC OTHER:		6802H992275	10/01/2019	10/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED EQUIPMENT (Per occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOC AGG \$2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒		BA1F061547	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ CLAIMS-MADE ☐ EXCESS LIAB ☐ OCCUR DED ☒ RETENTION \$10,000		CUP1F063971	10/01/2019	10/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB6J366785	10/01/2019	10/01/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - SA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab		AEC9032238	10/01/2019	10/01/2020	Per Claim \$2,000,000 Aggregate \$3,000,000 Per Occ. \$2M/ Agg \$2M
D	Contr. Poll. Liab		CPLMOL102245	02/20/2020	02/20/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: Sample Certificate

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: *Nicole Larsen*

ACORD 25 (2016/03)

1 of 1
#52214245/M2214243

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NLAR1

Fred Wilson & Associates, Inc.

Other Information

Taylor Engineering, Inc.:

Client#: 89184 TAYLENGI

ACORD. CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 10/18/2019

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Trudy Henry PHONE (A/C No. Ext): 770.552.4225 FAX (A/C No): 866.550.4082 E-MAIL: trudy.henry@greyling.com ADDRESS: 10199 Southside Blvd., Ste 310 Jacksonville, FL 32256
INSURER	INSURER(S) AFFORDING COVERAGE
Taylor Engineering Inc. 10199 Southside Blvd., Ste 310 Jacksonville, FL 32256	INSURER A: Hartford Accident & Indemnity Company NAIC # 22357 INSURER B: Hartford Fire Insurance Co. 19682 INSURER C: Hartford Underwriters 30104 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 19-20 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	BURR ADDL	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO. ☐ SJECT ☐ LOC OTHER:			20SBWNA6176	11/01/2019	11/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED EQUIPMENT (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED ☒ USED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			20UEGLP0627	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$10000			20SBWNA6176	11/01/2019	11/01/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	20WBGBN0954	11/01/2019	11/01/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

FOR PROPOSAL PURPOSES

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. G. Gelling

ACORD 25 (2016/03)

1 of 1
#S1836171/M1807680

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NLAR1

Fred Wilson & Associates, Inc.

Other Information

Client#: 1051175 TAYLOENG2

ACORD. CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 6/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME PHONE (A/C No, Ext): 813 321-7500 FAX (A/C No): E-MAIL: ADDRESS:
INSURED Taylor Engineering, Inc 10199 Southside Blvd. Suite 310 Jacksonville, FL 32256	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: Certain Underwriters at Lloyd's INSURER C: INSURER D: INSURER E: INSURER F:

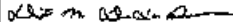
NAIC # 37885
NONAIC

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	BURR ADD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED EQUIPMENT (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND AGG \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED RETENTION \$						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9960942	06/01/2020	06/01/2021	\$2,000,000 per claim
B	Cyber Liabil			ES1011515350	09/28/2019	09/28/2020	\$2,000,000 annl aggr. \$1,000,000 per claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER FOR PROPOSAL PURPOSES	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

#528316805/M28916773

1 of 1

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TXFEW

Fred Wilson & Associates, Inc.

Other Information

T2 Utility Engineers, Inc.:

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE(MM/DD/YYYY)
02/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT PHONE (844) 283-7122 FAX (800) 963-0305 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Ironshore Specialty Insurance Company 25445 INSURER B: Zurich American Ins Co 16535 INSURER C: American Guarantee & Liability Ins Co 26247 INSURER D: Allied World Surplus Lines Insurance Co 24319 INSURER E: INSURER F:
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INSURED
 T2 UES, Inc.
 7217 E 87th Street
 Indianapolis IN 46256 USA

COVERAGES CERTIFICATE NUMBER: 570080495656 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

TYPE OF INSURANCE	AGGREGATE LIMIT	POLICY NUMBER	POLICY TERM (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
1. COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	Y	Y	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPOUND AGG \$2,000,000
2. AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	Y	Y	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
3. UMBRELLA LIABILITY ☒ EXCESS LIMIT ☒ CLAIMS-MADE ☒ RETENTION	Y	Y	Y	Y	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
4. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	Y	Y	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 Aggregate Limit \$10,000,000 Per Occurrence Limit \$10,000,000
5. ENVIRONMENTAL POLLUTION LIABILITY Env Cont'r Pol	Y	Y	Y	Y	Aggregate Limit \$10,000,000 Per Occurrence Limit \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 FOR INFORMATIONAL AND BIDDING PURPOSES ONLY

CERTIFICATE HOLDER EVIDENCE OF INSURANCE FOR T2 UES, Inc. 7217 E 87th Street Indianapolis IN 46256 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>
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ACORD 25 (2016/03)

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Fred Wilson & Associates, Inc.

Other Information

Power Testing Services, LLC:

ACORD **POWETES-01** **MMILLER2**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **8/27/2020**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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License # **100101831**

PRODUCER: **Hub International Mid-America**
6100 S. Yale Avenue
Suite 1900
Tulsa, OK 74136

CONTACT: **Cindy Johnson**
PHONE: **(918) 712-5282** FAX: **(918) 712-5282**
E-MAIL: **cindy.johnson@hubinternational.com**

INSURER(S) AFFORDING COVERAGE

INSURER	NAIC #
INSURER A: Colony Insurance Company	39993
INSURER B: Progressive Northern Insurance Company	38628
INSURER C: Starstone Specialty Insurance Company	44776
INSURER D: CompSource Mutual Insurance Company	36188
INSURER E: Lloyd's of London	15792
INSURER F: Pennsylvania Manufacturers' Association Insurance Company	12262

INSURED: **Power Testing Services LLC**
PO Box 117
Bartlesville, OK 74722

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		103GL001606903	11/17/2019	11/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 STOP GAP OH \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		00451578-1	3/5/2020	3/5/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
C	UMBRELLA LIAB ☒ EXCESS LIAB ☒ CLAIMS-MADE ☒ OCCUR DED \$ 0 RETENTION \$ 0		786315190ALI	9/28/2019	9/28/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NE) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A	03270738193	12/1/2019	12/1/2020	☒ PER ☐ STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYER \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Cyber/Privacy/Network		EVOPNF458952	9/28/2019	9/28/2020	Cyber Liability \$ 2,000,000
F	Workers Compensation		2019011046739Y	12/1/2019	12/1/2020	Liability \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

STOP GAP EMPLOYERS LIABILITY:
State Where This Insurance Applies: **OHIO**
Limits Of Insurance
Bodily Injury By Accident \$1,000,000 Each Accident
Bodily Injury By Disease \$1,000,000 Aggregate Limit including
Supplementary Payments
Bodily Injury By Disease \$1,000,000 Each Employee
Deductible \$1,000 Each Claim

CERTIFICATE HOLDER **CANCELLATION**

City of Jacksonville Beach
1460A Shelter Ave
Jacksonville Beach, FL 32250

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Myron J. Miller

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Fred Wilson & Associates, Inc.

Other Information

Janet O. Whitmill, RLA, Inc.:

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
07/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER MATT CARLUCCI 3797 HENDRICKS AVE JACKSONVILLE, FL 32207	INSURER A: State Farm Florida Insurance Company INSURER B: State Farm Mutual Automobile Insurance Company INSURER C: INSURER D: INSURER E:	DATE: 07/30/2020 FAX: 904-399-1336 JAG, REG. NO. 10730 25178
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INSURED
JANET O. WHITMILL RLA INC
1144 VALE ORCHARD LN
JACKSONVILLE, FL 32207

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY RAO CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	INSURANCE COMPANY	DATE OF POLICY	DATE OF CANCELLATION	LIMITS
☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ ACCIDENT	85-LV-0115 0	08/31/2019	08/31/2020		EACH OCCURRENCE \$ 1,000,000 POLICY LIMIT \$ 300,000 MEDICAL FEES \$ 5,000 PERSONAL & ADJUTANT \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMPOUND AGG \$ CIVIL RIGHTS \$
☐ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY LEASED AUTOS ONLY OTHER AUTOS ONLY	980 1842 A22 60 E29 2019 D10 50	07/30/2020	01/22/2021		CIVIL RIGHTS \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per person) \$ 100,000 PROPERTY DAMAGE (Per accident) \$ TACIT COVERAGE \$ 2,000,000 AGGREGATE \$ 2,000,000
☐ UMBRELLA/LIB EXCESS/LIB INC. ☐ RETENTION	88 GP 0883 2	06/17/2019	06/17/2020		TACIT COVERAGE \$ AGGREGATE \$ INC. ☐ RETENTION
WORKERS COMPENSATION AND EMPLOYERS LIABILITY AND FIDELITY AND PERFORMANCE GUARANTEE COVERAGE (If any, describe with ADDITIONAL INFORMATION BELOW)					EL: STATUTE ☐ LSC EL: SYNCHRONIZATION \$ EL: EXCESS/RE-EMPLOYMENT \$ EL: EXCESS/RE-EMPLOYMENT \$

DESCRIPTION OF OPERATIONS/LOCATIONS (VH-CL-00 ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE *Matt Carlucci*
By *Janet O. Whitmill* A922529
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ACORD 28 (2016/03) The ACORD name and logo are registered marks of ACORD 10/1/2020 10:25:42.72 0010 10/1/20

CONFIDENTIALITY CONTRACT

This confidentiality contract is dated December 21, 2020, and is between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida and doing business as BEACHES ENERGY SERVICES (“BES”), and FRED WILSON & ASSOCIATES, INC., a Florida corporation (“CONSULTANT”).

The parties have determined to enter into discussions or exchange information, or both, that is confidential in nature. Each party desires to afford the greatest protection available to Confidential Information (as defined in section 1) exchanged by them pursuant to the terms of this Confidentiality Contract.

The parties therefore agree as follows:

1. Confidential Information. As used in this Confidentiality Contract “Confidential Information” means the confidential and proprietary information of a party (including, with respect only to BES, the confidential and proprietary information it owns), and includes without limitation all data, specifications, calculations, estimates, plans, drawings, construction or technical documents, photographs, summaries, spreadsheets, reports, memoranda, letters, email, and any other documents, instruments, information and materials of any nature whatsoever, whether oral, written or recorded in another medium, relating to the business of a party which has been or may afterwards be provided or disclosed pursuant to this Confidentiality Contract. Each party may disclose its Confidential Information (the “Disclosing Party”) to the other Party (the “Receiving Party”). Tangible items of Confidential Information may be marked “CONFIDENTIAL” or “PROPRIETARY” or “CONFIDENTIAL AND PROPRIETARY” by either party.

2. Receiving Party Obligations. The Receiving Party agrees that Confidential Information received must be considered confidential and proprietary property of the Disclosing Party and the Receiving Party, unless prohibited by Florida law, shall hold the same in confidence, and shall not use Confidential Information for purposes other than the purposes contemplated by this Confidentiality Contract. The Receiving Party, to the extent permitted by Florida law, shall not disclose, publish, or otherwise reveal any Confidential Information to any third party whatsoever except after receipt of the specific prior written authorization of the Disclosing Party.

3. Required Disclosure. Notwithstanding any other provision of this contract, BES may disclose Confidential Information if necessary, in the opinion of legal counsel for BES, to comply with applicable law (including, without limitation, the Florida Public Records Law, Chapter 119, Florida Statutes), order, regulation, ruling, subpoena, or order of a governmental authority or tribunal with competent jurisdiction. In the event that BES is requested or required to disclose any Confidential Information, BES shall promptly notify CONSULTANT of the request or requirement prior to disclosure, if reasonably possible, so that CONSULTANT may, if it elects, seek an appropriate protective order or other designation of such Confidential Information as containing trade secrets or other

commercially sensitive information or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. All costs of seeking any protective order or other designation and for contesting, limiting, or protecting the disclosure of Confidential Information in response to a valid request to or demand upon BES shall be borne and paid in full by CONSULTANT. With respect to any disclosure made by BES pursuant to this section 3, BES shall furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its legal counsel, is consistent with the scope of the request or demand to disclose and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. BES and the City of Jacksonville Beach do not waive any local government agency exemptions that they are entitled to pursuant to sections 119.0701 and 119.0713, Florida Statutes.

4. Term. The obligations of the parties is effective for two years from the date the Disclosing Party last discloses Confidential Information to the Receiving Party pursuant to this Confidentiality Contract. Further, the obligation not to disclose is not be affected by bankruptcy, receivership, assignment, attachment or seizure procedure or other such law.

5. Other Information. The Receiving Party has no obligation under this Confidentiality Contract with respect to Confidential Information which (1) is, or becomes publicly available without breach of this Confidentiality Contract by the Receiving Party; (2) is rightfully received by the Receiving Party without obligations of confidentiality; (3) is developed by the Receiving Party without breach of this Confidentiality Contract; or (4) is a public record which Receiving Party is obligated by Florida law to disclose to a third party in the opinion of legal counsel for the Receiving Party; provided however, the Confidential Information described in clauses (1), (2), and (3) of this section shall not be disclosed until 30 days after written Notice (as defined in section 10) of the intent to disclose is given to the Disclosing Party along with the asserted grounds for disclosure.

6. No License. Nothing in this Confidentiality Contract may be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products or services. The Receiving Party agrees to not use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product or service.

7. Governing Law and Equitable Relief. This Confidentiality Contract is governed and construed in accordance with the laws of the State of Florida, both as to interpretation and performance, and any action at law, suit in equity, or judicial proceeding for the enforcement of this Confidentiality Contract, or any of its provisions, must be instituted and maintained only in a court of competent jurisdiction in Duval County, Florida. The parties agree that in the event of any breach or threatened or impending breach by either party, the non-breaching party, including the would-be non-breaching party in a case of a threatened

or impending breach (the “non-breaching party”), may obtain, in addition to any other legal remedies available, equitable relief as necessary to protect the non-breaching party without need for filing any bond.

8. No Assignment. Neither party may assign this Confidentiality Contract or any interest or obligation herein without the express prior written consent of the other party.

9. Severability. Wherever possible, each provision of this Confidentiality Contract is to be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Confidentiality Contract be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Confidentiality Contract. In the event any provision of this Confidentiality Contract is held by any tribunal of competent jurisdiction to be contrary to applicable law, the remaining provisions of this Confidentiality Contract remain in full force and effect.

10. Notices.

a. Each party giving or making any notice, request, demand, or other communication (each, a “Notice”) pursuant to this Confidentiality Contract shall give the Notice in writing and shall use one of the following methods of delivery, each of which for purposes of this Confidentiality Contract is a writing: (1) personal delivery; (2) registered or certified mail, in each case, return receipt requested and postage prepaid; (3) nationally recognized overnight courier, with all fees prepaid; or (4) facsimile.

b. Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the “Addressee”) at the address listed below or to another Addressee or at another address designed by a party in a Notice pursuant to this section:

If to BES: Beaches Energy Services
 1460 Shetter Avenue
 Jacksonville Beach, FL 32250
 Attention: Don Cuevas
 Facsimile No.: (904) 247-6120
 Telephone No. (for verification purposes only): (904) 270-1686

With a required
copy to: Chris Ambrosio, City Attorney
 City of Jacksonville Beach
 11 Third Street North
 Jacksonville Beach, FL 32250

If to

CONSULTANT: Fred Wilson & Associates, Inc.
3970 Hendricks Avenue
Jacksonville, FL 32207
Attention: William E. Wilson, Jr.
Facsimile No.: (904) 398-2968
Telephone No. (for verification purposes only): (904) 398-8636

c. Except as provided elsewhere in this Confidentiality Contract, a Notice is effective only if the party giving or making the Notice has complied with subsections a and b and if the Addressee has received the Notice. A Notice is deemed to have been received as follows:

- i. If a Notice is delivered in person, or sent by registered or certified mail, or nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- ii. If a Notice is sent by facsimile, upon receipt by the party giving or making the Notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the Addressee's facsimile number.
- iii. If the Addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change of address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.
- iv. Despite the other clauses in this subsection (c), if any Notice is received after 5 p.m. on a business day where the Addressee is located, or on a day that is not a business day where the addressee is located, then the Notice is deemed received at 9:00 a.m. on the next business day where the Addressee is located.

11. No Implied Waiver. The failure or delay of any party at any time to require performance by the other party of any provision of this Confidentiality Contract, even if known, does not affect the continuing right of that party to require performance of that provision or to exercise any right, power, or remedy granted by this contract. The waiver by either party of a breach of any provision of this Confidentiality Contract cannot be construed as a waiver of a continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Confidentiality Contract. No Notice to or demand on either party in any circumstance shall, of itself, entitle the party receiving the Notice or demand to any other or further Notice or demand in similar or other circumstances. The waiver of any breach or default of this Confidentiality Contract does not

constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

12. Headings for Convenience Only. The descriptive headings in this Confidentiality Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Confidentiality Contract.

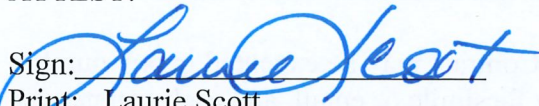
13. Counterparts. This Confidentiality Contract may be executed in any number of counterparts, and signature pages exchanged by facsimile or email, and each counterpart shall be regarded for all purposes as an original, and such counterparts shall constitute, but one and the same instrument, it being understood that both parties need not sign the same counterpart. The signature page of any counterpart, and facsimiles and photocopies of that counterpart, may be appended to any other counterpart and when so appended constitute an original. In the event that any signature is delivered by facsimile transmission or by facsimile signature, such signature creates a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the Confidentiality Contract with the same force and effect as if such facsimile signature page were an original.

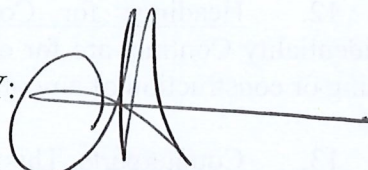
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The parties are signing this Confidentiality Contract as of the date stated in the introductory clause.

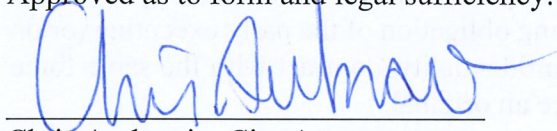
CITY OF JACKSONVILLE BEACH:

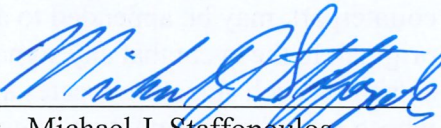
ATTEST:

Sign: 
Print: Laurie Scott
Title: City Clerk
Date: 1/20/21

CITY: 
Sign: Christine H. Hoffman
Title: Mayor
Date: 1/20/21

Approved as to form and legal sufficiency:


Chris Ambrosio, City Attorney

Sign: 
Print: Michael J. Staffopoulos
Title: City Manager
Date: 01/15/21

FRED WILSON & ASSOCIATES, INC.:

Sign: _____
Print: William E. Wilson, Jr.
Title: Executive Vice President
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, __ (year), by _____ (name of person acknowledging), who is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC:

Sign: _____
Print: _____



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	11/17/2021
SUBJECT:	Assignment and Assumption Agreement of the Franchise Contract Agreement for the Collection, Disposal of Solid Waste and Recycling

BACKGROUND

The City solid waste vendor contract with Advanced Disposal Service was assumed by Waste Management, Inc., as part of a corporate acquisition in October of 2020. The City agreed to allow Waste Management, Inc., to continue operation of the existing contract. In October 2021, Waste Management requested further assignment of the contract to Waste Management Inc. of Florida. This assignment would become effective January 1, 2022. The City Attorney has prepared the appropriate Assignment and Assumption Agreement (attached) for execution by the Mayor and City Manager on behalf of the City Council.

FINANCIAL IMPACT

There is an Assignment Fee of \$25,000 that is charged under the contract that is to be paid by Waste Management Inc. of Florida to complete this assignment. This fee would be placed in the Solid Waste fund.

REQUESTED ACTION

Approve/Disapprove the Assignment and Assumption Agreement assigning the Franchise Contract Agreement for the Collection, Disposal of Solid Waste and Recycling for RFP No. 11-1516 entered into by Advanced Disposal Services Jacksonville, LLC, to Waste Management Inc. of Florida

ATTACHMENTS

1. Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter "Assignment") dated as of _____, 2021 is entered into by and between ADVANCED DISPOSAL SERVICES JACKSONVILLE, LLC ("ASSIGNING PARTY"), and WASTE MANAGEMENT INC. OF FLORIDA ("ASSUMING PARTY") and the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipal corporation formed under the laws of the State of Florida ("REMAINING PARTY").

RECITALS

WHEREAS, Assigning Party desires to assign to Assuming Party all of its rights and delegate to Assuming Party all of its obligations under the FRANCHISE CONTRACT AGREEMENT FOR THE COLLECTION, DISPOSAL OF SOLID WASTE AND RECYCLING FOR THE CITY OF JACKSONVILLE BEACH FOR RFP NO. 11-1516 with an effective date of February 6, 2017, and the Rate Adjustment for Pull, Collection Component, and Fuel Cost Component between the City of Jacksonville Beach, Florida and Advanced Disposal Services Jacksonville, LLC, memorialized on October 20, 2021 and attached hereto as Exhibit "A" (collectively, "Assigned Contract"), a valid contract; and

WHEREAS, Assuming Party desires to accept such assignment of rights and obligations under the Assigned Contract effective as of January 1, 2022 ("Effective Date"); and

WHEREAS, Remaining Party desires the substitution of Assuming Party as a party to the Assigned Contract in Assigning Party's place as of the Effective Date.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Assignment and Assumption.

1.1 Assignment. Assigning Party irrevocably sells, assigns, grants, conveys, and transfers to Assuming Party all of Assigning Party's obligations, duties, right, title, and interest in and to the Assigned Contract.

1.2 Assumption. Assuming Party unconditionally accepts such assignment and assumes all of Assigning Party's rights, duties, liabilities, and obligations under the Assigned Contract, and agrees to pay, perform, and discharge, as and when due, all of the obligations of Assigning Party under the Assigned Contract accruing before, on, or after the Effective Date.

Section 2. Novation.

2.1 Release. Despite anything to the contrary in the Assigned Contract, Remaining Party releases and forever discharges Assigning Party from all further obligations arising under the Assigned Contract, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims and demands whatsoever that Remaining Party has or may have against

Assigning Party on or after the Effective Date. Nothing herein, however, shall operate to release Assigning Party of any liabilities or obligations due to be performed prior to the Effective Date.

2.2 Despite anything to the contrary in the Assigned Contract, Assigning Party releases and forever discharges Remaining Party, as well as its officials, officers, employees, agents, and representatives, from all further obligations arising under the Assigned Contract, and from all manner of actions Assigning Party has or may have against Remaining Party. Nothing herein, however, shall operate to release Remaining Party of any liabilities or obligations due to be performed under the Assigned Contract.

2.3 Substitution. The parties hereto intend that this Agreement also constitutes a novation and that Assuming Party be substituted for Assigning Party in the Assigned Contract as of the Effective Date. Remaining Party recognizes Assuming Party as Assigning Party's successor-in-interest in and to the Assigned Contract. By this Agreement, Assuming Party becomes entitled to all right, title, and interest of Assigning Party in and to the Assigned Contract inasmuch Assuming Party is the substituted party to the Assigned Contract as of and after the Effective Date. Remaining Party and Assuming Party shall be bound by the terms of the Assigned Contract in every way as if Assuming Party is named in place of Assigning Party as a party thereto.

2.4 Assigning Party and Assuming Party represent and warrant that, with the exception of the Assignment Fee (set forth in Section 3), to the extent there is a payment or obligation due to Remaining Party which has accrued and remains outstanding from Assigning Party as of the Effective Date, Assuming Party agrees to become solely responsible to Remaining Party for such amounts or obligations.

Section 3. Consideration

3.1 In exchange for Remaining Party's consent and agreement to Assigning Party's assignment, transfer, and discharge of its rights, duties, and obligations to Assuming Party, Assigning Party agrees to pay Remaining Party Twenty-Five Thousand Dollars and 00/100 cents (\$25,000.00), which shall be paid in full by no later than 30 days after the Effective Date.

Section 4. Representation and Warranties

4.1.1 Assigning Party. Assigning Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the state in which it is organized or incorporated, and authorized to do business in the State of Florida.

4.1.2 Assigning Party represents and warrants that it is qualified and licensed to do business and in good standing in every jurisdiction where such qualification and licensing is required for the purposes of the Assigned Contract.

4.1.3 Assigning Party represents and warrants that it has full right, power, and authority to enter into this Agreement and performed its obligations hereunder.

4.1.4 Assigning Party represents and warrants that it has taken all necessary corporate action to authorize the execution of this Agreement by its representatives whose signature(s) are set forth at the end of the Agreement.

4.1.5 Assigning Party represents and warrants that when it is executed, this Agreement will constitute the legal, valid, and binding obligation of Assigning Party, enforceable against it in accordance with its terms and not subject to defenses.

4.1.6 Assigning Party represents and warrants that it is the sole and legal beneficial owner of all rights under the Assigned Contract on the Effective Date, free and clear of any lien, security interest, charge or encumbrance.

4.1.7 Assigning Party represents and warrants that the Assigned Contract has not been amended or modified other than as set forth in Exhibit "A" attached hereto and incorporated fully herein by reference as of the Effective Date.

4.1.8 Assigning Party further represents and warrants that the Assigned Contract is in full force and effect on the Effective Date, and that no event or condition has occurred that is, or with notice or passage of time would be, an event of default or termination under the Assigned Contract; and that to its knowledge, there are no material disputes pending, threatened, or foreseeable, that is or may be related to any rights or obligations transferred by this Agreement.

4.1.9 Assigning Party represents and warrants that it has performed or will perform all of its obligations under the Assigned Contract that are required to be performed on or before the Effective Date.

4.2 Assuming Party. Assuming Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the state in which it is organized or incorporated, and authorized to do business in the State of Florida.

4.2.1 Assuming Party represents and warrants that it is qualified and licensed to do business and in good standing in every jurisdiction where such qualification and licensing is required for the purposes of the Assigned Contract.

4.2.2 Assuming Party represents and warrants that it has full right, power, and authority to enter into this Agreement and performed its obligations hereunder.

4.2.3 Assuming Party represents and warrants that it has taken all necessary corporate action to authorize the execution of this Agreement by its representatives whose signature(s) are set forth at the end of the Agreement.

4.2.4 Assuming Party represents and warrants that when it is executed, this Agreement will constitute the legal, valid, and binding obligation of Assuming Party, enforceable against it in accordance with its terms and not subject to defenses.

4.2.5 Assuming Party represents and warrants that it is the sole and legal beneficial owner of all rights under the Assigned Contract on the Effective Date, free and clear of any lien, security interest, charge or encumbrance.

4.2.6 Assuming Party represents and warrants that the Assigned Contract has not been amended or modified other than as set forth in Exhibit "A" attached hereto and incorporated fully herein by reference as of the Effective Date.

4.2.7 Assuming Party further represents and warrants that the Assigned Contract is in full force and effect on the Effective Date, and that no event or condition has occurred that is, or with notice or passage of time would be, an event of default or termination under the Assigned Contract; and that to its knowledge there are no material disputes pending, threatened, or foreseeable, that is or may be related to any rights or obligations transferred by this Agreement.

4.2.8 Assuming Party represents and warrants that it has performed or will perform all of its obligations under the Assigned Contract that are required to be performed on or before the Effective Date.

5. **Indemnification.** Subject to the terms and conditions set forth herein, Assuming Party and Assigning Party (collectively herein "Indemnifying Party") shall indemnify, hold harmless, and defend each other and their respective officers, directors, managers, members, shareholder, employee, agents, contractors and successors in interest and assigns (collectively "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fine, costs, or expenses of whatever kind, including actual or reasonable attorneys' fees, that are incurred by Indemnified Party or awarded against Indemnified Party in a final judgment (collectively, "loss(es)") relating to or arising out of or resulting from any third-party claim, action, cause of action, demand, lawsuit, arbitration, mediation, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise (collectively, "Claim") which alleges a breach non-fulfillment of any covenant set forth herein, any negligence or more culpable act or omission, including any reckless or willful misconduct, of the Indemnifying Party or any of its representatives in connection with the performance of its obligations under this Agreement, and/or failure by Indemnifying Party to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

6. **Miscellaneous.**

6.1 **Further Assurances.** On the other party's reasonable request, each party shall, at its sole expense, execute and deliver all such further documents and instruments deemed necessary to give full effect to this Agreement.

6.2 **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

6.3 **Severability.** If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Further on such determination that any term or provision is invalid, illegal, or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereunder are, or will be, consummated as originally contemplated to the greatest extent possible.

6.4 Entire Agreement. This Agreement, together with any exhibit and/or schedule attached hereto, is the sole and entire agreement of the parties regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter.

6.5 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by any party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

6.6 Amendment and Modification. No amendment to rescind, terminate, or discharge this Agreement is effective unless it is in writing and signed by each party hereto.

6.7 Governing Law. This Agreement shall be construed pursuant to, and governed exclusively by, the laws of the State of Florida, without giving effect to the conflict of laws provision which would require or otherwise permit for the application of the laws of a jurisdiction other than those of the State of Florida. Assigning Party and Assuming Party agree to the personal jurisdiction of the State of Florida, and further agree that venue shall be a court of competent jurisdiction of Duval County, Florida.

6.8 Designated Representative. As contemplated in Article 9 of the Assigned Contract, the designated representative for Assuming Party is:

Waste Management Inc. of Florida
David Myhan, President
1800 North Military Trail
Boca Raton, Florida 33431
(954) 984-2012

6.9 Parties Bound. This Agreement shall be binding on all of the parties and their respective assigns and successors-in-interest.

6.10 Execution in Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

(SIGNATURE PAGE(S) FOLLOW)

TITLE: Assignment Collection, Disposal of Solid Waste and
Recycling for the City of Jacksonville Beach (RFP No. 11-1516)

Term: 6 years

End Date: 2/5/2023

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

ADVANCED DISPOSAL SERVICES JACKSONVILLE, LLC (ASSIGNING PARTY)

By: _____ Attest: _____

Print Name/Title

Secretary

TITLE: Assignment Collection, Disposal of Solid Waste and
Recycling for the City of Jacksonville Beach (RFP No. 11-1516)

Term: 6 years

End Date: 2/5/2023

WASTE MANAGEMENT INC. OF FLORIDA (ASSUMING PARTY)

By: _____ Attest: _____

Print Name/Title Secretary

TITLE: Assignment Collection, Disposal of Solid Waste and
Recycling for the City of Jacksonville Beach (RFP No. 11-1516)

Term: 6 years

End Date: 2/5/2023

CITY OF JACKSONVILLE BEACH, FLORIDA (REMAINING PARTY)

ATTEST:

By: Sheri Gosselin, City Clerk

By: Christine Hoffman, Mayor

By: Michael Staffopoulos, City Manager

FRANCHISE CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 20 day of January, 2017 by and between the **CITY OF JACKSONVILLE BEACH, FLORIDA**, a municipality organized and existing under the laws of the State of Florida, hereinafter called the CITY, and **ADVANCED DISPOSAL SERVICES JACKSONVILLE, LLC** hereinafter called the CONTRACTOR:

WITNESSETH:

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

Article 1. Scope of Services

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

**RFP No. 11-1516 COLLECTION, DISPOSAL OF SOLID WASTE AND RECYCLING
FOR
THE CITY OF JACKSONVILLE BEACH, FLORIDA,**

for a period of six (6) years from the effective date of this agreement.

All services shall be performed in accordance with the Specifications prepared by the City of Jacksonville Beach, and the proposed services will be awarded as one (1) Contract. Services shall be for labor including equipment and services to perform **Collection, Disposal of Solid Waste and Recycling for the City of Jacksonville Beach**, of which the requirements and scope of services is detailed in:

Attachment "A": RFP No. 11-1516 Collection, Disposal of Solid Waste and Recycling for the City of Jacksonville Beach, and Addendums 1, 2 and 3, and/or

Attachment "B": Modifications to Specifications.

Article 2. CITY'S Responsibility

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

Article 3. Term of Agreement

This Agreement shall be effective from the date of **February 6, 2017**, and will continue in effect through six (6) calendar years ending on **February 5, 2023**.

Article 4. Nonexclusive Contract:

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

Article 5. Payment to Contractor

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

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

Attachment "A": RFP No. 11-1516 Collection, Disposal of Solid Waste and Recycling for the City of Jacksonville Beach, and Addendums 1, 2 and 3, and/or

Attachment "B": Modifications to Specifications.

as set forth in the Contractor's Response Submittal (**Attachment "C"**) submitted in response to the CITY's RFP No. 11-1516.

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

Attachment "A": RFP No. 11-1516 Collection, Disposal of Solid Waste and Recycling for the City of Jacksonville Beach, and Addendums 1, 2 and 3, and/or

Attachment "B": Modification to Specifications,

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

5.3 *Invoices.*

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

in the previous month.

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

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

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

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

Article 6. Standards of Performance

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

Attachment "A": RFP No. 11-1516 Collection, Disposal of Solid Waste and Recycling for the City of Jacksonville Beach, and Addendums 1, 2 and 3, and

Attachment "B": Modification to Specifications.

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

Article 7. Contractor as Independent Contractor

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

Article 8. Subcontracting

CONTRACTOR may subcontract services to be performed hereunder with prior written

approval of the CITY, which shall be at the CITY's sole discretion. No such approval will be construed as making the CITY a party of or to such subcontract, or subjecting the CITY to liability of any kind to any subcontract. No subcontract shall, under any circumstances, relieve the CONTRACTOR of its liability and obligation under this Agreement; and despite any such subcontracting, the CITY shall deal through the CONTRACTOR, and subcontractors will be dealt with as workers and representatives of the CONTRACTOR.

Article 9. Authorized Project Representatives

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

Article 10. Inspection of Work

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

Article 11. Right to Require Performance

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

Article 12. Extraordinary Occurrences

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

Article 13. Insurance

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

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

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

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

A. Workers Compensation Coverage is required.

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

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

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

Commercial General Liability in Occurrence Form.

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

Coverage B shall include personal injury and is required

Coverage C, medical payments is not required.

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

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

Amounts:	\$1,000,000	aggregate
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D. Business Auto Liability Coverage is required for Contractor and all Subcontractors.

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

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

E. Professional Liability is not required.

F. Pollution Liability required of all Contractors and Subcontractors.

The CITY requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third

party pollution liability coverage, natural resources damage coverage.

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

G. Excess or Umbrella Liability Coverage.

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

H. Claims Made Coverage – No Gap

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

I. Certificates of Insurance

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

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

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

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

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

Article 14. Termination

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

- 14.1 *For cause.* By the CITY upon ninety (90) days written notice in the event of substantial failure by the CONTRACTOR to perform in accordance with the terms hereof through no fault of the terminating party.
- 14.2 *For convenience.* The City's performance and obligation to pay under this Agreement is contingent upon its receiving an annual appropriation by the City Council. In the event that the CITY fails to obtain such appropriation then the City may notify Contractor of its intent to terminate and such termination shall become effective on the date of Contractor's receipt of such notice.

Article 15. Indemnification

- 15.1 **General Indemnity.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, indemnify and pay on behalf of the CITY, CITY's officers, directors, partners, agents, contractors, and employees from and against any and all costs, losses, and damages, including claims for bodily injury, disease, death, personal injury and damage to property or loss of use resulting therefrom, and for professional liability, (including, but not limited to all fees and charges of contractors, architects, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR's officers, directors, partners, agents, contractors, employees, and CONTRACTOR's consultants, agents, and contractors in the performance and furnishing of CONTRACTOR's services under this Agreement, unless such claims are a result of the CITY's sole negligence. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.
- 15.2 **Copyright and Intellectual Property Rights.** At CONTRACTOR's expense as described herein, CONTRACTOR shall indemnify, defend and hold CITY and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim. CONTRACTOR shall also reimburse the CITY for all reasonable expenses incurred by the CITY in respect of each claim. To qualify for such defense and payment, CITY must: (i) give CONTRACTOR prompt written notice of such claim; and (ii) allow CONTRACTOR to control, and fully co-operate with CITY in the defense and all related negotiations. CONTRACTOR's obligation under this Section is conditional upon CITY's agreement that, if the professional services become, or in CONTRACTOR's opinion (as stated in writing to CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then CITY shall permit CONTRACTOR, at CONTRACTOR's expense, either to procure the right for CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in the CITY's environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) CITY's use of the intellectual property contained in the professional

Effective Date: 2/6/2017

Term: 6 years

End Date: 2/5/2023

services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii) custom programming for which CONTRACTOR does not develop the specifications or where the code at issue is supplied by CITY. This subsection states CONTRACTOR's entire obligation regarding intellectual property right infringement.

Effective Date: 2/6/2017

Term: 6 years

End Date: 2/5/2023

Article 16. Dispute Resolution

CITY and CONTRACTOR agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law. This Section shall survive completion or termination of this Agreement

Article 17. Notices

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

Article 18. Survival

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

Article 19. Severability

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 20. Waiver

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

Article 21. Headings

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

Article 22. Contract Documents

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

22.1 Contract Agreement (pages 1 to 13, inclusive).

22.2 Attachment "A": **RFP No. 11-1516 Collection, Disposal of Solid Waste and Recycling for the City of Jacksonville Beach, and Addendums 1, 2 and 3.**

22.3 Attachment "B": **Modification to Specifications.**

22.4 Attachment "C": **CONTRACTOR Response to RFP No. 11-1516 to include:**
Cover Letter
Scope of Services Proposed
Qualifications and Competency
Equipment Availability and Capability
Pricing
Required Forms.

22.5 Attachment "D": **Notice to Proceed with Effective Date of 2/6/2017.**

22.6 Attachment "E": **Approved Council Memorandum – RFP No. 11-1516.**

There are no Contract Documents other than those listed above in this Article 22. The Contract Documents may only be altered, amended, or repealed in accordance with the Terms and Conditions.

Article 23. Governing Law

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

Article 24. Public Records Law Chapter 119 Florida Statutes

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:

TELEPHONE NUMBER: 904-247-6250 EXT # 11

EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET

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

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

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

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

EXHIBIT A TO ASSIGNMENT AND ASSUMPTION AGREEMENT

CONTRACT AGREEMENT for RFP No.11-1516
City Of Jacksonville Beach, Public Works

TITLE: Collection, Disposal of Solid Waste and Recycling
for the City of Jacksonville Beach

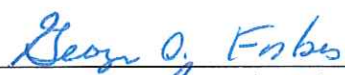
Effective Date: 2/6/2017Term: 6 yearsEnd Date: 2/5/2023

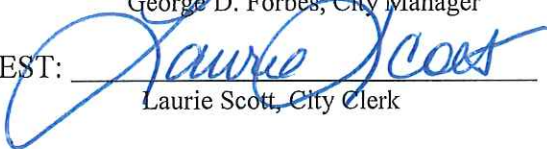
IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Document have been signed or identified by CITY and CONTRACTOR on their behalf.

This Agreement was made and entered into as of the last signature date shown below and has an Effective Date of **February 6, 2016** (Article 3).

CITY: CITY OF JACKSONVILLE BEACH, FLORIDA

BY: 
William C. Latham, Mayor

BY: 
George D. Forbes, City Manager

ATTEST: 
Laurie Scott, City Clerk

Date Signed: JANUARY 20, 2017

CONTRACTOR: ADVANCED DISPOSAL SERVICES JACKSONVILLE, LLC

BY: 

PRINTED NAME: John SpegalTITLE: Chief Operating Officer

(CORPORATE SEAL)

ATTEST:  Date Signed: 1-17-17

PRINTED NAME: Jennifer Taylor

Effective Date: 2/6/2017

Term: 6 years

End Date: 2/5/2023

AGENT FOR SERVICE OF PROCESS

CITY:

CONTRACTOR:

Address for Giving Notices:

Address for Giving Notices:

City of Jacksonville Beach

Advanced Disposal Services Jacksonville, LLC

Public Works Department

1460-A Shetter Avenue

7580 Philips Hwy.

Jacksonville Beach, Florida 32250

Jacksonville, Florida 32256

Designated Representative
(Article 9):

Designated Representative
(Article 9):

Name: William T. Edwards

Name: Derick Redding

Title: Public Works Director

Title: General Manager

Phone Number: 904-247-6272

Phone Number: 904-327-0210

Attachment A

RFP No. 11-1516: Collection, Disposal of Solid Waste and Recycling for the City of Jacksonville Beach, and Addendums 1, 2 and 3.



City of Jacksonville Beach

Procurement Division: 1460A Shetter Ave. Jacksonville Beach, FL 32250

Tel: 904-247-6229 Fax: 904-270-1639



REQUEST FOR PROPOSALS (RFP)

RFP Number:	11-1516
RFP Title:	Collection, Disposal of Solid Waste and Recycling for the City of Jacksonville Beach

Submittal Deadline	
Day:	Wednesday
Date:	October 19, 2016
Time:	2:00 P. M.
Location:	Property & Procurement
Address:	1460-A Shetter Ave., Jacksonville Beach, FL 32250

A Pre-Proposal Meeting is scheduled for this RFP as follows:

<u>PRE-PROPOSAL MEETING</u> 10:00AM September 21, 2016 Public Works Training Room, City Operations & Maintenance Facility 1460A Shetter Avenue Jacksonville Beach, Florida
--

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

RFP Issue Date	08-Sep-16
RFP Advertised	08-Sep-16
Pre-Proposal Meeting	21-Sep-16
Deadline for Submitting Questions in Writing	12-Oct-16
Submission Deadline	19-Oct-16
RFPs Opened	19-Oct-16
RFPs Evaluated	16-Nov-16
Recommendation to Council / Award	05-Dec-16
Contract Execution	15-Dec-16

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SECTION A:

OVERVIEW

SECTION A: OVERVIEW

1. PURPOSE

The City of Jacksonville Beach (CITY) is seeking proposals from qualified respondents, for the collection, disposal of solid waste and recycling services throughout the city.

This Request for Proposals (RFP) defines the service standards, specifications and proposal requirements of the comprehensive solid waste, yard waste, and recycling collection and disposal program for residents and businesses within the city limits of the City of Jacksonville Beach. The goals of the CITY are to:

- Provide excellent, proactive customer service at all times to include timely collection of solid waste and recycling, responsive communication on customer concerns, speedy resolution to customer concerns, at a fair and reasonable price.
- Provide a comprehensive solid waste and recycling collection program.
- Reduce solid waste disposal tonnage by maximizing the fullest recovery possible of recyclable materials from the CITY's residential and commercial customers.
- Improve public education of all CITY residents and customers about recycling services, so as to increase participation and recovery rates.
- Reduce tons of yard waste collected by providing educational information.

The respondent shall be responsible for being familiar with local conditions that may affect cost, permitting, progress, performance or services described in this RFP, including inspection of the CITY's boundaries, streets and commercial/office property locations. The proposer shall be responsible for considering all federal, state and local laws, statutes, ordinances, and regulations that may affect costs, permitting, progress, performance or services.

The CITY's objective is to select proven service methods that apply commercially demonstrated and environmentally sound collection techniques.

Award shall be made to the respondent whose proposal is deemed to be most advantageous to the CITY.

2. PROPOSAL DUE DATE: 2:00PM, WEDNESDAY, October 19, 2016

Subject to the terms and conditions specified in this **Request for Proposals (RFP)**, proposals will be received until **2:00PM, Wednesday, October 19, 2016**, then opened publicly by the Property & Procurement Division, 1460-A Shetter Avenue, 1st Floor, Jacksonville Beach, Florida 32250.

RESPONDENTS ARE HIGHLY ENCOURAGE TO ATTEND THE PRE-PROPOSAL MEETING. This **PRE-PROPOSAL MEETING** is scheduled for **10:00am, September 21, 2016**, at the Public Works Training Room, City Operations & Maintenance Facility, 1460A Shetter Avenue, Jacksonville Beach, Florida.

3. RFP TIMELINE

RFP Issue Date	08-Sep-16
RFP Advertised	08-Sep-16
Pre-Proposal Meeting	21-Sep-16
Deadline for Submitting Questions in Writing	12-Oct-16
Submission Deadline	19-Oct-16
RFPs Opened	19-Oct-16
RFPs Evaluated	16-Nov-16
Recommendation to Council	05-Dec-16
Contract Award	15-Dec-16

4. ELIGIBILITY

The selected firm must have the capability and experience necessary to provide, as an exclusive franchise, collection and disposal of solid waste, yard waste and recycling services to the CITY's residential (single-family, duplex, triplex, 4-plex, multifamily dwelling units) and commercial business/office units.

To be eligible, respondents must be able to provide information demonstrating that they have a minimum of five (5) years of experience, and currently serve Florida and South Georgia regular residential accounts that total seven thousand (7,000), and regular commercial accounts, total at least two thousand (2,000). Respondents must include in the submittal a Florida reference city, with contact name and telephone number, and start date of the franchise.

5. CONTRACT AWARD

The CITY reserves the right to enter into a contract with the selected firm(s) that the CITY deems to offer the best overall proposal(s). The CITY is therefore not bound to accept a proposal on the basis of lowest price.

In addition, the CITY, at its sole discretion in the best interest of the CITY, reserves the right:

- To cancel this RFP,
- To reject any and all proposals,
- To waive any and all informalities and/or irregularities,
- To consider any and all other alternatives submitted by proposers, along with the CITY scope alternative(s), or
- To re-advertise with either the identical or revised specifications,

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.

The CITY reserves the right to award this contract to one or more firms. In the event of a multiple award, the CITY may designate a Primary and Secondary Contractor. The Secondary Contractor will be used if the Primary Contractor is unable to cope with the demands of the project, or if the standards of performance are unacceptable to the CITY requirements, or if the contract is terminated for cause or convenience.

Award will be made only to responsible, licensed contractors possessing the ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Contractors submitting bids must be regularly engaged in the trade or trades relating to the bids submitted.

6. CONTRACT TERM

The resulting unit price contract(s) for continuous services will be for a term of six (6) years.

Effective Contract Term Start Date: The effective contract term start date shall be the date of award by the CITY or the date of the Notice to Proceed, whichever is later.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and programs approval have been granted by the CITY. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective the first day of the fiscal year for which such approval has been denied.

The City of Jacksonville Beach reserves the right to negotiate with the awarded vendor or to advertise a new solicitation for services.

The services outlined shall commence after the award and contract signing, immediately upon issuance of Notice to Proceed. A transition scheduling, period and plan is to be developed with the current contractor providing solid waste collection services within the city. This will be closely coordinated with the CITY and the CITY has final approval on the transition scheduling, period, and plan.

7. SUBMITTAL REQUIREMENTS

Submit completed proposal package **one (1)** original plus **five (5)** copies and **one (1)** CD (or thumb drive) in one sealed envelope. Packages received without the requested information or quantities may be rejected.

It is incumbent upon the respondent to ensure that all copies of the proposal package submittals are complete and exact replicas of each other.

Clearly mark the submittal envelope with the RFP number, RFP title and Respondent name.

It is incumbent upon the respondent to ensure that proposal package submittals are received by the Property & Procurement Division on time. Submissions received after the due date and time

will not be considered.

Modifications received after the due date and/or letters of withdrawal received after the due date or after contract award, whichever is applicable will not be considered.

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at Purchasing@jaxbchfl.net no later than **Wednesday October 12, 2016**. Interpretation will be in the form of an addendum and will be published on the bid section of the CITY's website. Proposal packages can be obtained from the Property & Procurement Division, 1460-A Shetter Avenue, 1st Floor, Jacksonville Beach, Florida 32250, telephone 904-247-6229.

SECTION B:

GENERAL PROVISIONS

SECTION B: GENERAL PROVISIONS

1. INSTRUCTIONS TO RESPONDENTS

- **Specifications** that are **explicit** to this particular **Request for Proposal Number 11-1516** are found in **SECTION C: Technical Specifications**.
- Minimum Proposal Package submittal requirements are found in **SECTION D** and Forms in **SECTION F**. These must be completely filled out, to clearly explain how the respondent will accomplish the specifications in SECTION C, appropriately executed and submitted.

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

2. TERMS AND CONDITIONS:

- A. General. It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. Time for CITY Acceptance. Unless otherwise specified herein, the respondent will allow seventy-five (75) days from the last date for the receiving of proposals for acceptance of its submittals by the CITY.
- C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. Initial Term Length. The initial term of this contract shall be for six (6) years.
- E. Contract Term Ending Date. The initial Contract Term Ending Date shall be determined by adding the Initial Term Length to the Contract Notice-to-Proceed date.
- F. Extension of Contract.
 - 1) The CONTRACTOR may request extension of the contract in term lengths of not more than six (6) years. The CITY retains sole discretion on whether to agree to a term extension, the length of the extension (not more than 6 years), and if such an extension is advantageous to and benefits the best interests of the public after or before negotiations with the CONTRACTOR.
 - 2) If the CITY should advertise for proposals, this contract shall automatically be extended month-to-month to allow the CITY to receive and assess proposals, to award a new contract for collection and disposal of solid waste and recycling, and to ensure a smooth, cooperative and seamless transition between contractors to minimize impact and disruption to customers and to maintain safety and health standards.

G. Contract Termination.

- 1) Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
 - a) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.
 - b) The CONTRACTOR fails to perform the work in a timely manner as determined by the CITY.
 - c) *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.
- 2) The CITY reserves the option at its sole discretion, to terminate this contract with appropriate notice, up to twelve (12) months prior to the contract term ending date or any extension thereof, if it is in the best interest of the CITY. Primarily, this may be implemented so that the CITY could participate in neighboring community standardization of service and uniformity of expiration and term of contract.

H. Award.

- 1) The CITY reserves the right to waive informalities, to reject any and all proposals, in whole or in part, and to accept the proposal(s) that in its judgment will best serve the interest of the CITY.
- 2) The CITY reserves the right to waive formalities or informalities in proposals and to reject any or all proposals or portions of proposal(s) or conditional proposal(s) as is deemed to be in the best interests of the CITY as the CITY's sole discretion.

I. Trade Names. Where trade names or brands are specified, the proposal is to indicate name of the equivalent item on which the respondent is proposing. In case a proposal is made on an item offered as an equivalent, the CITY shall be the sole judge in determining whether the proposal is for an equivalent item. Where a selection of manufacturers and product numbers are given please specify the brand being proposed.

J. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

K. Payments. The CONTRACTOR shall be paid, upon the submission of invoices in the format and number of copies as required by the CITY, which may be adjusted from time-to-time at the discretion of the CITY. Invoices are to show Purchase Order Number.

3. ADDITIONAL INFORMATION

The information in this RFP package is provided to facilitate proposals. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Jason Phitides, Property and Procurement Officer, in the Property and Procurement Division at (904) 247-6229.

4. ADDENDA TO THE RFP

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

5. USE OF PROPOSAL RESPONSE FORMS

All proposals must include the completed Proposal Tender Form provided in this package, and all questions must be answered. Proposals will not be accepted where the Proposal Tender Form has been retyped or altered by the respondent. Failure to comply may preclude consideration of the proposal. Supplemental information may be attached to the Proposal Tender Form.

6. DEVIATIONS FROM REQUESTED PLAN

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

7. CONFLICT WITH SPECIMEN CONTRACTS

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

8. ERRORS IN SUBMITTALS

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting the proposal. Failure to do so will be at the respondent's own risk, and a

respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the respondents.

9. LEGAL AND REGULATORY COMPLIANCE

The respondent must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time-to-time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes.

If applicable, for each public agency contract for services, CONTRACTOR is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

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

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

11. WAIVER/REJECTION OF PROPOSALS

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

12. AUTHORIZED OFFER

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

If the person submitting the proposal is not authorized to submit a proposal that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the insurer, that may result in a bound contract upon the CITY's acceptance.

13. EVALUATION OF PROPOSALS

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

14. USE OF PROPOSAL BY OTHER AGENCIES

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

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

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

15. PUBLIC ENTITY CRIMES STATEMENT

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

16. CONFLICT OF INTEREST / CONE OF SILENCE

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

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

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

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

The Cone of Silence prohibits the following activities:

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

The Cone of Silence may not apply to:

- A. Oral communications at pre-proposal / pre-bid meetings;
- B. Oral presentations before selection or evaluation committees;
- C. Public presentations made to the City Council during any duly noticed public meeting;

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

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

17. NON-COLLUSION AFFIDAVIT

As part of the solicitation process, Respondents are required to complete a Non-Collusion Affidavit. This is intended to prevent corruption in the solicitation process by requiring a declaration from the Respondent that they have not colluded with any other party in preparation of their proposal. **(See attached FORM 5)**

18. DISCRIMINATION CLAUSE

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

19. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY

- A. The CONTRACTOR shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The CONTRACTOR shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety. The CONTRACTOR must employ all possible means to prevent contamination or pollution of air, waterways and soil.

- B. The CITY's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the CONTRACTOR to the CITY; and the CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the CONTRACTOR. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the CONTRACTOR agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this agreement.

20. INSURANCE REQUIREMENTS

A. **GENERAL INSURANCE PROVISIONS**

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

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

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

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

B. **PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED**

The CONTRACTOR shall furnish the CITY with satisfactory proof of carriage of insurance required herein. The CONTRACTOR shall name the City of Jacksonville Beach (CITY) as additional insured on the CONTRACTOR's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance

Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the CONTRACTOR or its sub-consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

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

C. BASIC COVERAGES REQUIRED:

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

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

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

Worker's Compensation Coverage is required.

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

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

General Liability Coverage is required for CONTRACTOR and all subcontractors.

Commercial General Liability in Occurrence Form.

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

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

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

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

Products and Completed Operations are required for CONTRACTOR and all subcontractors.

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

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

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

Professional Liability is required

Pollution Liability Required of CONTRACTOR and all subcontractors.

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

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

Excess or Umbrella Liability Coverage.

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

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

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following

completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

D. CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS

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

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

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

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

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

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

21. PERFORMANCE BOND

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

- B. The Performance Bond shall remain in force for one (1) year from the date of final acceptance of the work (*termination of the franchise contract*) as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period. **(See attached FORM 6.)**

22. BID BOND: N/A

~~Each Proposal must be accompanied by a bid guaranty in the amount of not less than five percent (5%) of the total amount of the initial contract period. Should the successful Respondent fail to furnish a Performance Bond, the bid guaranty shall be forfeit. Bid security shall be a bond provided by a surety company authorized to do business in Florida, cash, cashier's or official bank check.~~

23. BANKRUPTCY

No firm will be issued a contract for the work, which has filed bankruptcy in the past seven (7) years.

24. WARRANTY

A CONTRACTOR statement warranting material and labor for a minimum of one year (365 calendar days) shall be issued to the CITY following the CITY's acceptance of each renovation as being complete and just prior to issuance of final payment.

The end of the warranty period shall be subject to the performance of a joint warranty inspection by the CITY and the CONTRACTOR. The warranty period shall be automatically extended beyond the 365-day period until this joint inspection is accomplished. **The CONTRACTOR shall be responsible for scheduling this joint inspection with the CITY.**

If warranty issues are discovered during the joint inspection, then warranty period remains in effect during corrections and subsequent warranty assurance period.

25. NONEXCLUSIVE

Notwithstanding the contract resulting from this RFP, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFP.

26. DRUG FREE WORKPLACE COMPLIANCE FORM

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

27. INDEMNIFICATION

The firm, without exception, shall indemnify and hold harmless the CITY, its officers, agents, and employees from any and all liability of any nature and kind including costs and expenses for, or

on account of, any copyrighted materials, patented or unpatented invention processes, or article manufactured or used in relation to this RFP. If the firm uses any design, device, or material covered by letters-of-patent or copyright, it is mutually agreed and understood, without exception, that the fees charged by the firm shall include all royalties or costs arising from the use of such design, device, or material.

28. PROPOSAL IS NOT A BID

This Request for Proposal is not to be considered a bid. The CITY will evaluate responses based on the criteria set forth in this RFP. The evaluation process is to consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

SECTION C:

TECHNICAL SPECIFICATIONS

SECTION C: TECHNICAL SPECIFICATIONS

1. DEFINITIONS

For the purposes of this solicitation, the following terms, phrases, words and their derivation shall have the meaning given therein. The word “shall” is always mandatory and not merely directive. The following definitions are supplemental to those listed in Chapter 27 – Residential and Commercial Solid Waste Collection, Disposal and Assessment – of the CITY Code, as may be updated from time-to-time.

- A. **Authorized Hours for Collection** shall mean the hours that the CONTRACTOR is authorized to collect all types of solid waste and recyclables at customer locations within the CITY’s city limits. The Authorized Hours for Collection are between the hours of **7:00am and 7:00pm**, inclusive, unless otherwise authorized by the CITY for a specific duration.
- B. **Bulky Waste** shall mean large discarded items generated from residences and commercial businesses within the CITY, such as pallets, furniture, refrigerators, stoves, TV’s, e-waste, automobile tires and other household type appliances, abandoned and improperly placed dumps of the same.
- C. **Collection & Disposal Service** at a customer account type location and includes all collection and disposal services provided by the CONTRACTOR for garbage/trash, recycling, bulky waste and yard waste. The CITY currently has 5 categories of Collection & Disposal Service, which are: **Residential, Small Commercial, Unique Commercial, Multifamily Dwelling** and **Commercial Establishment**.
- D. **CITY** shall mean the City of Jacksonville Beach, Duval County, Florida, a municipal corporation and its government and the City Manager, the Public Works Director, and/or his authorized or designated representative(s).
- E. **Commercial Establishment** shall mean any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit making in nature, except where such place, building and/or enterprise constitutes a single-family residence or multifamily dwelling. Commercial Establishments utilize Commercial Establishment Container Units such as CONTRACTOR provided dumpsters or customer provided Containers that are mechanically emptied by other than toter collection vehicles. These consist of, but are not limited to, office buildings, stores, hotels and motels, restaurants, schools, churches, clubs, medical clinics and hospitals, assisted living facilities, and other service establishments.
- F. **Commercial Establishment Collection & Disposal Service** shall mean garbage and trash collection and disposal service for commercial establishments utilizing containers other than those described as toters for collection of garbage / trash. These containers, such as dumpsters, roll-offs, compactors, etc., are mechanically emptied by other than toter collection vehicles. The CONTRACTOR shall provide the following collection and disposal services to each customer location - garbage/trash, recycling (at customer

option), bulky waste and yard waste. Commercial establishments in this service category shall use, but are not limited to, any of the following for the accumulation of garbage/trash:

- 1) Refuse containers as defined in this contract and as modified in the future.
- 2) Containers emptied by mechanical means.
- 3) Dumpster containers, provided by the CONTRACTOR, at the CONTRACTOR's expense (*and at no additional cost to the CITY or account holder*), in two (2), four (4), six (6), eight (8) cubic yard capacities, to include ancillary items, such as rollers and dumpster security devices (not enclosures or shoots). Provision, collection, disposal, and servicing are provided in the price per pull.
- 4) Roll-off containers, provided by the CONTRACTOR, at the CONTRACTOR's expense (*and at no additional cost to the CITY or account holder*), to include ancillary items, such as rollers and security devices on roll-offs (not enclosures or shoots), as approved by the CITY, when permanent-use roll-off service is approved by the CITY, subject to transition from existing customer contracts for existing service. Provision, collection, disposal, and servicing are provided in the price per pull.
- 5) The CONTRACTOR shall provide containers and collection for temporary-use dumpster and/or roll-off service. This will be an optional service for customers provided at the same price as the permanent-use roll-offs service. Provision, collection, disposal, and servicing are provided in the price per pull.
- 6) The cost of providing and maintaining CONTRACTOR provided dumpsters, to include gravity locks and rollers as necessary, and roll-offs, shall be part of the collection and disposal costs in the CONTRACTOR unit price rate.
- 7) Locations, quantities and frequency of pickups, and quantities and sizes of dumpsters and specialty items such as gravity locks and rollers may change from time-to-time at the sole discretion / direction of the CITY.
- 8) CONTRACTOR shall provide solid waste collection and disposal service for customer provided compactors and dumpsters, subject to transition from existing customer contracts for existing service. Collection and disposal are provided in the unit price per pull.
- 9) Work shall be done in a sanitary manner. The CONTRACTOR's employees shall immediately pickup any garbage or trash spilled or on the ground in the area.

- G. **Commercial Trash** shall mean any and all accumulations of such combustibles as paper, rags, wood, yard trimmings, wooden or paper or cardboard boxes; non-combustibles such as metal, glass, stone and dirt; and any other accumulations not included within the definition of garbage, generated by the operation of stores, offices and other business places. Commercial Trash shall include furniture, appliances, car parts, and all other accumulations not included within the definition of garbage; abandoned and improperly placed dumps of the same. Commercial Trash shall include all trash placed in public receptacles, on public streets, in parks and playground, and in other public places.
- H. **Construction and Demolition Debris** shall mean discarded materials generally considered not to be water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The following are also included:
- 1) clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
 - 2) effective January 1, 1997, except as provided in Fs.403.707(13)(j), unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste, where generated and the generator of such wood scraps or pallets implements reasonable practices to minimize the comingling of wood scraps or pallets with other solid waste;
 - 3) De Minimis amounts of other non-hazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

Collection of construction and demolition debris is to be accomplished via the open market and is outside this solicitation.

- I. **CONTRACTOR** shall mean the provider of services solicited in this RFP, and any and all of its authorized management and operating representatives.
- J. **Council** shall mean the City Council of the City of Jacksonville Beach.
- K. **Curbside Collection Point** shall be that area on or adjacent to the driveway within five (5) feet of, and in no case more than ten (10) feet from, the street, roadway, or alley, behind the curb or edge of pavement and not by the driving surface of the street or roadway or in the drainage gutter or drainage swale or ditch, not on landscaping of any sort other than grass, and as may be specifically requested by the customer, subject to

CITY review.

For handicapped and/or elderly customers properly acknowledged, this shall mean the **side door** or **other designated collection point**. The CONTRACTOR is responsible to appropriately identify, subject to CITY review, the side door pickup customer premises, making the side yard pickup locations easily identifiable from the driving pavement by the collection route drivers. The CONTRACTOR shall provide side door pickup at no additional cost to the CITY.

- L. **Designated Recovery Facility** shall mean the recycling/processing center(s) specifically agreed upon by the CONTRACTOR and the CITY for the recovery of recyclable materials.
- M. **Excluded Waste** shall mean any and all debris and waste products generated by land clearing, demolition, building construction or alteration and hauled away by the respective contractor (except do-it-yourself projects) as approved by CITY representatives; public works type construction projects whether performed by a governmental unit or by contract; contractor generated large amounts of vegetation debris which is more than the customer could reasonably do independently; materials deemed by the CITY to be hazardous waste and items not allowed at the County landfill or other approved landfill. Yard waste produced by and hauled away by landscape maintenance contractors is also considered excluded waste.
- N. **Franchisee** shall mean the individual, partnership or corporation awarded a franchise by the CITY to perform the work or services, or to furnish materials or equipment, or both as set forth in the solid waste franchise contract. The CONTRACTOR is the Franchisee.
- O. **Franchise Fee** shall mean the amount of money for which the CONTRACTOR shall be obligated to pay the CITY for the privilege of providing refuse collection service to customers within the CITY under the terms of the contract. It is solely at the discretion of the CITY whether or not to require the franchise fee, in whole or in part, and which may be modified at any time at the sole discretion of the CITY. The terms of the franchise fee shall be set forth in the franchise document(s), which may be modified at the SOLE discretion of the CITY upon 90-day notice to the CONTRACTOR.
- P. **Garbage** shall include and mean all accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables, and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gasses or odors, or which, during and after decay, may serve as breeding or feeding material for flies and/or other germ carrying insects; bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects, and does not include recyclables; and abandoned and improperly placed dumps of the same.

- Q. **Garbage / Trash Toters** shall mean the toters purchased and distributed by the CONTRACTOR on behalf of the CITY for the intended use as a receptacle for garbage / trash for Residential and Small Commercial customers. The purchase, provision, maintenance, and replacement of these toters shall be the responsibility of the CONTRACTOR at no additional cost to the CITY.
- R. **Hazardous Waste** shall mean wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics.
- S. **Household Trash** shall mean any and all accumulations of waste material from the operation of a home, which is not included within the definition of garbage. Household Trash shall include all bulky wastes, yard toys, and building material waste from residential type do-it-yourself projects (1 cubic yard) as approved by CITY representatives but does not include vegetative matter; and abandoned and improperly placed dumps of the same.
- T. **Multifamily Dwelling Collection & Disposal Service** shall mean garbage and trash collection and disposal service for multifamily dwellings utilizing containers other than those described as toters for collection of garbage / trash. These containers, such as dumpsters, roll-offs, compactors, etc., are mechanically emptied by other than toter collection vehicles. The CONTRACTOR shall provide the following collection and disposal services to each customer location - garbage/trash, recycling (at customer option), bulky waste and yard waste. Multifamily dwellings in this service category shall use, but are not limited to, any of the following for the accumulation of garbage/trash:
- 1) Refuse containers as defined in this contract and as modified in the future.
 - 2) Containers emptied by mechanical means.
 - 3) Dumpster containers, provided by the CONTRACTOR, at the CONTRACTOR's expense (*and at no additional cost to the CITY or account holder*), in two (2), four (4), six (6), eight (8) cubic yard capacities, to include ancillary items, such as rollers and dumpster security devices (not enclosures or shoots). Provision, collection, disposal, and servicing are provided in the price per pull.
 - 4) Roll-off containers, provided by the CONTRACTOR, at the CONTRACTOR's expense (*and at no additional cost to the CITY or account holder*), to include ancillary items, such as rollers and security devices on roll-offs (not enclosures or shoots), as approved by the CITY, when permanent-use roll-off service is approved by the CITY, subject to transition from existing customer contracts for existing service. Provision, collection, disposal, and servicing are provided in the price per pull.
 - 5) The CONTRACTOR shall provide containers and collection for temporary-use dumpster and/or roll-off service. This will be an optional service for

customers provided at the same price as the permanent-use roll-offs service. Provision, collection, disposal, and servicing are provided in the price per pull.

- 6) The cost of providing and maintaining CONTRACTOR provided dumpsters, to include gravity locks and rollers as necessary, and roll-offs, shall be part of the collection and disposal costs in the CONTRACTOR unit price rate.
 - 7) Locations, quantities and frequency of pickups, and quantities and sizes of dumpsters and specialty items such as gravity locks and rollers may change from time-to-time at the sole discretion / direction of the CITY.
 - 8) CONTRACTOR shall provide solid waste collection and disposal service for customer provided compactors and dumpsters, subject to transition from existing customer contracts for existing service. Collection and disposal are provided in the unit price per pull.
 - 9) Work shall be done in a sanitary manner. The CONTRACTOR's employees shall immediately pickup any garbage or trash spilled or on the ground in the area.
- U. **Multifamily Recycling Collection** refers to the collection, transportation, and recovery of recyclable materials by the CONTRACTOR from participating multifamily dwelling account locations in the recycling service area.
- V. **Multifamily Dwelling** shall mean any building(s) containing more than two permanent living units such as but not limited to condominiums, townhouse complexes and apartment buildings, which utilize Multifamily Dwelling Container Units such as CONTRACTOR provided dumpsters or customer provided Containers mechanically emptied by other than toter collection vehicles for collection of garbage / trash. Within the duration of this contract the CITY may modify this definition enabling a change of service type to better service the customer and the aesthetic quality of the property. The type, size and number of containers will be determined by the Public Works Director and/or his designated representative.
- W. **No Additional Cost to the CITY, free of charge to the CITY, and/or the CONTRACTOR's Expense** shall mean that the respondent is to consider and include all costs / expenses for all items, equipment, labor, vehicles, maintenance, overhead, services and everything required for servicing the CITY and its customers under this franchise contract within the Proposed Unit Price Rates submitted to the CITY for servicing the CITY's customers. **All services for the CITY shall be at no cost and free of charge to the CITY.**
- X. **Performance Bond** shall mean the form of security accepted by the CITY and furnished by the CONTRACTOR, as a guarantee that the CONTRACTOR will execute the work in accordance with the terms of the contract and will pay all lawful claims.

- Y. **Receptacle** is a general term meaning the container provided to or by the customer that is used by the customer for depositing garbage / trash or recycling and that is emptied by the CONTRACTOR such as a toter, dumpster, compactor, roll-off, etc.
- Z. **Recovered Materials** shall mean metal, paper, glass, plastic, textile, rubber or other materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described are not solid waste.
- AA. **Recyclable Materials** shall mean newspaper, paper, aluminum and metal beverage and food cans, all colors of glass bottles/jars, and plastic bottles/containers, which previously held non-automotive, non-toxic liquid, and such other materials, as mutually agreed by the CONTRACTOR and the CITY, that are recyclable, source separated and co-mingled for single stream recycling collection.
- BB. **Recycling Service Area** shall mean the entire area within the city limits, and as amended from time-to-time as a result of annexations to the CITY.
- CC. **Recycling Collection Service** refers to the collection, transportation, and recovery of recyclable materials by the CONTRACTOR from participating residential toter pickup accounts, small commercial toter pickup accounts (optional participation), unique commercial toter pickup accounts (optional participation) and multifamily dwelling collection accounts, and commercial establishment collection accounts (optional participation) in the recycling service area.
- DD. **Recycling Toters** shall mean the toters purchased and distributed by the CONTRACTOR on behalf of the CITY for the intended use as a receptacle for recyclable materials for Residential and Multifamily Dwelling customers. Small Commercial and Commercial Establish customers may also use Recycling Toters as receptacles for recyclable materials at the customer option. The purchase, provision, maintenance, and replacement of these toters shall be the responsibility of the CONTRACTOR at no additional cost to the CITY.
- EE. **Residential Collection & Disposal Service**, also known as Residential Toter Pickup Service, shall mean garbage and household trash collection and disposal service to one single family dwelling, or one living unit in a duplex or other multifamily dwelling utilizing toter pickup garbage/trash collection service. The CONTRACTOR shall provide the following collection and disposal services to each customer location - garbage/trash, recycling, bulky waste and yard waste. CONTRACTOR shall service the garbage/trash toter(s) and the recycling toter with collection vehicles with hydraulic side-arm (or tipper) that mechanically empties toters.
- FF. **Small Commercial Collection & Disposal Service**, also known as Small Commercial Toter Pickup Service, shall mean garbage and commercial trash collection and disposal service to one small commercial business/office using toters. This will be serviced

similar to Residential Toter Pickup Service customer locations. The CONTRACTOR shall provide the following collection services to each customer location - garbage/trash, recycling, bulky waste and yard waste. Participation by the customer in recycling is optional. CONTRACTOR shall service the garbage/trash toter(s) and the recycling toter with collection vehicles with hydraulic side-arm (or tipper) that mechanically empties toters.

GG. **Solid Waste or Refuse** shall include and mean all garbage, dead animals, vegetative garden and yard waste, bulky wastes, household trash, construction and demolition debris, commercial trash, and abandoned and improperly placed dumps of the same.

HH. **Source Separated** means the recovered materials are separated from solid waste where the recovered materials and solid waste are generated. The term does not require that various types of recovered materials be separated from each other and recognizes de Minimis solid waste, in accordance with industry standards and practices, may be included in the recovered materials.

II. **Special Disability Pull-Out Service.** The CONTRACTOR shall accommodate, at no additional cost to the CITY, special disability pull-out service for handicapped or elderly residents. Elderly residents or those with short-term or long-term physical limitations who are unable to bring their solid waste and recyclables to the curbside collection points. Residents who may have such difficulty putting out their refuse or recyclables may request for special disability pull-out service by providing to the CITY Public Works Department a physician's note, detailing the duration of the disability. Upon the CITY's approval, the resident is notified with the confirmed period of special disability pull-out service. The CONTRACTOR shall collect, within the CITY approved time period, the elderly/disability resident's refuse and recyclables from their side door or designated location in the property. The CONTRACTOR is responsible to refresh side yard identification markers on the pavement once every 3 months.

JJ. **Surety** shall mean the party who is bound with and for the CONTRACTOR to insure the payment of all lawful debts pertaining to and for acceptable contract performance.

KK. **Toter** shall mean:

- 1) A 95-gallon container on wheels with attached lids, main body green in color with a green lid, serviced by collection vehicles with a hydraulic operated side-arm (or tipper) that mechanically collects and empties the container, provided by the CONTRACTOR for garbage/trash collection service at residential and small commercial account locations. *A 64-gallon toter shall be made available for customers needing the smaller container at the customer option.*
- 2) A 95-gallon container on wheels with attached lids, main body green in color with a yellow lid labeled as RECYCLE, serviced by collection vehicles hydraulic operated side-arm (or tipper) that mechanically collects and empties the container, and provided by the CONTRACTOR for recycling collection service at multifamily, small commercial and residential recycling account locations. *A 64-gallon toter shall*

be made available for customers needing the smaller container at the customer option.

- 3) All toters shall have impregnated on each of the main body a CITY logo with CITY Name, as approved by the CITY, and a serial number impregnated on another side of the main body.
 - 4) Toter type/specifications shall be the state of the art in the industry in durability and wall thickness, practicality, customer safety and ease of use, wash-ability, mobility, stability to wind load, resistant to opening and toppling by animals, resistant to rain leakage when closed, having lid handles.
 - 5) Selection of toter manufacturer and type/specifications and markings are subject to CITY approval prior to purchase by the CONTRACTOR.
 - 6) The cost of purchasing, providing, maintaining, and replacing of all toters to customer account locations shall be the responsibility of the CONTRACTOR at no additional cost to the CITY and shall be a part of the collection and disposal costs in the CONTRACTOR unit price rates.
 - 7) All toters with the CITY logo(s) with CITY Name shall automatically become the property of the CITY, at no additional cost to the CITY, on termination of the franchise contract and the CONTRACTOR inventory shall be transported to the CITY location identified by the CITY at no additional cost to the CITY.
 - 8) CONTRACTOR shall collect garbage / trash and recycling materials from toters using collection vehicles having a hydraulic side-arm that mechanically collects and empties toters.
- LL. **Unique Commercial Collection & Disposal Service** shall mean garbage and commercial trash collection and disposal service to one commercial business/office/retail using toter pickup service, wherein its regular solid waste collection volume would normally would place the customer in the Commercial Establishment Service level with a dumpster. However, the customer location cannot safely accommodate a dumpster enclosure and access requirements to service the dumpster. In this case, a combination of Toters' volume collected and the estimated Constant Bulky Waste volume collected and multiplied by the CONTRACTOR price rate per container cubic yard rate to accommodate the normal, regular solid waste collection volume of the customer and to more equitably pay the CONTRACTOR. The CONTRACTOR shall provide the following collection services to each customer location - garbage/trash, recycling (customer option), bulky waste and yard waste.
- MM. **Yard Waste** shall mean every accumulation of vegetative garden and yard trash which is the accumulation of leaves, grass cuttings, shrubbery cuttings, limbs, trunks, palm fronds or other refuse from the care of lawns, gardens, shrubbery, vines and trees, and improper / abandoned dumps of the same,

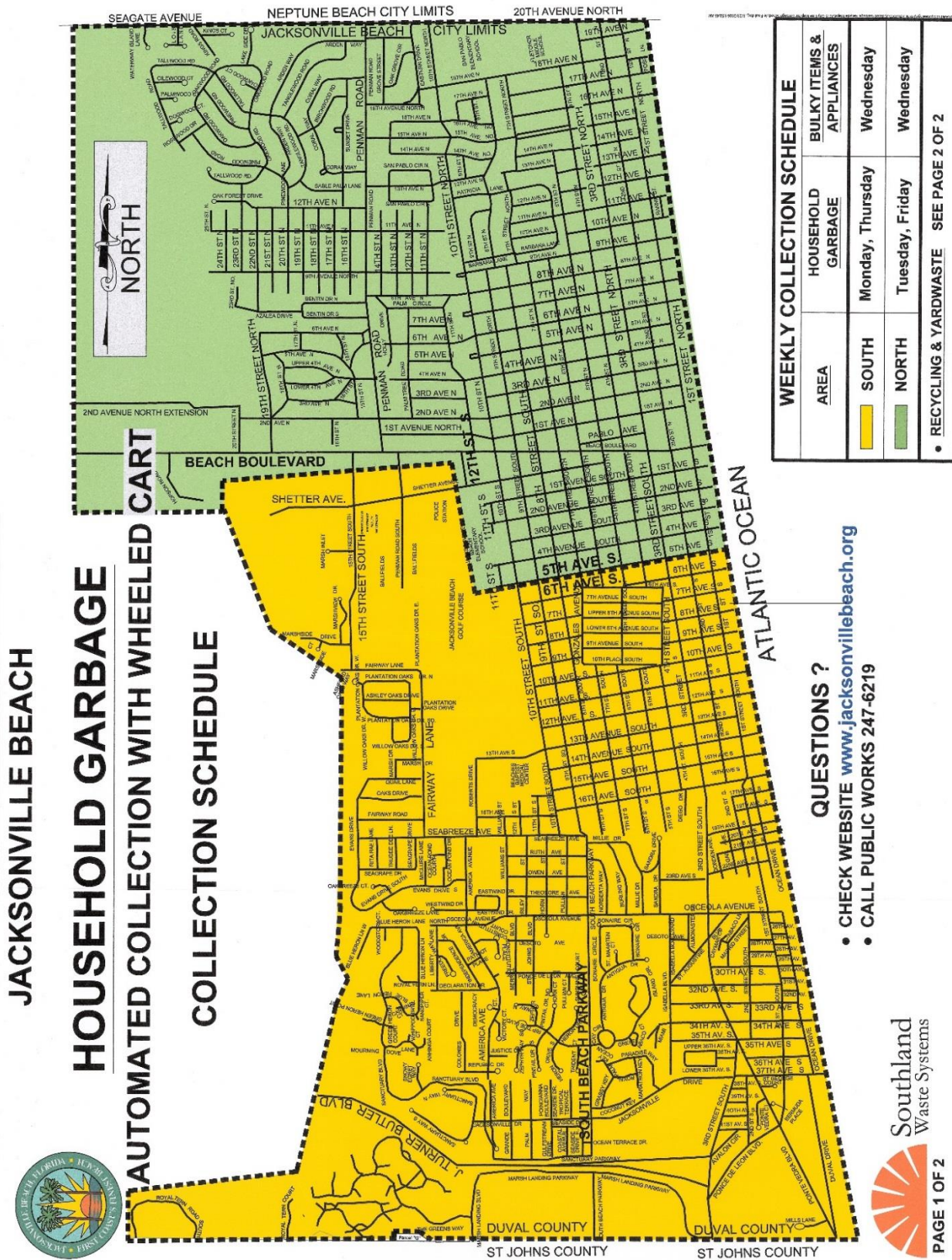
- 1) Includes loose piles of garden and yard trash which shall be collected with pitch forks, brooms and other tools as needed, except for grass clippings, leaves and pine needles which should be containerized. If the grass clippings, leaves and pine needles are not containerized, the CITY requires the CONTRACTOR to pick this up and leave a door hanger or flier for residents on the proper procedures for the containment of yard waste and notification is to be sent to the CITY.
- 2) **Includes Christmas Tree/Wreath Collection Service.** For all Collection & Disposal Service customer categories, the CONTRACTOR shall provide live Christmas tree / live wreath collection service as a part of Yard Waste Collection Service at no additional cost to the CITY or customer. The CONTRACTOR shall provide the CITY with the schedule and coordinating information for this collection sixty (60) days prior to Christmas Day.
- 3) But not including dirt, soil or sod removed in the renovation or rebuilding of lawns and turfs, not including tree limbs, shrubbery cuttings and the like which exceed six (6) inches in diameter and/or five (5) feet in length and not including contractor-generated accumulations of the same *[except where amounts are generally no larger than what the resident(s) could have reasonably generated on their own; CITY retains sole discretion on this determination.]*
- 4) The CONTRACTOR shall inform the customer that items, such as tree limbs, tree trunks, shall be cut in lengths not to exceed five (5) feet, and of no greater than six (6) inches in diameter.
- 5) For yard waste exceeding fifty (50) pounds or diameters greater than six (6) inches, a special pickup may be requested by the customer, and a reasonable service charge may be levied by the CONTRACTOR, subject to notification and agreement, of the customer and the CITY.
- 6) Landscape maintenance contractors are to transport and dispose of generated yard waste from customer locations, and such is considered excluded waste unless the CITY determines on a case-by-case basis that such shall be collected by the CONTRACTOR.

2. OVERVIEW OF EXISTING / CURRENT FRANCHISE CONTRACT SERVICES

- A. The City of Jacksonville Beach has a total land area of 8.06 square miles and has a total population of 21,823 (per U.S. Census Bureau 2013), with a median resident age of 39.8 years. As of July 2016, there are currently within the CITY's city limits an estimated:
 - 1) 8,253 customer locations that receive Garbage/Trash Toter Pickup Service with recycling, bulky waste and yard waste collection services included. Currently forty-five (45) of these customers are authorized special pull-out disability service.
 - 2) 431 customer locations that receive Garbage/Trash Dumpster Collection Service, via front-load collection truck, with bulky waste and yard waste collection services included. Sixty-

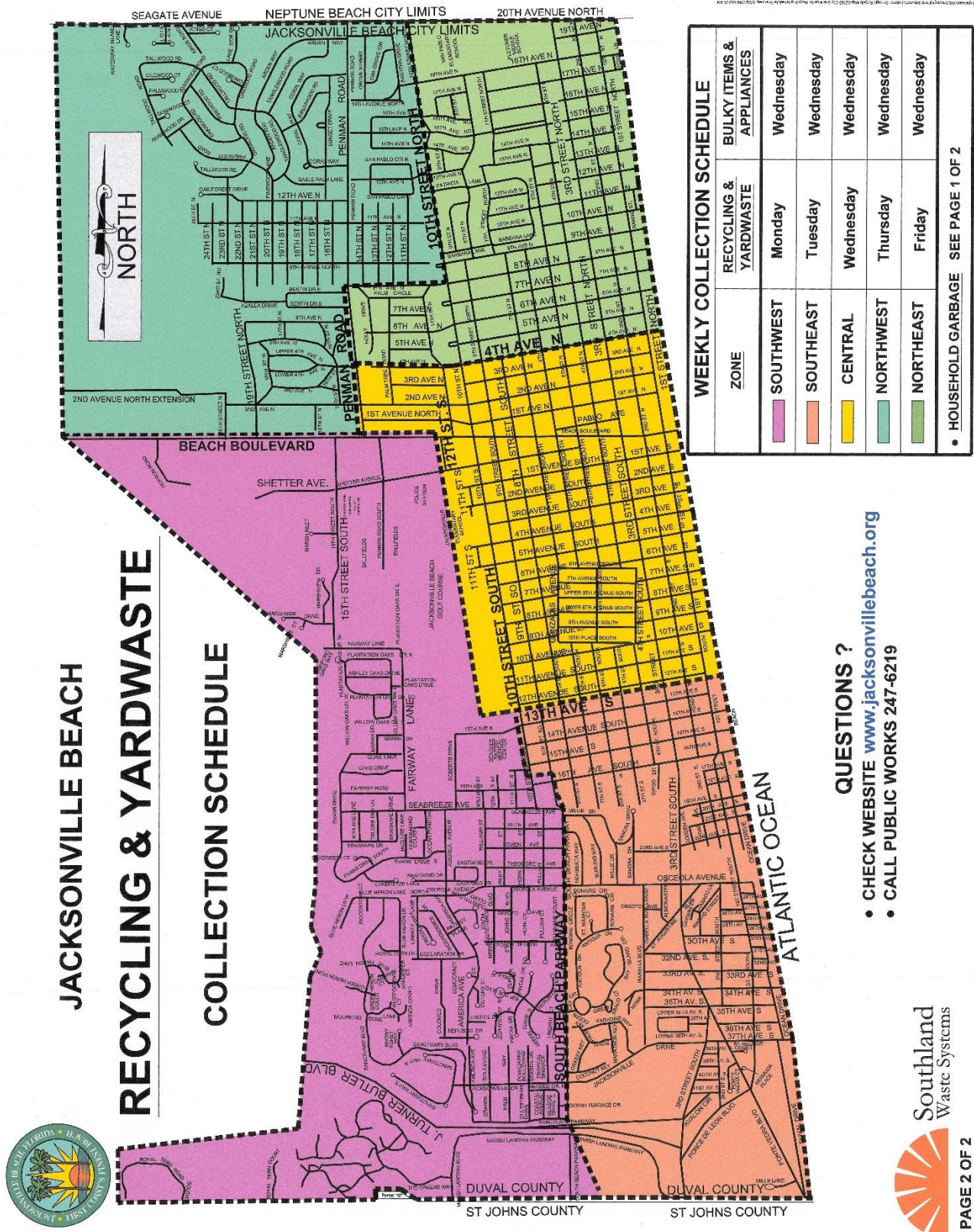
three (63) of these are multifamily dwellings. Thirty-five (35) multifamily dwellings participate in recycling (*currently at no cost to the CITY; free of charge to the customer*) with a total of one hundred ninety-two (192) 95-gallon toters.

- 3) 16 customer locations that receive Garbage/Trash Compactor Collection Service, via roll-off transport collection trucks, with bulky waste and yard waste collection services included.
- B. Existing toter inventory with customers consist of primarily 95-gallon size, and also 64-gallon size issued during initial startup of toter service. Since initial startup, additional toter inventory purchased by franchise contractor has been 95-gallon size. Recycling is single stream, utilizing 19 gallon bins. Customers are authorized up to two (2) toters and two (2) recycling bins.
- C. Existing container inventory during transition: Existing toters and bins with CITY logo emblem remain with customers in coordinated transition to CONTRACTOR franchise. Dumpsters are to be replaced by CONTRACTOR in coordinated transition with ending franchise contractor.
- D. The existing Contractor-CITY Complaint Tracking System is TRAC-EZ, selected and provided by the current contractor.
- E. The collection of solid waste, bulky waste, yard waste and recycling service areas for the CITY are bounded by:
- | North | South | East | West |
|-----------------------|-------------------|--------------------|------------------------|
| City of Neptune Beach | St. John's County | The Atlantic Ocean | Intra-Coastal Waterway |
- F. The existing residential and small commercial Garbage/Trash Toter Pickup Service and the associated Recycling, Bulky Waste and Yard Waste Collection Services are divided into zones as shown in the following two (2) charts:



City of Jacksonville Beach,
Public Works Department
Date: 9/8/2016 published

RFP #: 11-1516
Collection, Disposal of Solid Waste and Recycling Services for
the City of Jacksonville Beach



- G. The following 2015 Jax Beach Tonnage Report summarizes tonnage of garbage/trash and bulky Waste collected at Residential and Small Commercial account locations in CY 2015. It also separates the garbage/trash tonnage into Day 1 and Day 2 weekly pickups.

2015 JAX BEACH TONNAGE REPORT

	Day 1- MSW Monday/Tuesday	Day 2- MSW Thursday/Friday	Bulk/Appliance Wednesday	Total
January	338.12	254.52	163.07	755.71
February	251.54	240.84	180.43	672.81
March	398.15	182.92	245.89	826.96
April	352.48	284.2	180.22	816.9
May	301.35	254.94	109.33	665.62
June	387.56	258.45	160.78	806.79
July	287.65	383.74	175.99	847.38
August	316.7	204.81	135.54	657.05
September	371.92	239.38	181.73	793.03
TOTAL	3005.47	2303.8	1532.98	

- H. The following CITY Tonnage Report summarizes tonnage and volumes collected and disposed from 2011 through 2015.

CITY OF JACKSONVILLE BEACH TONNAGE REPORT					
	2011	2012	2013	2014	2015
SOLID WASTE COLLECTION					
RESIDENTIAL					
House Count (as of December)	7808	7875	7980	8090	8221
Total Tons - Year	8617.64	7998.60	8601.42	8769.36	8936.85
Average Tons per Month	718.14	666.55	716.79	730.78	744.74
Average Stops per Month	65696.17	67784.00	68594.50	69544.00	70590.58
Average lbs. per Stop	21.88	19.67	20.90	21.01	21.10
TOTAL RESIDENTIAL					
Tons	8617.64	7998.6	8601.42	8769.36	8936.85
Cubic Yards	718.136667				
COMMERCIAL					
Commercial - Dumpsters, Front-End Loaders					
Tons - Year	10547	10099	10135	10063	9579
Average Tons per Month	878.92	841.58	844.58	838.58	798.25
Cubic Yards - Year	280940.00	280245.00			290723.00
Average Cubic Yards per Month	23411.67	23353.75			24226.92
Average Pick-Ups Per Month	3913.08	3622.92	3532.83	3635.33	4175.67
Average lbs. per Pick-Up	449.22	464.59	478.04	463.38	433.09
Commercial - Compactors					
Tons - Year	2829.00	2591.00	2506.00	2486.00	2417.00
Average Tons per Month	235.75	215.92	208.83	207.17	201.42
Average Pick-Ups Per Month	49.42	50.75	46.67	49.42	50.75
Average lbs. per Pick-Up	9541.32	8509.03	8999.90	8406.16	8067.00
TOTAL COMMERCIAL					
Tons - Year	13375.98	12690	12641.1	12549.17	11995.84
Cubic Yards - Year	492134.46	280854.33	266711.65	277067.34	291331.91
TOTAL SOLID WASTE COLLECTION					
Tons - Year	21993.62	20688.60	21242.52	21318.53	20932.69
Cubic Yards - Year	492852.60	280854.33	266711.65	277067.34	291331.91
YARD WASTE COLLECTION					
Total Tons - Year	3599.67	3134.37	3695.17	3996.91	3697.05
Average Tons per Month	299.97	261.20	307.93	333.08	308.09
Average Stops per Month	29568.42	33892.17	34297.08	34772.08	35295.25
Average lbs. per Stop	20.40	15.41	17.96	19.16	17.46
RECYCLING					
Total Tons - Year	1081.36	1086.44	1243.55	1206.45	1136.86
Average Tons per Month	90.11	90.54	103.63	100.54	94.74
Average Stops per Month	33581.75	33892.17	34297.08	34772.08	35295.25
Average lbs. per Stop	5.37	5.34	6.04	5.78	5.37

- I. Collection and disposal service for garbage/trash, recycling, and bulky waste for CITY property is provided free of charge. The following charts give an overview of current service.

Garbage / Trash DUMPSTERS				
<u>Location</u>	<u>Address</u>	<u>Dumpster Size</u>	<u>Number Dumpsters</u>	<u>Number Pickups</u> (per week, per dumpster)
Carver Center	738 S. 4 th Avenue	6 Yds	1	6
Community Service Building	850 S. 6 th Avenue	4 Yds	1	6
Golf Course	605 S Penman Rd	8 Yds	1	6
Warren Smith Cemetery	1538 N. 2 nd Avenue	8 Yds	1	6
Operations & Maintenance	1460 A Shetter Avenue	8 Yds	1	6
		4 Yds	6	6
Police Department	101 S. Penman Rd	8 Yds	1	6
Pollution Control Plant	910 S. 10 th Street	3 Yds	2	3
Wingate Ball Field	355 S. Penman Road	8 Yds	2	6

Garbage / Trash ROLL-OFFs			
<u>Location</u>	<u>Address</u>	<u>No. of Roll-offs</u>	<u>Average Number Pickups</u> (per month, per roll-off)
Public Works Department	1460 Shetter Ave	1	2
Beaches Energy Services	1460 Shetter Ave	2	3
Golf Course Maintenance Facility	605 S Penman Rd	1	2
Old City Yard	1005 S. 8 th Avenue	1	2
BES Sub-Station	4400 South Beach Parkway	1	2

Garbage / Trash and Recycling TOTERs (95-gallon)			
<u>Facility Locations</u>	<u>Address</u>	<u>Number Garbage</u>	<u>Number Recycle</u>
Fire Department	325 S. 2 nd Avenue	5	0
Fire Department	2500 South Bch Pkwy	2	0
City Hall	11 N. 3 rd Street	0	0
Water Plant 1	337 S. 1 st Avenue	0	0
Water Plant 2	1050 Osceola Avenue	0	0
Police Department	101 S. Penman Rd	0	6 (19-gal bins)
Parks & Recreation	2505 South Bch Pkwy	8	0
Operations & Maintenance	1460 Shetter Avenue	0	7
Bathrooms - Oceanfront	N. 2 nd Avenue	2	0
	N. 5 th Avenue	4	0
	S. 6 th Avenue	2	0
BES SCADA	1111 S. 5 th Avenue	4	0
Tennis Courts	218 S. 16 th Avenue	2	0
The Pollution Control Plant	910 S. 10 th Street	0	0

3. SCOPE OF WORK:

A. OVERVIEW of Solid Waste and Recycling Collection & Disposal Services to be Contracted by the CITY

CITY Customer Type Collection & Disposal Service	TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICE			
	GARBAGE / TRASH (containerized)	RECYCLING (containerized)	BULKY WASTE (not containerized)	YARD WASTE (not containerized)
	TYPE RECEPTACLE AT CUSTOMER LOCATION / TYPE CONTRACTOR COLLECTION VEHICLE			
• Residential	Toter(s) / Mechanical Pickup (exclusive franchise)	Toter(s) / Mechanical Pickup (exclusive franchise)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)
• Small Commercial and • Unique Commercial	Toter(s) / Mechanical Pickup (exclusive franchise)	Toter(s) / Mechanical Pickup (nonexclusive franchise)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)
• Multifamily Dwelling	Dumpster(s) [or Customer provided Container(s)] / Mechanical Pickup (exclusive franchise)	Toter(s) [or Dumpster(s)] / Mechanical Pickup (exclusive franchise)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)
• Commercial Establishment	Dumpster(s) [or Customer provided Container(s)] / Mechanical Pickup (exclusive franchise)	Toter(s) [or Dumpster(s)] / Mechanical Pickup (nonexclusive franchise)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)

B. **ALTERNATE Combinations of Possible Franchise Contracted Collection / Disposal Frequency for Residential, Small Commercial and Unique Commercial Customer Locations**

CITY Customer Type Collection & Disposal Service	TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICE			
	GARBAGE / TRASH (containerized)	RECYCLING (containerized)	BULKY WASTE (not containerized)	YARD WASTE (not containerized)
	TYPE RECEPTACLE AT CUSTOMER LOCATION / TYPE CONTRACTOR COLLECTION VEHICLE			
• Residential	Toter / Mechanical Pickup (exclusive franchise)	Toter / Mechanical Pickup (exclusive franchise)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)
• Small Commercial and • Unique Commercial	Toter / Mechanical Pickup (exclusive franchise)	Toter / Mechanical Pickup (nonexclusive franchise, open market)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)
ALTERNATE Combinations for Respondent Price Proposals	POSSIBLE CONTRACTED COLLECTION FREQUENCY			
A (current)	Twice per week	Once per week	Once per week	Once per week
B	Twice per week	Once bi-weekly	Once per week	Once per week
C	Once per week	Once per week	Once per week	Once per week
D	Once per week	Once bi-weekly	Once per week	Once per week
Respondent Optional Alternate	TBD	TBD	TBD	TBD

- 1) The CONTRACTOR shall collect and properly dispose of **Garbage / Trash, Recycling, Bulky Waste** and **Yard Waste** as shown above:
 - a) At the **weekly frequency** as determined by the CITY;
 - b) On the **scheduled days by zones** as approved by the CITY, with schedules for each type collection **spread over every work day of the week** (Monday, Tuesday, Wednesday, Thursday and Friday) so that misses can be serviced quickly;

- c) Using the **type collection vehicle(s)** noted above;
 - d) During the CITY **Authorized Hours of Collection**;
 - e) From the **Curbside Collection Point** of each customer location and at the **Designated Point** at each **Special Disability Pull-Out Service** customer location.
- 2) The CONTRACTOR shall purchase, provide, maintain and replace as necessary for each customer location, **at no additional cost to the CITY**:
 - a) Up to two (2) each **Garbage/Trash Toters**.
 - b) One (1) each **Recycling Toter**.
 - 3) The CONTRACTOR shall make collections with a minimum of noise and disturbance to the customers. The receptacles shall be handled carefully by the CONTRACTOR, and shall be thoroughly emptied, and left in an upright position where they are found at the collection point, not in the middle of or blocking the driveway. This work shall be done in a sanitary manner. The CONTRACTOR's employees shall immediately pickup any spilled garbage / trash, loose yard waste / bulky waste, and/or spilled recycling in the area.
 - 4) It shall be the responsibility of the garbage/trash route driver to note **Bulky Waste** items that are set out, and immediately radio information to the CONTRACTOR's dispatcher, customer service representative, and/or field supervisor. Dispatcher, customer service representative, and/or field supervisor shall transcribe these items into the CONTRACTOR-CITY Complaint Tracking Database. If the bulky waste item is missed, and not picked up on the scheduled day of the week, the CONTRACTOR shall have forty-eight (48) hours from placement to pickup.
 - 5) **Unique Commercial Collection & Disposal Service.** The regular solid waste collection volume of some commercial customers normally would place them in the Commercial Establishment Service level with a dumpster. However, their customer locations cannot safely accommodate a dumpster enclosure and access requirements. Thus, a combination of Toters' volume collected and the estimated Constant Bulky Waste volume collected is used to accommodate the normal, regular solid waste collection volume of the customer and to more equitably pay the CONTRACTOR.
 - 6) CONTRACTOR shall collect improperly placed and abandoned dumps of each type of solid waste / recycling collection during the weekly schedules by zones at no additional cost to the CITY.
 - 7) Small Commercial and Unique Commercial Recycling Services is a **nonexclusive part of the franchise contract** and the commercial customer may use the **open market** for recycling collection services.
 - 8) The monthly payment for these services to the CONTRACTOR is summarized in Sub-Section 11, SCHEDULE OF PAYMENTS.
 - 9) **Respondent Optional Alternate(s).** Respondent should clearly explain how respondent alternate differs from CITY scope to include, but not limited to, type collection vehicles, containers provided to customers, frequency of collections, personnel, value-added, etc.

C. **ALTERNATE Combinations of Possible Franchise Contracted Collection / Disposal Frequency for Multifamily Dwelling and Commercial Establishment Customer Locations**

CITY Customer Type Collection & Disposal Service	TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICES			
	GARBAGE / TRASH (containerized)	RECYCLING (containerized)	BULKY WASTE (not containerized)	YARD WASTE (not containerized)
	TYPE RECEPTACLE AT CUSTOMER LOCATION / TYPE CONTRACTOR COLLECTION VEHICLE			
• Multifamily Dwelling	Dumpster(s) [or Customer provided Container(s)] / Mechanical Pickup (exclusive franchise)	Toter(s) [or Dumpster(s)] / Mechanical Pickup (exclusive franchise)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)
• Commercial Establishment	Dumpster(s) [or Customer provided Container(s)] / Mechanical Pickup (exclusive franchise)	Toter(s) [or Dumpster(s)] / Mechanical Pickup (nonexclusive franchise, open market)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)	Ground / Hand and/or Mechanical Pickup (exclusive franchise)
ALTERNATE Combinations for Respondent Price Proposals	POSSIBLE CONTRACTED COLLECTION FREQUENCY			
A (current)	Customer/CITY decision (size dumpster / weekly frequency)	Once per week	Once per week	Once per week
B	Customer/CITY decision (size dumpster / weekly frequency)	Once bi-weekly	Once per week	Once per week
C	Customer/CITY decision (size dumpster / weekly frequency)	Once per week	Once per week	Once per week
D	Customer/CITY decision (size dumpster / weekly frequency)	Once bi-weekly	Once per week	Once per week
Respondent Optional Alternate	Customer/CITY decision (size dumpster / weekly frequency)	TBD	TBD	TBD

- 1) The CONTRACTOR shall collect and properly dispose of **Garbage / Trash** from **Dumpster(s)** or **Customer provided Container(s)** as shown above:
 - a) At the **weekly frequency** and **scheduled days** by customer location as decided by each Customer and the CITY, which can change from time-to-time;
 - b) With schedules for collection as approved by the CITY, spread over seven (7) days of the week (Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday) so that misses can be serviced quickly; scheduling Sunday collection service will be by special need requested by the customer and approved by the CITY.
 - c) Using the type collection vehicle(s) noted above;
 - d) During the CITY **Authorized Hours of Collection**;
 - e) From the **Dumpster(s) / Container(s) Location** at each customer location;
- 2) The CONTRACTOR shall purchase, provide, maintain and replace as necessary for each customer location Garbage / Trash Dumpsters (in varying sizes of 2, 4, 6 and/or 8 cubic yards and in varying quantities at the request of the customer with CITY approval), **at no additional cost to the CITY**.
- 3) The CONTRACTOR shall collect and properly dispose of **Bulky Waste** and **Yard Waste** as shown above:
 - a) At the **weekly frequency** as determined by the CITY;
 - b) On the scheduled days as approved by the CITY, with schedules for each type collection spread over every work day of the week (Monday, Tuesday, Wednesday, Thursday and Friday) so that misses can be serviced quickly;
 - c) Using the type collection vehicle(s) noted above;
 - d) During the CITY **Authorized Hours of Collection**;
 - e) From the **Dumpster(s) / Container(s) Location** at each customer location.
- 4) The CONTRACTOR shall collect and properly dispose of **Recycling** as shown above:
 - a) At the **weekly frequency** as determined by the CITY;
 - b) On the **scheduled days** as approved by the CITY, with schedules for recycling collection spread over every work day of the week (Monday, Tuesday, Wednesday, Thursday and Friday) so that misses can be serviced quickly;
 - c) Using the type collection vehicle(s) noted above;
 - d) During the CITY **Authorized Hours of Collection**;
 - e) Transporting from the **Recycling Toter(s) [or Dumpster(s)] Location** at each customer location and return the toters to that location after mechanically emptying.
- 5) The CONTRACTOR shall purchase, provide, maintain and replace as necessary for each customer location **Recycling Toters** (or **Recycling Dumpsters** at the customer request with CITY approval), which number shall vary by customer location and CITY approval, **at no additional cost to the CITY**.
- 6) It shall be the responsibility of the Garbage / Trash collection driver to note **Bulky Waste** and **Yard Waste** that are set out at / near the Dumpster(s) / Container(s) Location at each customer location, and immediately radio this information to the CONTRACTOR's dispatcher, customer service representative, and/or field supervisor. Dispatcher, customer service representative, and/or field supervisor shall transcribe these items into the

CONTRACTOR-CITY Complaint Tracking Database. If the Bulky Waste items or Yard Waste is missed, and not picked up on the scheduled day of the week, the CONTRACTOR shall have forty-eight (48) hours from placement to pickup.

- 7) The CONTRACTOR shall make collections with a minimum of noise and disturbance to the customers. The receptacles shall be handled carefully by the CONTRACTOR, and shall be thoroughly emptied, and left in an upright position with the lids closed where they are found at the collection point. This work shall be done in a sanitary manner. The CONTRACTOR's employees shall immediately pickup any garbage / trash spilled, loose yard waste / bulky waste, and/or spilled recycling and any located on the ground in the area.
- 8) The CONTRACTOR is responsible for closing and securing container doors and locking enclosure doors or gates of all customers.
- 9) CONTRACTOR shall collect improperly placed and abandoned dumps of each type of solid waste / recycling collection shown above during the weekly schedules by zones at no additional cost to the CITY.
- 10) Commercial Establishment Recycling Services is a **nonexclusive part of the franchise contract** and the commercial customer may use the **open market** for recycling collection services.
- 11) The monthly payment for these services to the CONTRACTOR is summarized in Sub-Section 11, SCHEDULE OF PAYMENTS.
- 12) **Respondent Optional Alternate(s).** Respondent should clearly explain how respondent alternate differs from CITY scope to include, but not limited to, type collection vehicles, containers provided to customers, frequency of collections, personnel, value-added, etc.

D. Garbage / Trash, Recycling, Bulky Waste and Yard Waste Collection for Parks, Picnic Areas, Seawalk, Rights-of-Way, and all other Property Owned, Leased, Rented or Controlled by the CITY and all Free of Charge to the CITY

- 1) The CONTRACTOR shall empty all refuse receptacles used by the general public and the CITY in any of the following areas: municipal buildings / facilities / plants, parks, picnic areas, seawalk, and all other property owned, leased, rented and/or controlled by the CITY, unless decided otherwise on a case-by-case basis at the sole discretion of the CITY. The collection schedule, quantities, and locations may be amended at any time, upon the sole discretion of the CITY.
- 2) At CITY locations, the CONTRACTOR shall collect and properly dispose of **Garbage / Trash, Recycling, Bulky Waste and Yard Waste** in the manner detailed above in Sub-Sections B and C:
 - a) At the **weekly frequency** as determined by the CITY for collecting of same for the CITY's customers;
 - b) On the **scheduled days** as approved by the CITY, with schedules spread over every day of the week (Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday) so

- that misses can be serviced quickly; scheduling Sunday collection service will be by special need requested by the customer and approved by the CITY;
- c) Using the type collection vehicle(s) noted above in Sections B and C;
 - d) During the **CITY Authorized Hours of Collection**;
 - e) From the Collection Point at each CITY location designated by the CITY.
- 3) The frequency and collection schedule may be amended from time-to-time, to service any special events held at the CITY facility.
 - 4) CONTRACTOR shall provide all these collection and disposal services for CITY locations **free of charge to the CITY**, including purchase, provision, maintenance and replacement of dumpsters, roll-offs, toters and all other receptacles.
 - 5) The CONTRACTOR shall, after notification by the CITY or the CITY's Police Department, pickup dead fowl, reptiles, and all dead animals, from public rights-of-way, playgrounds, parks, and all CITY-owned or rented property, **at no additional cost to the CITY**
 - 6) The CONTRACTOR shall be responsible for the collection and proper disposal of all **used tires** improperly deposited (abandoned) on CITY rights-of-way and used tires collected at the Public Works Complex at the CITY's Operations and Maintenance Facility, as well as tires at all customer locations within the city limits, **at no additional cost to the CITY**.
 - 7) The CONTRACTOR shall collect and properly dispose of all observed **improperly placed and abandoned dumps** of solid waste, including, garbage / trash, recycling, bulky waste, yard waste, construction and demolition debris, tires, and any other improperly placed or abandoned refuse waste of any kind. The abandoned dumps shall be picked up by the route collection driver, when observed on the route by the driver and/or the field supervisor, without any additional instructions from the CITY. The CITY may also identify illegal dumping and notify the CONTRACTOR. The CONTRACTOR shall pickup and properly dispose of the illegally dumped wastes **at no additional cost to the CITY**.

At no additional cost to the CITY, the CONTRACTOR shall provide the CITY once a week a dedicated garbage/trash collection vehicle with driver and supervisor for collection of improperly placed and abandoned dumps, and other collections as determined necessary by the CITY. The CITY, at its sole discretion, may choose to not utilize this resource.

CONTRACTOR shall collect garbage/trash and yard waste from normal maintenance of vacant lots in the same manner and amounts as the garbage/trash and yard waste collection for service locations that receive residential and small commercial collection and disposal services.

4. MISCELLANEOUS PROVISIONS

A. Disposal of CONTRACTOR Collected Garbage / Trash, Recycling, Bulky Waste and Yard Waste

- 1) **Garbage / Trash, Bulky Waste and Yard Waste** collected by the CONTRACTOR is suggested to be hauled to the appropriate disposal facilities owned and operated by the City of Jacksonville (Duval County). **The CITY shall not be responsible for disposal fees** charged by the County or other disposal operator for the CONTRACTOR to use the facility. (Currently, the City of Jacksonville does not charge tipping fees to the City of Jacksonville Beach.)
- 2) In the future, if the City of Jacksonville (Duval County) imposes a tipping fee for disposing of Garbage / Trash, Recycling, Bulky Waste and/or Yard Waste collected for the CITY within the city limits, the CONTRACTOR may at that time apply to the CITY for a rate adjustment to cover those disposal fees only, which will not be unreasonably withheld by the CITY. This rate adjustment is required to be mutually agreed between the CONTRACTOR and the CITY prior to disposal of the refuse.
- 3) Pathological, hazardous, and any other dangerous waste, as determined by the CITY, shall not be collected and hauled to the disposal facility. The occupants or owners of the establishments are responsible for making arrangements to dispose of such pathological and hazardous wastes in a safe manner, in compliance with County and State rules and regulations.
- 4) Industrial wastes and accumulation of debris from construction, demolition or rebuilding of structures, because of their volume and nature, shall not be collected and hauled along with ordinary solid waste and refuse to the disposal facility. Construction contractors are responsible to remove any accumulated industrial waste and debris, using their own or their licensed haulers' trucks and labor.

B. Recovery of CONTRACTOR Collected Recyclable Materials

- 1) Recyclable materials collected by the CONTRACTOR shall be transported and disposed at the designated licensed recovery facility, or to an end-market for sale or reuse, or to an intermediate collection center for later delivery to the recovery facility or end-market. The CONTRACTOR and the CITY may coordinate in developing markets for recyclable materials. The CONTRACTOR may market the recyclable materials through local business operations in Duval County or other nearby counties, with considerations of best availability, capacity and market prices. The CONTRACTOR shall be responsible for the disposal of collected recyclables (that are not marketed or sold) to the County landfill, and shall not charge the CITY for the volume disposed.
- 2) The CONTRACTOR shall assure the CITY that adequate recyclable material processing capacity shall be provided for recyclable materials collected in the CITY. It is the CONTRACTOR's responsibility to provide to the CITY the location of the designated licensed recyclables processing facility. The CITY shall be notified ninety (90) days in advance of any changes in the plans for receiving and processing of recyclable materials collected within the city limits.

- 3) The CONTRACTOR shall account for all revenues generated through recycling and report all such revenues by purchaser to the CITY on an annual basis. The CONTRACTOR shall retain all revenues from the sale of recyclable materials. The CONTRACTOR shall provide the CITY with accounting records from the recyclable purchasers when requested by the CITY.
- 4) The CITY views recycling as an important way towards reducing overall waste output. The CONTRACTOR may propose innovative methods, such as community recycling rewards programs, to increase the amount of recyclable materials collected.

C. Schedules and Routes

- 1) The CONTRACTOR shall develop routes and schedules with maps, and obtain CITY approval prior to the initial implementation and/or any proposed changes to the current schedules. The CONTRACTOR is responsible for proactively publicizing the routes and schedules to all customers prior to the start of any change of routes and schedules, to the satisfaction of the CITY.
- 2) The CONTRACTOR is to develop routes and schedules in such a manner that garbage/trash, recycling, bulky waste and yard waste are collected somewhere within the CITY limits every work day of each week for residential and commercial customers so that CONTRACTOR resources are immediately available to attend to and quickly cure missed pickups and other service complaints by customers.
- 3) The CITY reserves the right to deny the CONTRACTOR's standard collection vehicles' access to certain streets, alleys and public ways, inside the city or outside the city in route to the disposal facilities, where it is in the best interest of the general public, due to, but not limited to conditions of streets or bridges. The CONTRACTOR shall provide collection vehicles that accommodate any such limitations, and shall meet the requirements of the CITY. The CONTRACTOR shall not interrupt the regular schedule and quality of service because of any street closures or limitations.
- 4) At various times during the year, the volume of refuse to be collected and disposed of may materially increase due to higher amounts of yard waste. Any such additional workload shall not be considered adequate justification for failure of the CONTRACTOR to maintain the required collection schedules and routes, and the quality of service.
- 5) Individual route starting times and succession of pickup shall remain constant so as to promote and achieve regularity of service. All route and/or schedule changes shall be subject to CITY approval. The CITY's decision on the schedules and/or changes shall be final.
- 6) The CITY may modify, extend or suspend schedules in the event of natural disaster, health hazard or any other state of emergency requiring such action, and construction projects within the city limits.

- 7) Customers shall be notified by the CONTRACTOR (and/or the CITY at the CITY's discretion) of the schedules and schedule changes. Customers shall receive reasonable notification of the collection schedules, prior to the observance of the holidays.

D. Special Disability Pull-Out Service

- 1) The CONTRACTOR shall accommodate, **at no additional cost to the CITY**, special disability pull-out service for handicapped and/or elderly residents.
- 2) Elderly residents or those with short-term or long-term physical limitations who are unable to bring or have difficulty bringing their solid waste, yard waste and recyclables to the household curbside collection points may request for special disability pull-out service by providing to the CITY Public Works Department a physician's note, detailing the reason for and the duration of the pull-out service. Upon the CITY's approval, the resident is notified with the confirmed period of special disability pull-out service.
- 3) The CONTRACTOR shall collect, within the CITY approved time period, the handicapped resident's refuse and recyclables from their side door or designated location in the property. The CONTRACTOR shall be responsible to bring the toter(s) to the curb for dumping and then return them to their original placement.
- 4) There are presently forty-five (45) customers citywide who are unable to place their toter(s) at the curbside collection point. The CITY will certify this list annually and reserves the right to increase or decrease these numbers as may be required at any time at no additional cost to the CITY.
- 5) The CONTRACTOR shall be responsible to refresh the side yard identification markers on the pavement / curb once every three (3) months.

E. Compliance with Laws and Regulations

- 1) The CONTRACTOR agrees to abide by all applicable federal, state, county and CITY laws and regulations. The CONTRACTOR and his surety indemnify and save harmless the CITY, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or other decree whether by the CONTRACTOR, its employees or its subcontractor(s). This clause shall apply not only during the term of this Agreement or extension thereof, but also as to any claim, liability or damages which are based on the CONTRACTOR's conduct during the term of this Agreement or extension thereof and in the event the CITY is charged with responsibility, jointly or severally, for the aforementioned conduct as a successor to the CONTRACTOR.
- 2) Amendments. The CITY shall have the right to amend this Agreement from time-to-time as necessary to comply with federal, state, county and local laws and regulations, as amended from time-to-time. Also, notwithstanding any provisions to the contrary contained herein, this Agreement may be amended with a mutual written consent of both parties.

- 3) City Ordinances. Nothing contained in any ordinance of the CITY now in effect, hereafter adopted, pertaining to the collection and disposal of garbage/trash, recycling, bulky waste and yard waste shall in any way be construed by the CONTRACTOR or anyone else, other than the CITY, to affect, change or modify or otherwise alter the duties, responsibilities and operation of the CONTRACTOR in the performance of the terms of this contract. It is the intention hereof that the CONTRACTOR be required to perform strictly the terms of this Agreement, regardless of the effect or interpretation of any municipal ordinances which in any way relate to garbage/trash, recycling, bulky waste and yard waste, unless it is any interpretation made by the CITY.

F. Disaster Services

- 1) The CONTRACTOR shall have a disaster response plan for removal and disposal of excessive amounts of debris or refuse accumulated in the event of a storm of catastrophic proportions, any natural calamity, riot or any severe domestic disturbance. The CONTRACTOR shall have, at all times, written agreements with a subcontractor to supplement the collection, hauling and disposal of such wastes, in the event that the CONTRACTOR's resources are insufficient to effect a timely clean-up. Such agreement shall contain operational details and the add-on unit pricing for collection, hauling, and disposal cost. The subcontractor agreement shall be reviewed and approved by the CITY.
- 2) In the event of a disaster, the CITY and the CONTRACTOR shall meet and coordinate expeditiously to formulate and agree upon the specific clean-up plan.
- 3) In the event of a disaster or a severe domestic disturbance, the CITY shall have the option to utilize any combination of the CONTRACTOR's services, the CONTRACTOR's subcontractors, the CITY's own contractors, or any adjacent municipal or County forces provided through mutual aid.
- 4) In the event of a disaster such as a hurricane, the CONTRACTOR will be expected to continue with collection services and closely coordinate with the CITY when to cease operations within the CITY's city limits. Currently, the CITY Disaster Plan calls for the CONTRACTOR to resume and continue the collection schedule as soon as safely possible.

G. Force Majeure

The performance of any act by the CITY or CONTRACTOR hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, in the event the CONTRACTOR is delayed or suspended in its performance due to a condition of force majeure, the CITY shall have the right to provide substitute service from third party contractors or CITY forces and in such event the CITY shall withhold payment due CONTRACTOR for such period of time in which service is not provided by the CONTRACTOR. If the condition of force majeure exceeds a period of 14 days, the CITY may at its option and discretion, cancel or renegotiate this Agreement.

H. Customer Service

The CONTRACTOR shall maintain a high quality of service by working to keep service complaints to a minimum. Toward this objective, the CONTRACTOR shall provide the following **at no additional cost to the CITY**.

- 1) The CONTRACTOR shall maintain an office facility within the Duval County limits, equipped with a **dedicated toll free number** for **CITY customers only** (only Jacksonville Beach customers receiving Residential, Multifamily, Small Commercial, Unique Commercial and/or Commercial Establishment collection and disposal services from the CONTRACTOR), responsible person in-charge, and sufficient staff during the hours of operation of 7:00am to 7:00pm. The CONTRACTOR shall have, at all times during the work hours, a competent supervisor for residential and commercial, authorized to receive information and act accordingly to handle any complaints.
- 2) The CITY's authorized representative(s) shall have direct contact access, direct work phone number, cell phone number, email and texting capability directly with (not automated voice mail, etc.) to the CITY's assigned Customer Resource Supervisor for both residential and commercial, at any time to address residential and commercial services concerns from customers.
- 3) The CONTRACTOR shall record all complaints in a CONTRACTOR-CITY Complaint Tracking Database, developed, maintained and tracked by the CONTRACTOR, **at no additional cost to the CITY**, with the format and functionality approved by the CITY. The CONTRACTOR shall propose a web-based platform for customers to directly submit complaints, concerns, service misses, and questions regarding their collections, with a link on the CITY website if at all possible. Implementation shall be subject to the approval of the CITY.
- 4) The CONTRACTOR's dispatcher, customer service representative, and/or field supervisor(s) shall transcribe/confirm all phoned, emailed or website customer complaints/concerns/questions into the CONTRACTOR-CITY Complaint Tracking Database and close same items in the complaint tracking database with explanation of the satisfactory resolution. **The CONTRACTOR shall provide the CITY a weekly report detailing this information.**
- 5) All complaints shall be addressed within 24-hours of notification. The CONTRACTOR shall be responsible for corrective actions and shall answer all complaints courteously and promptly.
- 6) Complaints not resolved by the CONTRACTOR shall be forwarded to the CITY's Designated Representative, who shall have the authority to make a final decision for the resolution of the issue.
- 7) The CONTRACTOR shall pickup all missed collection by 7:00pm on the same day, when given notice before 3:00pm. The CONTRACTOR shall pickup all missed collection by 12:00 noon the following day, when given notice between 3:00pm and 7:00pm.

- 8) For each month in which the number of legitimate complaints reaches twenty (20) or more, whether resolved timely or not, whether for garbage, recycling, bulky waste, yard waste, or any other issue, the CITY shall claim liquidated damages. Each complaint shall be considered legitimate, unless satisfactory disposition of the claim is provided. The decision of the CITY shall be final.

I. **City to Be Final Determination**

To prevent misunderstanding and any litigation, the CITY, shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, location of and the applicable interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the CONTRACTOR; and the CITY will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the CITY and the CONTRACTOR. The CITY shall make such explanation as may be necessary to complete, explain or make definite the provisions of this contract; and its findings and conclusions shall be final and binding upon both parties.

J. **Public Notices and Education Services**

- 1) The CONTRACTOR shall partner with the CITY in developing and implementing public education and community outreach programs. The public education program shall emphasize recycling and waste reduction. The CONTRACTOR shall coordinate with the CITY in the messaging, publication, and dissemination of such information. The CITY shall retain final approval of all program materials. The CONTRACTOR shall be responsible for all expenses associated with the notices and education services required herein and provide the same **at no additional cost to the CITY.**
- 2) The CONTRACTOR further agrees to conduct presentations for civic groups, homeowner associations and other appropriate citizen's groups as deemed appropriate.
- 3) The CONTRACTOR shall provide public education materials about recycling and services on a not less than yearly basis. The education materials shall include, but not limited to, acceptable recyclable materials, collection schedules, and specifications for acceptable yard trimmings and waste.
- 4) The CONTRACTOR shall provide the following notices and educational services to help inform the public about the CITY's Solid Waste management system. The CONTRACTOR shall be responsible for all expenses associated with the notices and educational services required herein.
 - a) **Notice for Commencement of Service**

At least sixty (60) calendar days before the coordinated Commencement / Transition Start Date, the CONTRACTOR shall design, print, and deliver a notice to each customer (Residential, Small Commercial, Unique Commercial, Multifamily Dwelling and

Commercial Establishment) concerning the CONTRACTOR's Collection and Disposal Services.

A 2nd Notice shall be provided to Residential, Small Commercial and Unique customers approximately two (2) weeks before the Commencement / Transition Start Date.

A 3rd notice is to be provided to Residential, Small Commercial and Unique customers approximately one (1) week before the Commencement / Transition Start Date.

The 2nd or 3rd notice should include a refrigerator magnet with the weekly/bi-weekly pickup schedule for each customer.

The notices are to be delivered by the U.S. Postal Service, hand-delivered via door hangers. At a minimum, the notice to Residential and Small Commercial Customers shall:

- i. identify each of the Scheduled Collection Days for the Customer receiving the notice.
- ii. Summarize the applicable Set Out requirements, include other educational and promotional information coordinated between the CONTRACTOR and the CITY. The notice also may provide any other relevant information concerning the CONTRACTOR's services.
- iii. The CITY shall retain final approval of all program materials prior to printing and/or distribution.

b) Annual Notice to Customers

The CONTRACTOR shall design, print, and mail or deliver an annual notice to all Residential, Small Commercial and Unique Commercial customers within the Service Area. The notice shall include the same basic information provided for in the Notice for Commencement of Service pursuant to **Sub-Section 4.J.4)a)** above, but shall be updated as necessary. The CONTRACTOR shall provide the annual notice on the annual anniversary of the contract.

c) Notices for New Customers

The CONTRACTOR shall design, and print upon the CITY's approval and mail or deliver appropriate informational materials for each New Customer. At a minimum, the notice shall include the same information that is contained in the annual notice pursuant to **Sub-Section 4.J.4)b)**.

d) Notices Concerning Changes in Collection Schedules

The CONTRACTOR shall design, print, and deliver a notice to each Customer that will be affected by a change in the Scheduled Collection Days. An electronic (digital) copy of the draft notice shall be submitted to the CITY for review and approval at least three

(3) weeks prior to the printing and delivery of the notice. The approved notice shall be delivered to the affected Customers before the CONTRACTOR changes its Scheduled Collection Days. Notice shall be provided twice to Residential Customers that receive Collection Service at Curbside. Such Customers shall receive notice approximately two (2) weeks prior to the change and then they shall receive notice again approximately one (1) week prior to the change. The CITY's decision on schedules, or changes thereof, shall be final.

e) Notices for Holidays

In accordance with the procedure in **Sub-Section 4.J.4)a)**, the CONTRACTOR shall provide notice to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday.

K. Holidays

When the CITY observed Thanksgiving, Christmas or New Years Day falls on a regularly scheduled collection day, the CONTRACTOR shall collect all solid waste on the holiday or the following day, excluding Sunday, unless the CITY approves a different collection scheduled at its sole discretion. When any other CITY holiday falls on a regularly scheduled collection day, the CONTRACTOR shall collect on the regularly scheduled collection day.

L. Records and Reporting

The CONTRACTOR shall provide the CITY with ad hoc, weekly, monthly, and annual reports.

- 1) Weekly reports shall be submitted to the CITY on CONTRACTOR customer service about customer complaints/concerns/questions and their resolution by the CONTRACTOR.
- 2) Monthly reports shall be submitted to the CITY on or before the 10th day of the following month, and shall include, but not limited to, the following information: complaints resolution summary, daily route sheets (including labor hours) with the disposal site, weight tickets summarized for the month, recycling participation for the month, landfill tickets, tonnage summary for the month per service category – Solid Waste Collection, Yard Waste Collection and Recycling.
- 3) Annual reports shall be submitted by the CITY's prescribed date.
 - a) Annual reports shall include, but not limited to, the following: highlights of major accomplishments for the year, issues and trends noted in all service categories, recycling participation summary for the year, tonnage summary for the year per each service category.
 - b) The CONTRACTOR shall account for all revenues generated through recycling and report all such revenues by purchaser to the CITY on an annual basis.

- c) The CONTRACTOR shall provide its audited financial statement for the year ended when requested by the CITY.

5. CONTRACTOR PERSONNEL

The CONTRACTOR shall use competent, qualified, sober personnel to provide the services required by this Agreement. The CONTRACTOR shall devote sufficient personnel, time and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the CITY.

A. District Manager

CONTRACTOR shall appoint an employee to serve as the District Manager. The District Manager shall be the CONTRACTOR's primary point of contact with the CITY for all technical and administrative matters pertaining to this Agreement. The District Manager is to have at least five (5) years of prior managerial experience with programs of this nature and size. The District Manager shall have the authority to make significant decisions relevant to the day-to-day operation of CONTRACTOR's program under this Agreement. The District Manager shall have direct access to the CONTRACTOR's senior management for resolving problems beyond the District Manager's authority. At all times during the term of this Agreement, the CITY's Public Works Director or his designated representative shall have immediate access to the District Manager by telephone and electronic mail. The District Manager shall be responsible for overseeing and implementing the CONTRACTOR's performance under this Agreement.

B. Field Supervisors

- 1) The CONTRACTOR is to designate field supervisors as follows:
 - a) One (1) each **Residential Field Supervisor** to supervise and coordinate collection and disposal services to Residential, Small Commercial and Unique Commercial customers.
 - b) One (1) each **Commercial Field Supervisor** to oversee and supervise collection and disposal services to Multifamily Dwelling and Commercial Establishment customers.
- 2) The field supervisors(s) are to have immediate access to an automobile or truck to supervise employee performance and to quickly respond to customer service issues.
- 3) At all times, the CITY representatives shall have immediate direct access to the field supervisor(s) by cell phone, work phone, electronic mail and text.
- 4) Field supervisors are to remain within the CITY's city limits as long as necessary every operational day to supervise mission performance, address customer service issues and to respond directly to the concerns / questions of CITY representatives.

C. Employee Conduct

The CONTRACTOR's personnel shall maintain a courteous and respectful attitude toward the public at all times. The CONTRACTOR shall instruct its employees to avoid loud or profane language during the performance of their duties under this Agreement. CONTRACTOR's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the CITY or by the CITY. CONTRACTOR's employees shall not conduct themselves in a negligent, disorderly or dishonest manner.

D. Employee Identification

The CONTRACTOR shall furnish each employee with an appropriate means of identification as an employee of the CONTRACTOR (e.g., a uniform with a name tag and company logo). The CONTRACTOR's employees shall wear the identification at all times while on duty.

E. Attire for Employees

Employees and subcontractors of the CONTRACTOR shall wear proper attire at all times when working for the CITY under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the CONTRACTOR's name or logo, and boots or similar footwear.

F. Removal of Employees

The CITY reserves the right to disapprove of and request removal of any CONTRACTOR personnel assigned to the CITY's work. Such disapproval or request shall be for reasonable cause only and shall be addressed verbally or in writing to the CONTRACTOR's District Manager or the manager's authorized representative. Notwithstanding the foregoing, the CONTRACTOR shall not be required to take any action with regard to the CONTRACTOR's personnel that would violate any Applicable Law. The CONTRACTOR shall defend, save, and hold the CITY harmless from and against any and all legal actions by any employees so removed.

G. Employee Training and Licenses

All of the CONTRACTOR's employees shall be qualified and appropriately trained for the tasks assigned to them. The CONTRACTOR shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Laws.

At all times when operating vehicles or equipment pursuant to this Agreement, the CONTRACTOR's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

The CITY may request the CONTRACTOR's employees to produce their driver's license for inspection at any time when the employee is on duty.

H. **CONTRACTOR's Compliance with Labor Laws**

The CONTRACTOR shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

I. **Legal Status of CONTRACTOR's Employees**

A Person employed by the CONTRACTOR shall have no right or claim to any pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to the CITY's officers and employees. The CONTRACTOR shall have the sole responsibility for paying any wages and providing any employment benefits to such Person.

6. **CONTRACTOR VEHICLES / TRUCKS / EQUIPMENT**

A. **At Start of Contract**

The CONTRACTOR shall provide all new or like new equipment for all types of collection and disposal service for solid waste and recycling (toter service, commercial container service, bulky waste service, yard waste service, recycling service,). Collection trucks are to be industry standard, water tight, with solid sides and covers, using pneumatic tires. The CONTRACTOR is to provide the following type vehicles and in quantities to accomplish the collection and disposal services for the CITY's customers in a consistently satisfactory manner:

- 1) Hydraulic Side Arm (or Tipper) Mechanical Loading Collection Trucks based on type truck for servicing Residential, Small Commercial and Unique Commercial Toter Pickup Services for garbage / trash and recycling. Also, may be used for servicing recycling for Multifamily Dwellings and participating Commercial Establishments.

Note: Respondent may propose Mechanical Loading Collection Trucks (such as with slower loading hydraulic tippers). However, it is anticipated that the quantity of trucks would increase to ensure that the performance service level would be equal or greater than with side-arm loading trucks. CONTRACTOR employees shall be required to use the or hydraulic side-arms (or tippers) to empty toters safely into the collection trucks.

- 2) Hydraulic Front-end Loading Collection Trucks for servicing Multifamily Dwelling and Commercial Establishment customers having dumpsters and small compactors.
- 3) Roll-off Transport Trucks for servicing Multifamily Dwelling and Commercial Establishment customers having large compactors and/or roll-offs that are loaded onto the truck, transported to the landfill for dumping and returned to the customer location.
- 4) 10-yard Mini Side Loader Pak-Rat Collection Trucks (or similar truck) for collection in alleyways and other restricted/narrow accessibility areas.

- 5) Bulky Waste Collection Trucks with Mechanical Lift for collection of all kinds of bulky waste items.
- 6) Yard Waste Collection Trucks for hand collection and some mechanical (clam bucket) collection as necessary.
- 7) Vehicles for Field Supervisors for direct supervision of mission performance, responding directly to customer service issues, and responding to / coordinating directly with CITY representatives.

B. **As part of the proposal submission**, each respondent is to submit a schedule of the trucks/vehicles to be assigned to this contract and showing:

- 1) The types of collection trucks (with catalog cut / brochure) and other vehicles.
- 2) The quantity by type of collection truck to provide consistent satisfactory customer service.
- 3) The average age by type of the new / like new collection trucks and other vehicles.
- 4) The respondent goal for the average age of collection trucks by type for each year of the initial 6-year term.
- 5) The planned frequency schedule for cleaning and painting of the vehicles/ equipment/ trucks.

C. **Marking / Maintenance / Cleaning / Painting of Vehicles / Trucks**

Equipment is to be maintained in a reasonable, safe, working condition, to be painted uniformly, and the company name, telephone number, and the number of the vehicle printed in letters not less than nine (9") inches high, on each side of the vehicle. The vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles servicing the CITY. A sign saying "**Serving the City of Jacksonville Beach**" shall be displayed on all collection trucks while operating in the City of Jacksonville Beach.

CONTRACTOR shall properly maintain the fleet during the term of this contract. All vehicles will be secure and all precautions taken to prevent the leakage of any fluids or littering of materials collected. All vehicles used for garbage/trash, yard waste and recycling collection will have a fully enclosed metal top. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the CONTRACTOR to immediately pickup scattered refuse.

The CONTRACTOR is required to keep collection vehicles emptied by mechanical means, cleaned and painted to present a pleasing appearance.

D. Communication / Locator Devices for Commercial Collection Vehicles / Trucks

All vehicles, residential, commercial and recycling are to be equipped with operational radio transceiver capable of communicating with the CONTRACTOR's dispatcher and assigned Field Supervisor from anywhere within the City of Jacksonville Beach city limits and the county disposal sites.

All commercial container collection vehicles are to be equipped with **GPS locator/time stamp programming with photo capability** to track the date and time of each pickup service by customer location.

7. RECEPTACLES TO BE PROVIDED TO CUSTOMERS

A. Toters for:

- **Residential Collection & Disposal Service customers** – Garbage/Trash and Recycling.
- **Small Commercial Collection & Disposal Service customers** – Garbage/Trash and Participating Recycling.
- **Unique Commercial Collection & Disposal Service customers** - Garbage/Trash and Participating Recycling.
- **Multifamily Dwelling Collection & Disposal Service customers** – Participating Recycling.
- **Commercial Establishment Collection & Disposal Service customers** – Participating Recycling.

1) The CONTRACTOR shall provide to each customers:

- a) CITY-standard 95-gallon lidded wheeled toters.
- b) CITY-optional 64-gallon lidded, wheeled toters based on customer need.

2) The CONTRACTOR shall provide all Residential Collection & Disposal Service and Small Commercial Collection & Disposal Service customers with:

- a) Garbage/trash toter(s) (up to 2 each, based on customer location need and as approved by the CITY).
- b) Recycling toter(s) (1 each for each residential customer and participating small commercial customer).

3) The CONTRACTOR shall provide all Unique Commercial Collection & Disposal Service customers:

- a) Garbage/trash toter(s) at the quantity that will provide appropriate garbage/trash capacity (based on customer location need and as approved by the CITY).
- b) Recycling toter(s) at the quantity that will provide appropriate recycling capacity (based on participating customer location need and as approved by the CITY).

- 4) The CONTRACTOR shall provide for recycling services to all participating Multifamily Dwelling Collection & Disposal Service customers and participating Commercial Establishment Collection & Disposal Service.
 - a) Recycling toter(s) at the quantity that will provide appropriate recycling capacity for the complex/establishment or larger container(s) such as appropriately sized recycling dumpster(s), as determined by the CITY
 - b) The number of recycling toters (or larger containers) and location of on-site storage and pickup location shall be coordinated closely with the CITY and the complex representative. The CITY shall be the final approval on each multifamily complex or commercial establishment situation.
- 5) CONTRACTOR shall purchase, provide, maintain and replace toters (and larger containers) to customers at no additional cost to the CITY or customer.

New replacement/additional toters to be provided by the CONTRACTOR shall be a rugged, heavy plastic receptacle, green in color with minimum rated capacities of ninety-five (95) gallons for CITY-standard and sixty-four (64) gallons for CITY-optional having a hinged, tight-fitting lid (green lid for garbage and yellow lid for recycling labeled RECYCLE), and wheels. The toter shall be designed / constructed for use with semi-automated hydraulic side-arm collection trucks. All toters shall be as defined in the definition of **Toter** and CONTRACTOR shall not use any other toter or receptacle. CITY shall review and approve the type toter prior to CONTRACTOR purchase.

- 6) Within thirty (30) days of receiving the **Notice to Proceed** on the franchise contract and as early in the transition period as possible, the CONTRACTOR shall provide:
 - a) **Recycling Toters** to every customer location receiving Recycling Toter Pickup Service, which includes Residential customers, Multifamily customers, participating Small Commercial customers, participating Unique Commercial customers, and participating Commercial Establishment customers.
 - b) **Garbage/Trash Toters** to new customer locations as needed and replacements to existing customer locations as needed that are receiving Garbage/Trash Toter Pickup Service, which includes Residential customers, Small Commercial customers, and Unique Commercial customers.
- 7) **Toters Become CITY Property at Contract End.** All toters shall automatically become the property of the CITY at the termination of the contract at no additional cost to the CITY. CONTRACTOR shall haul and neatly stack the remaining inventory of toters purchased for the CITY contract, to the location within the city limits determined by the CITY, at no additional cost to the CITY.
- 8) The CONTRACTOR shall maintain all garbage/trash and recycling toters (and larger containers) in good repair and appearance. The CONTRACTOR shall be responsible for the

replacement or repair costs of any CONTRACTOR provided totter (or larger container), to include repairing lower restraining bar, lids and broken wheels

- 9) Toters shall be emptied and returned to each customer's original placement location. However, the CONTRACTOR shall ensure that no toters are left in the roadway or blocking the driveway. Toters shall remain upright with lid closed. Toters shall be left in a neat and orderly manner along the length of the neighborhood block. Toters shall be handled with due care at all times.

B. Garbage / Trash Containers for:

- **Multifamily Dwelling Collection & Disposal Service customers.**
- **Commercial Establishment Collection & Disposal Service customers.**

Multifamily Dwellings and Commercial Establishments in this service category shall use, but are not limited to, any of the following for the accumulation of garbage / trash:

- 1) Garbage / trash containers as defined in this contract and as modified in the future.
- 2) Containers emptied by mechanical means.
- 3) **Dumpster containers**, provided by the CONTRACTOR, at the CONTRACTOR's expense (and at no additional cost to the CITY or customer), in two (2), four (4), six (6), eight (8) cubic yard capacities, to include ancillary items, such as rollers, gravity locks and dumpster security devices (not enclosures or shoots). The costs to purchase, provision, maintenance, replacement, collection, disposal, all servicing, profit, overhead and any and all other costs (direct and/or prorated) are included in the contract unit price per container cubic yard collected.
- 4) **Roll-off containers**, provided by the CONTRACTOR, at the CONTRACTOR's expense (and at no additional cost to the CITY or customer), to include ancillary items, such as rollers and security devices on roll-offs (not enclosures or shoots), as approved by the CITY, when permanent-use roll-off service is approved by the CITY, subject to transition from existing customer contracts for existing service. Purchase, provision, maintenance, replacement, collection, disposal, profit, overhead and any and all other costs (direct and/or prorated) are included in the contract unit price per pull.
- 5) The CONTRACTOR shall provide containers, collection and disposal for **temporary-use** dumpster and/or roll-off service as requested by customers and concurred by the CITY. Purchase, provision, maintenance, replacement, collection, disposal, and all servicing shall be provided in:
 - 1) The contract unit price per container cubic yard collected for dumpsters.
 - 2) The contract unit price per pull for roll-offs.
- 6) CONTRACTOR shall provide solid waste collection and disposal services for **customer provided** large compactors, small compactors, special design dumpsters, and regular

dumpster subject to transition from existing contracts for existing service. CONTRACTOR collection, disposal, profit, overhead and any and all other costs (direct and/or prorated) are included as follows:

- 1) In the contract unit price per pull applied to each **Large Compactor** that is serviced by loading the compactor on a roll-off transport collection vehicle, transporting the compactor to the landfill, disposing of the garbage/trash at the landfill, and returning the compactor to its specific site at the customer location.
- 2) In the contract unit price per container cubic yard collected applied to each customer provided container that is collected and emptied into a Front-Load Collection Truck at its specific site at the customer location, such as:
 - i. **Regular Dumpsters;**
 - ii. **Special Designed or Sized Dumpsters;**
 - iii. **Small Compactor**, where in the compactor cubic yard size is to be multiplied by four (4) to convert to the equivalent loose container cubic yards.
- 7) Locations, quantities and frequency of pickups may change from time-to-time at the sole discretion of the CITY.

8. COLLECTION LOCATIONS

- A. It will be the sole responsibility of the respondent to tour the specified routes and familiarize themselves with the work addressed in the RFP and the levels of service expected; collection locations of garbage/trash totes, recycling totes, garbage/trash containers, recycling containers if any, bulky waste (including white goods), and yard waste may vary and some areas require collection in paved and unpaved alleyways. It is strongly suggested that the respondent becomes familiar with all routes (residential and small commercial; multifamily and commercial establishment) to fully understand the requirement and equipment necessary to provide garbage/trash collection, recycling collection, bulky waste collection, and yard waste collection to each and every customer within the city limits.
- B. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the respondent is familiar with the nature and extent of the work, and the equipment, materials, and labor required. CONTRACTOR shall schedule and dispatch sufficient quantities of equipment and labor (including reserve resources) to successfully complete the routes each day, within the allotted time period, and obtaining the desired and stated program results.
- C. Each and every customer serviced by the CITY shall be entitled to all collection services. In the event the road is not accessible due to construction, special event, public safety incident(s), etc. the CONTRACTOR shall make every effort to service the customer(s).

9. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

- A. Damage to public or private property by CONTRACTOR vehicles / trucks, other equipment or personnel shall be immediately reported to the CITY. The CONTRACTOR shall be responsible for all cost of repair and/or replacement at no additional cost to the CITY, customer or property owner.
- B. Drivers of vehicles that have major fluid leaks (hydraulic, motor oils, gear oils, etc.) and subsequently cause discharge to enter storm drains and damage pavement and other surfaces shall immediately take the necessary precautions in accordance with the appropriate State and County environmental regulations to address the issue. This will be done at CONTRACTOR's expense. Any discharge on CITY roads or rights-of-way which causes the vehicle to become inoperable shall be immediately reported to the CITY, operations stopped and area thoroughly cleaned placing all cleaning material in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the City of Jacksonville Beach Public Works Department. The report will include the address nearest the area where the spill occurred. When, in the opinion of the CONTRACTOR, the damaged area is cleaned, the CONTRACTOR will contact the City of Jacksonville Beach Public Works Department which will be responsible for approving that the clean-up was satisfactory and accepted.
- C. Driver's with vehicles that have minor fluid leaks (hydraulic hoses, fittings, cylinder seals, other oils to include garbage juices) will be immediately escorted out of the city limits. Vehicles with significant fluid leaks shall be safely shut down in a safe location and the CONTRACTOR shall immediately haul the dead-lined vehicle to the vehicle repair facility.
- D. CONTRACTOR shall assume liability for damages to:
 - 1) Private and public property such as fences, awnings, trees, shrubs, yards, irrigation systems, etc. during the collection of garbage/trash, recycling, bulky waste and/or yard waste. **Any such damage must be resolved within a period of five calendar days.**
 - 2) CONTRACTOR trucks / vehicles / equipment resulting from overgrowth from private or public property during the course of alleyway and street collection.

10. LIQUIDATED DAMAGES

It is the intent of the parties to ensure that the CONTRACTOR provides high quality collection and disposal services to all customers within the CITY's city limits. To that end, the CONTRACTOR shall provide high quality services in accordance with this Scope and the franchise contract and within the time limits set forth in the Scope and the franchise contract, which Scope shall become part of the franchise contract at its execution. The CITY and CONTRACTOR agree that the CONTRACTOR'S failure to perform in accordance with this Scope and the franchise contract causes the CITY to incur damages which will be difficult, if not impossible, to calculate; and for that reason the CITY and the CONTRACTOR agree that the following amounts are reasonable estimates of such damages and shall constitute liquidated damages, and not penalties. Therefore, if the CONTRACTOR fails to perform in accordance with this Scope and the franchise contract, except in the case of a Force Majeure event, the

CITY, at its sole discretion and determination, without waiving other remedies it may have under this Scope and the franchise contract, and without reducing the CONTRACTOR's obligations to provide quality service, may deduct from any amount otherwise payable to the CONTRACTOR the amounts in accordance with the following schedule:

Liquidated Damages Listing (continued) <u>Description – Amount Assessed</u>	
NOTE: CITY and CONTRACTOR mutually agree that: ○ CITY determines the timing and amount of each and every assessment of liquidated damages. ○ CONTRACTOR owes and pays the CITY assessed liquidated damages as a reduction in the monthly payment due to the CONTRACTOR from the CITY for the services rendered under the provisions of this franchise contract.	
A.	When the CONTRACTOR is more than two (2) working days (excluding Sunday) behind schedule for any services provided, then it will result in the assessment of liquidated damages in the amount of: • \$500.00 per day per account; until the CONTRACTOR demonstrates to the satisfaction of the CITY that the service is back on schedule.
B.	The CONTRACTOR will provide the requested toter/container to each household/commercial account within two (2) working days of receiving notice from the CITY. Failure of the CONTRACTOR to deliver the toter/container within (2) days will result in an assessment of liquidated damages to the CONTRACTOR in the amount of: • \$100 per day/per account for toters; • \$250 per day/per account for containers (dumpsters).
C.	If a collection is missed and the account customer notifies the CITY, the CITY will notify the CONTRACTOR who will return to collect the materials. In all cases, the missed collection will be handled by 7:00pm the same day when given notice by 3:00pm, or by 12:00 noon the following day when given notice between 3:00pm and 7:00pm. The CONTRACTOR will be assessed liquidated damages in the amount of: • \$100 for each missed toter pickup account that is not resolved in the time stipulated. • \$250 for each commercial container pickup account that is not resolved in the time stipulated.
D.	Failure to complete a route on the Scheduled Collection Day. A route shall be considered incomplete if five (5) or more commercial containers/dwelling units or two (2) or more streets or roadways are not provided Collection Service. Each failure shall result in an assessment liquidated damages in the amount of: • \$2,000 per route, per Operating Day.
E.	Collections outside the hours specified in this agreement, without prior approval of the CITY, shall result in an assessment of liquidated damages in the amount of: • \$250 per incident per day.

Liquidated Damages Listing (continued)
Description – Amount Assessed

NOTE: CITY and CONTRACTOR mutually agree that:

- CITY determines the timing and amount of each and every assessment of liquidated damages.
- CONTRACTOR owes and pays the CITY assessed liquidated damages as a reduction in the monthly payment due to the CONTRACTOR from the CITY for the services rendered under the provisions of this franchise contract.

F.	Collection of dumpsters/compactors before 7:00am shall result in an assessment of liquidated damages in the amount of: • \$500 per incident per day.
G.	Failure to clean spillage (oil, hydraulic fluid, garbage juices, trash, etc.) on the day that the spillage occurs will result in the assessment of liquidated damages in the amount of: • \$500 per incident per day in a residential area. • \$1,000 per incident per day in a commercial area.
H.	Failure to repair damage to public or private property within five (5) calendar days or within the timeframe approved by the CITY, will result in the assessment of liquidated damages in the amount of: • \$500 per incident per day, including the first five (5).
I.	Failure to maintain a collection truck, vehicle or equipment in a clean and sanitary manner will result in an assessment of liquidated damages in the amount of: • \$500 per incident per day until corrected.
J.	Failure to have a vehicle properly licensed, or failure to have the vehicle operator properly licensed, or failure of the operator to carry a valid license while on duty will result in the assessment of liquidated damages in the amount of: • \$1000 per incident per day.
K.	Mixing Recyclable Materials with Solid Waste, or mixing any other materials that are required to be collected separately will result in the assessment of liquidated damages in the amount of: • \$500 per incident.
L.	Legitimate complaints over twenty (20) per month, whether resolved timely or not, will result in the assessment of liquidated damages in the amount of: • \$200 per incident, including the first twenty (20).
M.	Failure to provide documents and reports in a timely and accurate manner on or before the 10th day of the following month or as required will result in the assessment of liquidated damages in the amount of: • \$250 per incident.

Liquidated Damages Listing (continued)
Description – Amount Assessed

NOTE: CITY and CONTRACTOR mutually agree that:

- CITY determines the timing and amount of each and every assessment of liquidated damages.
- CONTRACTOR owes and pays the CITY assessed liquidated damages as a reduction in the monthly payment due to the CONTRACTOR from the CITY for the services rendered under the provisions of this franchise contract.

N.	Failure to properly and legibly label a Collection Truck / Vehicle / Equipment or Collection Container in the manner required herein, will result in the assessment of liquidated damages in the amount of: • \$500 per truck / vehicle / equipment and each container not properly labeled.
O.	Failure to maintain office hours in the manner specified in this franchise contract will result in the assessment of liquidated damages in the amount of: • \$200 per incident.
P.	Failure to replace/exchange a damaged/stolen Garbage/Recycle toter within two (2) days will result in the assessment of liquidated damages in the amount of: • \$500 per incident per day, including the two (2) days.
Q.	Failure to replace/exchange a damaged/stolen Dumpster/Compactor within 3 days will result in the assessment of liquidated damages in the amount of: • \$1,000 per incident per day, including the three (3) days.
R.	If the CONTRACTOR notifies the CITY, whether verbally or via the CONTRACTOR-CITY complaint tracking database, that a complaint has been resolved, when in actuality the complaint <u>has not been</u> resolved, it will result in the assessment of liquidated damages in the amount of: • \$250 per residential customer incident. • \$500 per commercial customer incident.
S.	Placing Garbage or Recycling Toters in a manner that blocks driveways, streets, or roads will result in the assessment of liquidated damages in the amount of: • \$350 per incident.
T.	Failure to return Dumpsters or Compactors inside the enclosure after servicing will result in the assessment of liquidated damages in the amount of: • \$700 per incident.
U.	Failure to provide timely notices and educational materials, as required in this franchise contract will result in the assessment of liquidated damages in the amount of: • \$1,000 per incident.

Liquidated Damages Listing (continued)
Description – Amount Assessed

NOTE: CITY and CONTRACTOR mutually agree that:

- CITY determines the timing and amount of each and every assessment of liquidated damages.
- CONTRACTOR owes and pays the CITY assessed liquidated damages as a reduction in the monthly payment due to the CONTRACTOR from the CITY for the services rendered under the provisions of this franchise contract.

V.	Any CONTRACTOR employee, sub-contractor or worker soliciting or accepting an unauthorized fee or monetary compensation from a customer will result in the assessment of liquidated damages in the amount of: • \$500 per incident.
W.	Failure to respond to the CITY by 4:00 p.m. on the first Operating Day following a telephone call, voice message, or electronic message requesting a response from an Operations Manager or the District Manager will result in the assessment of liquidated damages in the amount of: • \$200 per day.
X.	Failure to adhere to the CITY approved routes in the Collection Plan, without receiving the CITY's prior approval for the deviation will result in the assessment of liquidated damages in the amount of: • \$500 per incident.
Y.	Failure to cover or enclose Solid Waste and Source Separated Recyclable Materials in the CONTRACTOR's Collection trucks / vehicles / equipment, as required herein, will result in the assessment of liquidated damages in the amount of: • \$500 per incident.
Z.	Failure to close and relock Dumpster Enclosures and to ensure that dumpster lids are closed will result in the assessment of liquidated damages in the amount of: • \$500 per incident.
AA.	Failure to provide current and up-to-date employee roster and proper uniforms every 30 days will result in the assessment of liquidated damages in the amount of: • \$250 per incident.
BB.	Failure to provide current schedule and route maps annually on the contract anniversary date will result in the assessment of liquidated damages in the amount of: • \$500 per incident.
CC.	Failure to use proper equipment to service residential and/or commercial customers will result in the assessment of liquidated damages in the amount of: • \$1,000 per incident per day.

Liquidated Damages Listing (continued) <u>Description – Amount Assessed</u>	
NOTE: CITY and CONTRACTOR mutually agree that: ○ CITY determines the timing and amount of each and every assessment of liquidated damages. ○ CONTRACTOR owes and pays the CITY assessed liquidated damages as a reduction in the monthly payment due to the CONTRACTOR from the CITY for the services rendered under the provisions of this franchise contract.	
DD.	Failure to submit an audited financial statement by the prescribed date will result in the assessment of liquidated damages in the amount of: • \$1,000 per incident.
EE.	Failure to properly utilize and keep current, on weekly basis, the web-based CONTRACTOR-CITY complaint tracking database to make timely resolution and responses to customer and CITY complaints, concerns, and questions will result in the assessment of liquidated damages in the amount of: • \$500 per incident.
FF.	Causing skid marks on roadways, private driveways, or any thoroughfare within the service area / city limits will result in the assessment of liquidated damages in the amount of: • \$500 per skid mark.
GG.	Failure to follow established reporting, operational or administrative procedures will result in the assessment of liquidated damages in the amount of: • \$500 per incident.
HH.	Failure to ensure that the location/enclosure where the dumpster/compactor/roll-off is being returned is free from all debris, garbage, trash and refuse will result in the assessment of liquidated damages in the amount of: • \$500 per incident.
II.	Failure to provide the daily direct proactive supervision and coordination by the Residential Field Supervisor and the Commercial Field Supervisor in order to achieve high quality customer satisfaction with CONTRACTOR services and proactively resolve customer complaints / concerns will result in the assessment of liquidated damages in the amount of: • \$1,000 per day per incident.
JJ.	Field Supervisor driving a Route Collection Truck without prior CITY approval will result in the assessment of liquidated damages in the amount of: • \$1,000 per incident.
KK.	Failure to report accidents, damage, spillage to the CITY immediately and failure to provide a copy of a written report in the same day to the CITY will result in the assessment of liquidated damages in the amount of: • \$500 per incident.

Liquidated Damages Listing (continued) <u>Description – Amount Assessed</u>	
NOTE: CITY and CONTRACTOR mutually agree that: ○ CITY determines the timing and amount of each and every assessment of liquidated damages. ○ CONTRACTOR owes and pays the CITY assessed liquidated damages as a reduction in the monthly payment due to the CONTRACTOR from the CITY for the services rendered under the provisions of this franchise contract.	
LL.	Failure to provide the quantity of approved equipment within the city limits during each required collection day will result in the assessment of liquidated damages in the amount of: • \$1,000 per incident.
MM.	Failure to drive in proper direction (includes driving on wrong side of two-way street) will result in the assessment of liquidated damages in the amount of: • \$500 per incident.
NN.	Failure to collect bulky waste, oversized refuse and/or yard waste within 2 business days of it being placed at the curb, dumpster or near an enclosure will result in the assessment of liquidated damages in the amount of: • \$1,000 per incident.
OO.	Failure to provide, once a week, a dedicated collection truck and driver and an additional supervisor or foreman to the CITY garbage representative to handle complaints prioritized by the CITY, when the CITY, at its sole discretion, directs that this resource be supplied will result in the assessment of liquidated damages in the amount of: • \$2,000 per incident.
PP.	Failure to ensure that the quantity amounts collected and billed the CITY, both scheduled and additional customer requested, cannot be more than the amounts determined through the CITY's financial and customer billing system and/or other CITY tracking system, determined at the CITY's sole discretion. It is the CONTRACTOR's responsibility to ensure that the CONTRACTOR's scheduled pickups match the CITY's customer billed scheduled pickups. The same applies to additional customer requested pickups for which such customer requested pickups shall be confirmed via email to the CITY upon customer request and pickup verified. This failure will result in the assessment of liquidated damages in the amount of: • \$2,000 per incident, and repaying the CITY any overbilling payment amount plus 5%, as a reduction to next authorized payment.

11. CUSTOMER CREDITS

If the CITY, at its sole discretion, determines that it is in the best interest of the CITY to provide a billing credit to a customer for any reason related to the CONTRACTOR's service under this Agreement or lack thereof, the CONTRACTOR agrees that it is also in the best interest of the CONTRACTOR and that the CONTRACTOR will pay for the credit. The CITY shall deduct billing credits for customer collection and disposal service from the monthly amount owed the CONTRACTOR. It is the CONTRACTOR's primary responsibility to proactively service the CITY's customers in a manner that is exemplary and does not place the CITY in a situation in which it deems it prudent to offer a billing credit to a customer.

12. BILLING CUSTOMERS FOR COLLECTION AND DISPOSAL SERVICES

The CITY shall bill all customers receiving collection and disposal services under the terms of this Agreement.

13. SCHEDULE OF PAYMENTS

For and in consideration of the services to be performed by the CONTRACTOR pursuant to this Agreement, the CITY agrees to make payments to the CONTRACTOR as follows:

A. For **Residential Collection & Disposal Service** and **Small Commercial Collection & Disposal Service**,

- MULTIPLY the average number of customer account locations serviced BY the contract monthly unit price per customer account location.

The average number of customer account locations receiving service may be updated once quarterly (during the first month of each calendar quarter) at the request of the CONTRACTOR to the CITY or at the discretion of the CITY. The average number of customer account locations receiving service shall be maintained by the CITY.

The payment shall cover all services inclusive of the collection and disposal of Garbage/Trash, Recycling, Bulky Waste and Yard Waste, and prorated portion of all other costs, expenses, overhead, profit, etc., of the CONTRACTOR.

B. For **Unique Commercial Collection & Disposal Service**, based on the following for each customer location:

1) For each size of garbage/trash toter:

- MULTIPLY the total number of monthly dumps BY the total number toters BY the toter gallon size BY 0.0049 (*conversion for cubic yards per gallon*) BY the contract unit price per container (dumpster) cubic yard collected.

2) For each size of recycling toter:

- MULTIPLY the total number of monthly dumps BY the total number toters BY the toter gallon size BY 0.0049 (*conversion for cubic yards per gallon*) BY the contract unit price per container (dumpster) cubic yard collected.

3) For bulky waste:

- MULTIPLY the total number of monthly pickups BY the estimated Constant Volume of Bulky Waste (cubic yards) BY the contract unit price per container (dumpster) cubic yard collected.

(The CITY shall be final approval of the estimated Constant Volume of Bulky Waste to be

used for each individual customer account location, which may vary from time-to-time at the CITY's sole discretion.)

The payment shall cover all services inclusive of the collection and disposal of Garbage/Trash, Recycling, Bulky Waste and Yard Waste, and prorated portion of all other costs, expenses, overhead, profit, etc., of the CONTRACTOR to fulfill all the requirements in the contract.

C. For **Multifamily Dwelling Collection & Disposal Service** and **Commercial Establishment Collection & Disposal Service**, for each customer account location:

1) For each dumpster:

- MULTIPLY the number of monthly dumps BY the container (dumpster) cubic yards BY the contract unit price per container (dumpster) cubic yard collected.

This applies to CONTRACTOR provided dumpsters and/or customer provided dumpsters of any size.

2) For each small compactor:

- MULTIPLY the number of monthly dumps BY the container (small compactor) cubic yards BY 4.0 (*conversion for estimated dumpster cubic yards per compacted cubic yard*) BY the contract unit price per container (dumpster) cubic yard collected.

3) For each large compactor and/or each roll-off:

- MULTIPLY the number of monthly pulls BY the contract unit price per pull.

4) For each size of recycling toter:

- MULTIPLY the number of monthly dumps BY the total number toters BY the toter gallon size BY 0.0049 (*conversion for cubic yards per gallon*) BY the contract unit price per container (dumpster) cubic yard collected.

CONTRACTOR shall provide the CITY records identifying the Multifamily Dwelling and Commercial Establishment customer service locations, volume of collection, types and sizes of containers / toters, and such other information as requested by the CITY, on the tenth (10th) of each month.

The payment to the CONTRACTOR shall cover all services inclusive of the collection and disposal of Garbage/Trash, Recycling, Bulky Waste and Yard Waste, and prorated portion of all other costs, expenses, overhead, profit, etc., of the CONTRACTOR to fulfill all requirements in the contract.

D. Additional customer requested pickups, over and above the scheduled pickups, shall be consolidated separately for each type of service.

- E. The quantity amounts collected, both scheduled and additional customer requested, cannot be more than the amounts determined through the CITY's financial and customer billing system and/or other CITY tracking system, determined at the CITY's sole discretion. It is the CONTRACTOR's responsibility to ensure that the CONTRACTOR's scheduled pickups match the CITY's customer billed scheduled pickups. The same applies to additional customer requested pickups for which such customer requested pickups shall be confirmed via email and/or CITY/CONTRACTOR Tracking Database to the CITY upon customer request and pickup verified.
- F. **Payment Reduced by any Liquidated Damages and/or any Customer Credits.** The total monthly payment amount shall be reduced by the sum of all liquidated damages and customer credits assessed by the CITY on the CONTRACTOR, at the CITY's sole discretion, before the billing period end date, and which has not been previously deducted.
- G. The final total monthly payment shall cover all CONTRACTOR services inclusive of the collection and disposal of Garbage/Trash, Recycling, Bulky Waste and Yard Waste, for any and all collections made within the CITY'S city limits to include the prorated portion of all other costs, expenses, overhead, profit, etc., of the CONTRACTOR to fulfill all requirements in the contract.
- H. CONTRACTOR shall provide monthly to the CITY a summary record of total collections, tonnage, cubic yards and total number of stops for yard waste pickup service, garbage pickup service, bulky waste pickup service, recycling pickup service, container (dumpsters) pickup service, compactor pull service and any other information requested by the CITY, in the format required by the CITY, which may change from time-to-time.
- I. Payments to the CONTRACTOR shall be made on a monthly basis with each payment made by the thirtieth (30) day of the month following the month the payment covers.

14. CHANGE IN COST OF DOING BUSINESS

The fees or compensation payable to the CONTRACTOR may be adjusted upward or downward by:

- A. An appropriate Consumer Price Index (CPI) Collection Adjustment applied only to the Collection Component of the fee rate(s) no more than once a contract year.
- B. An appropriate Fuel Cost Adjustment applied to the Fuel Cost Component of the fee rates(s) no more than twice a contract year.
- C. At the start of the contract, each fee rate is to be divided into these two (2) components by applying a percentage value agreed to by CONTRACTOR and the CITY. Each component is to be tracked separately thereafter as the adjustments are applied. Each respondent is to list in its Proposal the suggested percentage breakdown for these two adjustments for each fee rate.

The CITY and CONTRACTOR are to agree to the specifics on the adjustment process in the franchise contract with the CITY having final determination / approval on this matter.

SECTION D:

PROPOSAL FORMAT

SECTION D: PROPOSAL FORMAT

Respondents shall provide proposals in the format outlined below:

1. SCOPE OF SERVICES PROPOSED:

- A. Clearly describe the ability to perform the scope of services required. Please address Section C Technical Specifications.
- B. Clearly describe any Respondent Optional Alternate(s) that are proposed and submitted along with proposal that meets City scope. Respondent should clearly explain how respondent alternate(s) differ from CITY scope to include, but not limited to, type collection vehicles, containers provided to customers, frequency of collections, personnel, etc.
- C. Include a work plan with an explanation of methodology to be followed to perform the services required within this RFP.
- D. Include suggestions to the current method the CITY is utilizing in order to increase service satisfaction of our residents and businesses.

2. QUALIFICATIONS AND COMPETENCY:

- A. The proposal should give a description of the firm, including the size, range of activities, etcetera. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of service will be brought to bear on the proposed service. The proposal must also identify the contact person and telephone number.
- B. Submit evidence as to the qualifications such as, previous experience, and/or evidence of legal qualifications to perform the work. Provide certifications, licenses, etc. Include resumes of company executives, account managers and field supervisors that will be in charge of the City of Jacksonville Beach business account.
- C. Provide evidence of continuous engagement in providing products and services similar to those specified herein for a period of five (5) years or more in a government setting and evidence the company is presently engaged in the provision of these services. Provide evidence of an established satisfactory record of customer satisfaction performance for a reasonable period of time.
- D. Experience
 - 1) At least five (5) years of operating experience.
 - 2) Previous operating experience in Florida or South Georgia with governmental entities.
 - 3) Reference contacts for at least five (5) recent comparable services contracts to include 3 governmental entities.
 - 4) At least three contracts each for at least 7,000 residential service units.

- 5) Provide information on the firm's current safety rating by the Florida Department of Transportation.

E. Past Performance Concerns on Previous / Current Contracts

- 1) The respondent shall disclose any pending or anticipated litigation, environmental issues, fines, regulatory actions and complaint(s) applicable to the respondent on services for any governmental entity over the past five (5) years.
- 2) When the respondent or a proposed subcontractor has previously worked for a governmental entity (including the CITY) and received complaints, verbal and written comments about poor performance, or has been involved in disagreements with the governmental entity about the work requirements / expectations in the contract, the respondent shall submit an explanation of what the respondent has done or will do to proactively work at eliminating / mitigating the same/similar issues in the future. This explanation must deal specifically with the problems/concerns involved on the prior contract and any organizational, operational or other changes which have been or will be implemented.
- 3) If, in the sole discretion of the CITY, the respondent has not provided an adequate plan to ensure sufficient improvement to meet the CITY contract requirements / expectations for the future, the CITY reserves the right to consider this determination in the rating of the proposal submitted by the respondent.

3. EQUIPMENT AVAILABILITY AND CAPABILITY:

- A. As part of the proposal submission, each respondent is to submit a schedule of the trucks/vehicles to be assigned to this contract and showing:

- 1) The types of collection trucks (with catalog cut / brochure) and other vehicles.
- 2) The quantity by type of collection truck to provide consistent satisfactory customer service.
- 3) The average age by type of the new / like new collection trucks and other vehicles.
- 4) The respondent goal for the average age of collection trucks by type for each year of the initial 6-year term.
- 5) The planned frequency schedule for cleaning and painting of the vehicles/ equipment/ trucks.

- B. Each respondent shall demonstrate their ability to provide back-up equipment / vehicles and personnel beyond those assigned to the proposed contract and within reasonable proximity to the City of Jacksonville Beach.

4. FINANCIAL CAPABILITY:

- a) Include written evidence from surety stating that CONTRACTOR has the ability to fulfill the required \$1,000,000.00 Performance Bond, if awarded the Contract.
- b) Include three (3) years of certified audited financials.

5. PRICING:

- A. Provide pricing using the pricing pages on the Proposal Tender Form.
- B. Provide suggested percentage values to apply to the fee rates in order to apportion each fee rate into a Collection Component and a Fuel Cost Component.

6. VALUE-ADDED BENEFITS:

Detail value-added services and public benefits.

7. ATTENDENCE AT THE PRE-PROPOSAL MEETING:

List company attendees and their positions in reference to providing the franchise contract services to the CITY if awarded the contract.

8. REQUIRED FORMS:

Submit all forms detailed in Section F.

SECTION E:

EVALUATION AND SELECTION PROCESS

SECTION E: EVALUATION AND SELECTION PROCESS

1. INTRODUCTION

Following the opening of the proposal packages, the proposals will be evaluated by a CITY-appointed Evaluation/Selection Committee. The Committee will be comprised of CITY personnel with the appropriate experience, knowledge and/or position. The CITY reserves the right to call upon expert(s) in the field to assist the CITY in the selection process.

2. EVALUATION CRITERIA

The Evaluation/Selection Committee will evaluate and rank responsive proposals based on the criteria listed below:

- A. Scope of Services Proposed.
- B. Qualifications and Competency.
- C. Equipment Availability and Capability.
- D. Financial Capability.
- E. Pricing.
- F. Value-Added Benefits.
- G. Attendance at the Pre-Proposal Meeting.

The CITY reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the CITY. Upon completion of the criteria evaluation and rating, the Committee may choose to conduct oral presentation(s) with the respondent(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal(s) providing the highest quality of service to the CITY.

Upon completion of the oral presentation(s), the Committee will re-evaluate and re-rate the proposal(s) remaining in consideration based upon the written documents combined with the oral presentation(s).

3. OVERALL RANKING

- 1) Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee is to recommend that contract terms be negotiated starting with the highest ranked responsive and responsible respondent, and continuing through the ranking order until terms are negotiated with a specific respondent that are agreeable to both the CITY and the respondent, and in the best interest of the CITY.
- 2) In its sole discretion, the CITY reserves the right to negotiate with any respondent and with regards to any and all terms, or to take such other action(s) as it deems to be in the best interest of the CITY.

4. CONTRACT AWARD

Any contract, as a result of this solicitation, will be submitted to CITY Manager for consideration and may be submitted to the City Council for their approval. All respondents will be notified in writing when the CITY Manager makes an award recommendation. The Contract award, if any, shall be made to the respondent whose proposal shall be deemed by the CITY to be in the best interest of the CITY. The CITY's decision to make the award and which proposal is in the best interest of the CITY shall be final.

SECTION F:

FORMS

FORM 1: RATE(S) PROPOSAL TENDER FORM (page 1 of 8)

<u>RESIDENTIAL and SMALL COMMERCIAL Service</u>							
TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICE					Quantities and locations of pickups are subject to change from time-to-time during the term of the contract, or any extensions thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, special disability pull-out service, and provision and maintenance of toters are included within the proposed rate(s) below.		
GARBAGE / TRASH (containerized)	RECYCLING (containerized)	BULKY WASTE (not containerized)	YARD WASTE (not containerized)	ALTERNATE Combination for Respondent Price Proposal			
POSSIBLE CONTRACTED COLLECTION FREQUENCY					Proposed Monthly Rate per Account	Estimated Accounts	Proposed Estimated Monthly TOTAL
A (current)	Twice per week	Once per week	Once per week	Once per week	\$ _____ per account	X 8,253	\$ _____
Landfill disposal fee <u>shall not</u> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

<u>MULTIFAMILY DWELLING, COMMERCIAL ESTABLISHMENT and UNIQUE COMMERCIAL Service</u>							
TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICES					Quantities, locations, and frequencies of dumpster pickups are subject to change from time-to-time during the term of the contract, or any extension thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, and provision and maintenance of dumpsters/toters are included within the proposed rate(s) below.		
GARBAGE / TRASH (containerized)	RECYCLING Optional (containerized)	BULKY WASTE (not containerized)	YARD WASTE (not containerized)	ALTERNATE Combinations for Respondent Price Proposal			
POSSIBLE CONTRACTED COLLECTION FREQUENCY					Proposed Rate per Container Cubic Yard Collected	Est. Monthly Avg. Total Cubic Yards	Proposed Estimated Monthly TOTAL
A (current)	Customer/CITY decision (size dumpster / weekly frequency)	Once per week	Once per week	Once per week	\$ _____ per Container Cubic Yard Collected	X 24,227	\$ _____
Landfill disposal fee <u>shall not</u> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

FORM 1: RATE(S) PROPOSAL TENDER FORM (page 2 of 8)

<u>RESIDENTIAL</u> and <u>SMALL COMMERCIAL</u> Service							
TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICE					Quantities and locations of pickups are subject to change from time-to-time during the term of the contract, or any extensions thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, special disability pull-out service, and provision and maintenance of toters are included within the proposed rate(s) below.		
GARBAGE / TRASH (containerized)	RECYCLING (containerized)	BULKY WASTE (not containerized)	YARD WASTE (not containerized)	ALTERNATE Combination for Respondent Price Proposal			
POSSIBLE CONTRACTED COLLECTION FREQUENCY					Proposed Monthly Rate per Account	Estimated Accounts	Proposed Estimated Monthly TOTAL
B	Twice per week	Once bi-weekly	Once per week	Once per week	\$ _____ per account	X 8,253	\$ _____
Landfill disposal fee shall not be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

<u>MULTIFAMILY DWELLING</u>, <u>COMMERCIAL ESTABLISHMENT</u> and <u>UNIQUE COMMERCIAL</u> Service							
TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICES					Quantities, locations, and frequencies of dumpster pickups are subject to change from time-to-time during the term of the contract, or any extension thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, and provision and maintenance of dumpsters/toters are included within the proposed rate(s) below.		
GARBAGE / TRASH (containerized)	RECYCLING Optional (containerized)	BULKY WASTE (not containerized)	YARD WASTE (not containerized)	ALTERNATE Combinations for Respondent Price Proposal			
POSSIBLE CONTRACTED COLLECTION FREQUENCY					Proposed Rate per Container Cubic Yard Collected	Est. Monthly Avg. Total Cubic Yards	Proposed Estimated Monthly TOTAL
B	Customer/CITY decision (size dumpster / weekly frequency)	Once bi-weekly	Once per week	Once per week	\$ _____ per Container Cubic Yard Collected	X 24,227	\$ _____
Landfill disposal fee shall not be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

FORM 1: RATE(S) PROPOSAL TENDER FORM (page 3 of 8)

<u>RESIDENTIAL</u> and <u>SMALL COMMERCIAL</u> Service							
TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICE					Quantities and locations of pickups are subject to change from time-to-time during the term of the contract, or any extensions thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, special disability pull-out service, and provision and maintenance of toters are included within the proposed rate(s) below.		
GARBAGE / TRASH <i>(containerized)</i>	RECYCLING <i>(containerized)</i>	BULKY WASTE <i>(not containerized)</i>	YARD WASTE <i>(not containerized)</i>	ALTERNATE Combination for Respondent Price Proposal			
POSSIBLE CONTRACTED COLLECTION FREQUENCY					Proposed Monthly Rate per Account	Estimated Accounts	Proposed Estimated Monthly TOTAL
C	Once per week	Once per week	Once per week	Once per week	\$ _____ per account	X 8,253	\$ _____
Landfill disposal fee <u>shall not</u> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

<u>MULTIFAMILY DWELLING, COMMERCIAL ESTABLISHMENT</u> and <u>UNIQUE COMMERCIAL</u> Service							
TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICES					Quantities, locations, and frequencies of dumpster pickups are subject to change from time-to-time during the term of the contract, or any extension thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, and provision and maintenance of dumpsters/toters are included within the proposed rate(s) below.		
GARBAGE / TRASH <i>(containerized)</i>	RECYCLING <i>Optional (containerized)</i>	BULKY WASTE <i>(not containerized)</i>	YARD WASTE <i>(not containerized)</i>	ALTERNATE Combination for Respondent Price Proposal			
POSSIBLE CONTRACTED COLLECTION FREQUENCY					Proposed Rate per Container Cubic Yard Collected	Est. Monthly Avg. Total Cubic Yards	Proposed Estimated Monthly TOTAL
C	Customer/CITY decision <i>(size dumpster / weekly frequency)</i>	Once per week	Once per week	Once per week	\$ _____ per Container Cubic Yard Collected	X 24,227	\$ _____
Landfill disposal fee <u>shall not</u> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

FORM 1: RATE(S) PROPOSAL TENDER FORM (page 4 of 8)

<u>RESIDENTIAL</u> and <u>SMALL COMMERCIAL</u> Service							
TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICE					Quantities and locations of pickups are subject to change from time-to-time during the term of the contract, or any extensions thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, special disability pull-out service, and provision and maintenance of toters are included within the proposed rate(s) below.		
GARBAGE / TRASH <i>(containerized)</i>	RECYCLING <i>(containerized)</i>	BULKY WASTE <i>(not containerized)</i>	YARD WASTE <i>(not containerized)</i>	ALTERNATE Combination for Respondent Price Proposal			
POSSIBLE CONTRACTED COLLECTION FREQUENCY					Proposed Monthly Rate per Account	Estimated Accounts	Proposed Estimated Monthly TOTAL
D	Once per week	Once bi-weekly	Once per week	Once per week	\$ _____ per account	X 8,253	\$ _____
Landfill disposal fee <u>shall not</u> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

<u>MULTIFAMILY DWELLING, COMMERCIAL ESTABLISHMENT</u> and <u>UNIQUE COMMERCIAL</u> Service							
TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICES					Quantities, locations, and frequencies of dumpster pickups are subject to change from time-to-time during the term of the contract, or any extension thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, and provision and maintenance of dumpsters/toters are included within the proposed rate(s) below.		
GARBAGE / TRASH <i>(containerized)</i>	RECYCLING <i>Optional (containerized)</i>	BULKY WASTE <i>(not containerized)</i>	YARD WASTE <i>(not containerized)</i>	ALTERNATE Combination for Respondent Price Proposal			
POSSIBLE CONTRACTED COLLECTION FREQUENCY					Proposed Rate per Container Cubic Yard Collected	Est. Monthly Avg. Total Cubic Yards	Proposed Estimated Monthly TOTAL
D	Customer/CITY decision <i>(size dumpster / weekly frequency)</i>	Once bi-weekly	Once per week	Once per week	\$ _____ per Container Cubic Yard Collected	X 24,227	\$ _____
Landfill disposal fee <u>shall not</u> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

FORM 1: RATE(S) PROPOSAL TENDER FORM (page 5 of 8)

<u>RESIDENTIAL</u> and <u>SMALL COMMERCIAL</u> Service							
TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICE					Quantities and locations of pickups are subject to change from time-to-time during the term of the contract, or any extensions thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, special disability pull-out service, and provision and maintenance of toters are included within the proposed rate(s) below.		
GARBAGE / TRASH <i>(containerized)</i>	RECYCLING <i>(containerized)</i>	BULKY WASTE <i>(not containerized)</i>	YARD WASTE <i>(not containerized)</i>	ALTERNATE Combination for Respondent Price Proposal			
POSSIBLE CONTRACTED COLLECTION FREQUENCY					Proposed Monthly Rate per Account	Estimated Accounts	Proposed Estimated Monthly TOTAL
Respondent Optional Alternate					\$ _____ per account	X 8,253	\$ _____
Landfill disposal fee <u>shall not</u> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

<u>MULTIFAMILY DWELLING, COMMERCIAL ESTABLISHMENT</u> and <u>UNIQUE COMMERCIAL</u> Service							
TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICES					Quantities, locations, and frequencies of dumpster pickups are subject to change from time-to-time during the term of the contract, or any extension thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, and provision and maintenance of dumpsters/toters are included within the proposed rate(s) below.		
GARBAGE / TRASH <i>(containerized)</i>	RECYCLING <i>Optional (containerized)</i>	BULKY WASTE <i>(not containerized)</i>	YARD WASTE <i>(not containerized)</i>	ALTERNATE Combination for Respondent Price Proposal			
POSSIBLE CONTRACTED COLLECTION FREQUENCY					Proposed Rate per Container Cubic Yard Collected	Est. Monthly Avg. Total Cubic Yards	Proposed Estimated Monthly TOTAL
Respondent Optional Alternate	Customer/CITY decision <i>(size dumpster / weekly frequency)</i>				\$ _____ per Container Cubic Yard Collected	X 24,227	\$ _____
Landfill disposal fee <u>shall not</u> be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.							

FORM 1: RATE(S) PROPOSAL TENDER FORM (page 6 of 8)

Commercial LARGE COMPACTOR PULL and ROLL-OFF PULL Service

Proposed Rate per Pull	Estimated Monthly Number of Pulls	Proposed Estimated Monthly TOTAL
\$ _____ per Pull	X <u>42</u>	\$ _____

¹ Quantities, locations, and frequencies of pickups and sizes and numbers of compactors / roll-offs are subject to change, increase or decrease, from time-to-time during the term of the contract, or any extension thereof, at the sole discretion of the CITY.

² Collection of garbage/trash, recycling, bulky waste, yard waste, improperly placed and abandoned dumps of the same, are included within the proposed rate above.

³ Provision and maintenance of containers (compactors) is the responsibility of the customer.

⁴ Provision and maintenance of containers (roll-offs) is the responsibility of the CONTRACTOR.

⁵ Landfill disposal fee is not included in the proposed rate above. The CITY receives free landfill service per interlocal agreement with Jacksonville.

FORM 1: RATE(S) PROPOSAL TENDER FORM (page 7 of 8)

**SUMMARY of
ESTIMATED ANNUAL PROPOSAL**

Service Type	SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICES ALTERNATE COMBINATIONS of SERVICE (Garbage/Trash, Recycling, Bulky Waste and Yard Waste)Al				
	A	B	C	D	Respondent Optional
TYPE SERVICES	Estimated Monthly TOTAL	Estimated Monthly TOTAL	Estimated Monthly TOTAL	Estimated Monthly TOTAL	Estimated Monthly TOTAL
• Residential & Small Commercial					
• Multifamily Dwelling, Commercial Establishment, & Unique Commercial					
• Commercial Large Compactor & Roll-Off Pull					
Estimated Monthly SUB-TOTAL:					
	X 12 months	X 12 months	X 12 months	X 12 months	X 12 months
Estimated Annual GRAND TOTAL:					

¹ The CITY reserves the right to charge a FRANCHISE FEE on all services provided by the CONTRACTOR, or any portion thereof, as the CITY chooses from time-to-time. If and when the CITY chooses to impose a FRANCHISE FEE, the increase in rate to cover the additional costs to the CONTRACTOR shall be negotiated.

FORM 1: RATE(S) PROPOSAL TENDER FORM (page 6 of 8)

It is suggested that each fee rate at contract start should be apportioned as shown following:

- a. _____ percent (%) applicable to the Collection Component portion.
- b. _____ percent (%) applicable to the Fuel Cost Component portion.

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 RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	#	SECTION TITLE
[]	1.	Title Page
[]	2.	Table of Contents
[]	3.	Letter of Transmittal
[]	4.	FORM 1: RATE(S) PROPOSAL TENDER FORM (completed pages 81 thru 88)
[]	5.	FORM 2: PROPOSAL AWARD NOTICE FORM – (completed page 89)
[]	6.	FORM 3: REQUIRED DISCLOSURE FORM (completed page 90)
[]	7.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM (completed page 91)
[]	8.	FORM 5: NONCOLLUSION AFFIDAVIT (completed page 92)
[]	9.	Scope of Services Proposed
[]	10.	Qualifications and Competency
[]	11.	Equipment Availability & Capability
[]	12.	Financial Capability
[]	13.	Completed form W-9 request for tax payer Identification number and certification.

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

ADDENDA RECEIPT VERIFICATION

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

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

By: _____
Signature of Authorized Submitter

Title (typed or neatly printed)

FORM 2**PROPOSAL AWARD NOTICE FORM**

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 respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

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

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager and/or City Council for award of **RFP No. 11-1516** per the attached Proposal 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 respondent of the Proposal Award Notice from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP or combination of RFP 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 proposal.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Jason Phitides
Property & Procurement Division

FORM 4

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, 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 proposal 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 proposals 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
NONCOLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says that:

1. He (it) is the _____, of
the respondent that has submitted the attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all
pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent 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 respondent, firm or person to submit a
collusive or sham proposal in connection with the Contract for which the attached proposal 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 respondent firm, or person to fix the price or prices in the attached proposal or of any
other respondent or to fix any overhead, profit, or cost elements of the proposal price or the
proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance,
or unlawful agreement any advantage against other Respondents, or any person interested in the
proposed Contract;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other
of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____

Sworn and subscribed to before me this _____ day of _____,

20____, in the State of _____, County of _____.

_____, Notary Public

My Commission Expires: _____

**City of Jacksonville Beach,
Public Works Department**

Date: 9/8/2016 published

RFP #: 11-1516

**Collection, Disposal of Solid Waste and Recycling Services for
the City of Jacksonville Beach**

FORM 6

PERFORMANCE BOND

STATE OF FLORIDA)
 ss
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as Principal, hereinafter called CONTRACTOR, _____
_____ as Surety, hereinafter called Surety, are held and firmly bound unto the CITY of Jacksonville Beach as Obligee, hereinafter called CITY, in the amount of _____ Dollars
(\$_____) equal to 100% of the total contract price, for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 20____, entered into a Contract with CITY for:

CITY OF JACKSONVILLE BEACH

RFP Number 11-1516

COLLECTION, DISPOSAL OF SOLID WASTE AND RECYCLING SERVICES FOR THE CITY OF JACKSONVILLE BEACH

in accordance with Drawings and Specifications prepared by the City of Jacksonville Beach, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his obligations thereunder and shall indemnify the CITY and the Consulting Engineer and save either or all of them harmless against and from all costs, expenses and damages arising from the performance of said Contract or the repair of any work thereunder, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance with the following terms and conditions:

- A. The Principal and Surety jointly and severally agree to pay the CITY any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the CITY may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the said CITY may sustain on account of such work, or on account of the failure of said CONTRACTOR to properly and in all things, keep and execute all of the provisions of said Contract.
- B. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the CITY and shall provide that the CONTRACTOR guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the CITY, for the reasons above stated needs to be replaced, repaired or made good during that time, the CITY shall so notify the CONTRACTOR in writing. If the CONTRACTOR refuses or neglects to do such work within five (5) days from the date of service of such Notice, the CITY shall have the work done by others and the cost thereof shall be paid by the CONTRACTOR or his Surety.
- C. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.
- D. The surety represents and warrants to the CITY that they have a Best's Key Rating Guide General Policyholder's Rating of "_____" and Financial Category of "Class _____".

**City of Jacksonville Beach,
Public Works Department**

Date: 9/8/2016 published

RFP #.: 11-1516

**Collection, Disposal of Solid Waste and Recycling Services for
the City of Jacksonville Beach**

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ 20____, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

Signature of Authorized Officer (Affix Seal)

WITNESSES:

Title
Business Address
CITY State

SURETY:

WITNESS:

Corporate Surety

Attorney-in-Fact (Affix Seal)
Business Address
CITY State
Name of Local Insurance Agency

**City of Jacksonville Beach,
Public Works Department**

Date: 9/8/2016 published

RFP #.: 11-1516

**Collection, Disposal of Solid Waste and Recycling Services for
the City of Jacksonville Beach**

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary (Corporate Seal)

STATE OF FLORIDA)
 ss
COUNTY OF)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the _____.

Subscribed and sworn to before me this ____ day of _____, 20____, A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

ADDENDUM No. 1 (page 1 of 3)

The purpose of Addendum No. 1 to RFP 11-1516 is to make the following changes:

1. **ADD** paragraph to the bottom of **page 39** Section C: Technical Specifications to read:

"The current contractor provides and maintains free of charge to the CITY a 30-yard garbage/trash compactor on the CITY parking lot at 2nd St. N. and 2nd Ave. N. that is used by downtown businesses. The contractor is paid the fee per pull when the compactor is pulled, emptied and returned."

2. **REVISE** Section C: Technical Specifications on **page 46, items 3) and 4)**, as follows:

3) The frequency and collection schedule may be amended from time-to-time, to service any CITY-sponsored special events held at the City facility.

4) CONTRACTOR shall provide all these collection and disposal services for CITY locations **free of charge to the CITY**, including purchase, provision, maintenance and replacement of dumpsters, roll-offs, toters and all other receptacles, including a 30-yard compactor for collection from downtown businesses for which the fee per pull will be applicable.

3. **REVISE** Section C: Technical Specifications on **page 60, item 5)** to read:

5) CONTRACTOR shall purchase, provide, maintain and replace toters (and larger containers) to customers at no additional cost to the CITY or customer. The costs to purchase, provision, maintenance, replacement, collection, disposal, all servicing, profit, overhead and any and all other costs (direct and/or prorated) are included in the contract monthly unit price per account or the contract container cubic yard collected for Unique Commercial customers.

4. **ADD paragraph C to** Section C: Technical Specifications on **page 62**, to read:

C. Receptacles for the CITY. CONTRACTOR shall provide **free of charge** to the CITY the purchase, provision, maintenance and replacement of all receptacles – toters, roll-offs, dumpsters, a 30-yard compactor and any and all changes in the quantities of the receptacles necessary to collect CITY garbage/trash, recycling, bulky waste and yard waste.

5. **ADD** pages **72-A, 72-B,** and **72-C** after page 72 in Section C: Technical Specifications. See ATTACHMENT 1 to Addendum No. 1
6. **ADD** ATTACHMENT 2 to ADDENDUM No. 1 which includes memorandum describing: 2016-07-26 Memorandum: Rate Adjustments for Republic Services for Solid Waste Collection, Semi-Annual Review for Fuel Component dated July 16, 2016 and the List of Leased and Owned Compactors.

ADDENDUM No. 1 (page 2 of 3)

Question 1: *On page 72, Section C: Technical Specifications, item 14, CHANGE IN COST OF DOING BUSINESS, there was reference to “an appropriate Consumer Price Index (CPI)”. Will the CPI that will be applied to the fees be part of the negotiations?*

Answer 1: Yes, the appropriate Consumer Price Index (CPI) shall be negotiated. The CITY shall make the final decision.

Question 2: *On page 88, Section F: Forms, Form 1: Rate(s) Proposal Tender Form, seems different from the format prescribed on pages 73, 74, and 75 of Section D: Proposal Format. Which format shall be used?*

Answer 2: Use page 88 as a checklist against the format detailed on pages 73, 74, and 75. Additional paragraphs or sections may be added, as needed.

Question 3: *On page 75, Section D: Proposal Format, item 3, EQUIPMENT AVAILABILITY AND CAPABILITY, part A, 4), reads “The respondent goal for the average age of collection trucks by type for each year of the initial 6-year term”. Can you explain what you mean by the respondent goal?*

Answer 3: This refers to the respondent’s goal for its vehicle and equipment replacement program. The CITY’s requirement is for the CONTRACTOR to have well-maintained fleet vehicles and equipment – the key is to keep the service up.

Question 4: *Please confirm that the CONTRACTOR is not required to provide compactors to the commercial establishments.*

Answer 4: Confirmed, the CONTRACTOR does not have to provide compactors to the commercial accounts. The commercial establishments may lease their own compactors. However, the CONTRACTOR, shall provide the CITY a compactor, when required.

Question 5: *At the start of the contract, will the CITY charge a franchise fee?*

Answer 5: No. However, the CITY has the option to negotiate with the CONTRACTOR, should the CITY decide to charge a franchise fee in the future.

Since the CITY does not pay tipping fees, the CONTRACTOR shall not mix any waste collected from outside of the City of Jacksonville Beach.

The respondent’s proposed rate shall not include tipping fees for Jacksonville.

ADDENDUM No. 1 (page 3 of 3)

Question 6: *May the CONTRACTOR use the existing toters in the City of Jacksonville Beach?*

Answer 6: Yes, the CONTRACTOR may use the existing toters for garbage. The CONTRACTOR, however, shall keep an inventory of new toters, to be available to new customers or for lost, stolen or damaged toters.

The CONTRACTOR shall provide new recycling toters, at the initiation of the new contract, to replace the current recycling bins.

If the contract is awarded to a different vendor other than the current vendor, the new CONTRACTOR shall replace all the dumpsters, at the start of the agreement, all properly labeled with the new company name and the contact telephone number.

Question 7: *Shall the new CONTRACTOR haul out all the old recycling bins when the recycling toters are delivered to the customers?*

Answer 7: The CITY shall evaluate and determine if the CONTRACTOR will haul out all the old recycling bins. The CITY may decide to have customers indicate their preference, as some of them might wish to still use the recycling bins to carry items to the new recycling toters.

Question 8: *Is the CITY compactor a standard 30-yard capacity?*

Answer 8: Yes, the CITY compactor is a standard 30-yard capacity, and it loads from the side.

Question 9: *Will the CITY provide a list and schedule of City-sponsored special events for each year? The respondents wish to know the approximate number of toters, roll-offs and dumpsters that need to be provided, free-of-charge, to the CITY during these City-sponsored special events.*

Answer 9: The CITY shall provide an annual list of City-sponsored special events. The CITY shall also provide, as a historical background, the number of toters, roll-offs and dumpsters used during the City-sponsored special events in previous years.

Company Name: _____

Signed: _____

Print Name: _____ Title: _____

ADDENDUM No. 2 (page 1 of 3)

The purpose of Addendum No. 2 to RFP 11-1516 is to address the following questions:

Question 1: Pg. 7, Paragraph 5: Contract Award- Designate Primary & Secondary Contractor
Does this provision allow the City to make an award to two vendors where one vendor is servicing residential accounts and the other vendor is servicing commercial accounts?

Answer 1: Yes, if it is in the best interests of the CITY.

In the past 20 years, it has been in the best interests of the CITY to award both residential and commercial accounts to one vendor for servicing.

Question 2: Pg. 7, Point 6. Contract Term
Will the city allow for adjustments due to extraordinary changes in the cost of doing business?

Answer 2: Yes. The following is added to page 72-C.

25. UNUSUAL CHANGES OR COSTS The CONTRACTOR may petition the CITY at least 60 days prior to the anniversary date of the contract for rate adjustments at reasonable times on the basis of unusual changes in the cost of doing business, such as revised laws, ordinances, or regulations, changes in location of disposal sites or changes in disposal charges. Disposal charges (such as landfill tipping fees) are not a part of this contract. Final decision on adjustments due to unusual changes or costs is at the sole discretion of the CITY.

Question 3: Pg. 30. Z. Recovered Materials
Will the city consider removing glass from the Recovered Materials list?

Answer 3: No.

Question 4: Pg. 31. II. Special Disability Pull Out Service
What is currently being used to produce an identification marker on the pavement?

Answer 4: Spray paint of a symbol similar to:



Question 5: Pg. 39 Garbage/Trash ROLL-OFFs
What sizes of Roll-offs will the city require at each site?

Answer 5: 30 cubic yards

ADDENDUM No. 2 (page 2 of 3)

Question 6: Pg. 44. 2) Commercial Customers

For the commercial accounts, can the city provide the current services being provided by service day, size and frequency?

Answer 6: For **Small Commercial** and **Unique Commercial**, see Alternate Combination A, page 41.
For **Commercial Establishment**, see Alternate Combination A, page 43.

Question 7: Pg. 45 D, 1) Free City Services

What are the current types, sizes and frequency of these containers?

Answer 7: For current types and sizes, see page 39.

For current frequency:

- for Dumpsters and Roll-offs, see page 39.
- for Garbage/Trash Toters and Recycling Toters, see Alternate Combination A on page 41

Question 8: Pg. 46 D, 6) Used Tires

Can the city provide the history of tire disposal?

Answer 8: On average about 150 tires per year.

Question 9: Pg. 50 F. Disaster Services

Will the city reimburse the contractor for these services?

Answer 9: For a particular disaster event, if the CITY chose to implement the provision of sub-paragraph F.1) where a sub-contractor of the CONTRACTOR is to be utilized for disaster response, then reimbursement would be considered and mutually agreed prior to issuance of Notice to Proceed. In the past 20 years, the CITY has not implemented such a provision when disaster recovery was necessary.

Question 10: How many residential garbage routes does the contract currently run per week?

Answer 10: Pages 35 and 36 shows the information that the CITY has. The contractor determines the residential routes and the CITY does not have that information.

ADDENDUM No. 2 (page 3 of 3)

Question 11: On page 75 you request written evidence from the surety stating that the contractor has the ability to fulfill the required \$1,000,000.00 Performance Bond, however the amount of the required performance bond stated elsewhere in the RFP and hard coded into the actual bond form is 100% of the full contract. Can you please confirm the correct amount needed? Is it \$1 million or 100% of the contract?

Answer 11: The correct amount is 100% of the contract.

Paragraph 4 FINANCIAL CAPABILITY on Page 75 part a) is hereby amended to read as follows:

" Include written evidence from surety stating that CONTRACTOR has the ability to fulfill the required Performance Bond, if awarded the Contract".

For sufficient response to this RFP, Respondents only need to show proof of the ability to obtain such bond. The surety bond must be provided within 10 days after receiving notice of contract award.

Question 12: Please confirm that Form 6, pages 93-95, does not need to be submitted unless awarded the contract. This was stated in the pre-bid meeting but not yet addressed in an addendum.

Answer 12: Form 6 is not submitted with the proposal.

However, per page 75, sub-paragraph 4.a), the respondent is to submit with the proposal written evidence from surety that the respondent has the ability to fulfill the required Performance Bond if awarded the Contract. This means providing a properly executed Form 6 soon after Contract award.

Question 13: I understand that the house count of 8221 includes commercial hand pickups. Could you please tell me how many are residential and how many are commercial?

Answer 13: 7893 residential and 328 commercial

Company Name: _____

Signed: _____

Print Name: _____ Title: _____

Attachment B

Modifications to Specifications

ATTACHMENT “B”

MODIFICATIONS to the SPECIFICATIONS

Article B-1. Selected Service Levels for Solid Waste and Recycling Collection and Disposal.

B-1.1 Residential, Small Commercial and Unique Commercial customers:

Description	GARBAGE / TRASH	RECYCLING*	BULKY WASTE	YARD WASTE
Pickup Frequency	Twice per week	Once per week	Once per week	Once per week
Toter Sizes 1. Primary 2. Optional	95-gallon 65-gallon	65-gallon 95-gallon	N/A N/A	N/A N/A
* Recycling is “ <u>open market</u> ” and “ <u>optional</u> ” for Small Commercial and Unique Commercial customers.				

B-1.2 Multifamily Dwelling and Commercial Establishment customers:

Description	GARBAGE / TRASH	RECYCLING ¹	BULKY WASTE	YARD WASTE
Pickup Frequency	Customer/CITY decision (size dumpster / weekly frequency)	Once per week	Once per week	Once per week
Toter Sizes 1. Primary 2. Optional	N/A N/A	95-gallon 65-gallon OR	N/A N/A	N/A N/A
Dumpster Sizes	2, 4, 6 or 8 cubic yards	2, 4, 6 or 8 cubic yards	N/A	N/A
¹ Recycling is “ <u>open market</u> ” and “ <u>optional</u> ” for Commercial Establishment customers and “ <u>optional</u> ” for Multifamily Dwelling customers.				

ATTACHMENT “B,” Contract Agreement for RFP
No.11-1516 City Of Jacksonville Beach, Public Works
Effective Date: 2/6/2017

TITLE: Collection, Disposal of Solid Waste and Recycling
for the City of Jacksonville Beach

Term: 6 years

End Date: 2/5/2023

Article B-2. FEE RATES at Contract Start (Full, Collection Component and Fuel Cost Component) and ADJUSTMENT INDICES.

	<u>Contract Start Full Rate</u>	<u>Unit of Measure</u>	<u>Contract Start Collection Component (85.8%) of Full Rate ⁴</u>	<u>Contract Start Fuel Cost Component (14.2%) of Full Rate ⁵</u>
B-2.1 Residential, Small Commercial and Unique Commercial Service ¹	\$ 13.74	Monthly Rate per Account	\$ <u>11.79</u>	\$ <u>1.95</u>
B-2.2 Multifamily Dwelling, Commercial Establishment Service ²	\$ 3.45	Rate per Container Cubic Yard Collected	\$ <u>2.96</u>	\$ <u>0.49</u>
B-2.3 Large Compactor Pull Service and Roll-off Pull Service ³	\$ 325.00	Rate per Pull	\$ <u>278.85</u>	\$ <u>46.15</u>

¹ The CITY provides to CONTRACTOR the number of accounts on a quarterly basis, which is to be used in monthly billing and payment. The CITY shall have final determination if agreement cannot be reached during a particular billing and payment period.

² The CITY and the CONTRACTOR are to verify garbage/trash service locations, dumpster sizes, pickup frequencies and extra pickups each month before billing and payment. This rate is to be applied to Bulky Waste service for Unique Commercial customers and to recycling services for Multifamily Dwelling, Commercial Establishment, Small Commercial and Unique Commercial customers. The CITY shall have final determination if agreement cannot be reached during a particular billing and payment period.

³ The CITY and the CONTRACTOR are to verify service location(s) and number of pull(s) each month before billing and payment. The CITY shall have final determination if agreement cannot be reached during a particular billing and payment period.

⁴ The current Collection Component of each current Fee Rate may be adjusted, up or down, by applying the selected Consumer Price Index once per year, on or about the contract start date anniversary, with the adjusted Collection Component effective the 1st full calendar month after the contract start date anniversary. The selected Consumer Price Index for this contract is the **Consumer Price Index (CPI) – All Urban Consumers, Series ID: CUUR0000SEHG02 Not Seasonally Adjusted, Area: U.S. City Average, Item: Garbage and Trash Collection, Base Period: December 1983 = 100**. The CITY shall have final determination if agreement cannot be reached during a particular adjustment period event.

⁵ The Contract Start Fuel Cost Component of each current Fee Rate may be adjusted up or down, twice per year at six-month intervals, by multiplying with the ratio derived from dividing the current 6-month Index Fuel Price by the Base Fuel Price. The Base Fuel Price shall equal the Contract Start Index Fuel Price plus ten percent (10%), which shall remain constant during the contract, unless a change is mutually agreed. The Contract Start Index Fuel Price and the 6-month Index Fuel Price(s) are derived from the “**U.S. On-Highway Diesel Prices, Lower Atlantic (PADD1C), U.S. Energy Information Administration**” on the last week of the last full month of the previous / ending 6-month period. The adjusted 6-month Fuel Cost Component is effective the 1st full calendar month after the adjustment is calculated or the end of the previous 6-month period, whichever is later. The CITY shall have final determination if agreement cannot be reached on a particular adjustment period event.

⁶ Each current Full Rate Fee shall equal the current Collection Component plus the current adjusted 6-month Fuel Cost Component. The CITY shall issue a memorandum, agreed / acknowledged / signed by CITY and CONTRACTOR every 6-month period stating the effective current Full Rate Fees, when there is a change in any of them. The CITY may issue a memorandum under only the CITY signature if it determines in its sole discretion that it is necessary.

Article B-3. CONTRACTOR Service Plan Overview.

	Total # Routes	Different Collection Area Routes within Jacksonville Beach				
		Monday	Tuesday	Wednesday	Thursday	Friday
Garbage/Trash	2	G-1	G-2	---	G-1	G-2
Recycling	5	R-1	R-2	R-3	R-4	R-5
Yard Waste	5	Y-1	Y-2	Y-3	Y-4	Y-5
Bulky Waste	4	B-1	B-2	---	B-3	B-4
¹ Applies to Residential, Small Commercial and Unique Commercial customers. ² Bulky Waste & Yard Waste Collection for Multifamily Dwelling and Commercial Establishment customers will be integrated into / around these area routes.						

Article B-4. CONTRACTOR's Assignment of Field Supervisor(s).

The CONTRACTOR is assigning one Field Supervisor dedicated to supervise and coordinate:

- All collection and disposal services to Residential, Small Commercial and Unique Commercial customers, and
- The collection and disposal services for bulky waste and yard waste for Multifamily Dwelling and Commercial Establishment customers.

The CONTRACTOR's dedicated Field Supervisor is to coordinate closely with the CONTRACTOR's Commercial supervisors and collection drivers to resolve all service concerns from Multifamily Dwelling and Commercial Establishment customers.

Article B-5. Supervision of Contract Performance.

The CONTRACTOR's performance of this Contract shall be supervised by the CITY. If at any time during the life of the contract, performance satisfactory to the CITY shall not have been made, the CONTRACTOR, upon notification by the CITY, shall increase the force, tools and equipment as needed to properly perform this Contract. The failure of the CITY to give such notification shall not relieve the CONTRACTOR of his obligation to perform the work at the time and the manner specified by this Contract.

Article B-6. Contaminated Recycling, Yard Waste, Bulky Waste and/or Garbage/Trash.

CONTRACTOR assumes all responsibility for collected recycling no matter what is collected and/or how the collected recycling is contaminated. The CONTRACTOR is not authorized any additional fee(s) from the CITY and/or is not authorized to pass through any additional costs to the CITY, whatsoever, for handling and disposing of contaminated recycling. The same applies to collected contaminated yard waste, bulky waste and/or garbage/trash.

Article B-7. Modification to Schedule of Payments
for Unique Commercial Solid Waste Collection and Disposal Service.

2. SCHEDULE OF PAYMENTS (*modification to page 70 of 95, RFP 11-1516*)

B. For **Unique Commercial Collection & Disposal Service**, based on the following for each customer location [*replace subsection 1) as shown following*]:

~~1) For each size of garbage/trash toter:~~

- ~~MULTIPLY the total number of monthly dumps BY the total number toters BY the toter gallon size BY 0.0049 (*conversion for cubic yards per gallon*) BY the contract unit price per container (dumpster) cubic yard collected.~~

1) For garbage/trash toter(s):

- MULTIPLY the average number of unique customer account locations serviced BY the contract monthly unit price per unique customer account location.

2) For each size of recycling toter:

- MULTIPLY the total number of monthly dumps BY the total number toters BY the toter gallon size BY 0.0049 (*conversion for cubic yards per gallon*) BY the contract unit price per container (dumpster) cubic yard collected.

3) For bulky waste:

- MULTIPLY the total number of monthly pickups BY the estimated Constant Volume of Bulky Waste (cubic yards) BY the contract unit price per container (dumpster) cubic yard collected.

(The CITY shall be final approval of the estimated Constant Volume of Bulky Waste to be used for each individual customer account location, which may vary from time-to-time at the CITY's sole discretion.)

The payment shall cover all services inclusive of the collection and disposal of Garbage/Trash, Recycling, Bulky Waste and Yard Waste, and prorated portion of all other costs, expenses, overhead, profit, etc., of the CONTRACTOR to fulfill all the requirements in the contract.

Article B-8. Assignment and Change of Control

CONTRACTOR shall make no assignment of its rights or obligations under the Agreement without first obtaining the written consent of the CITY, which may be granted or withheld in the CITY's sole discretion. In the event CONTRACTOR is a corporation, partnership or legal entity, there shall be no change in the direct or indirect legal or factual control of such entity without first obtaining the written consent of the CITY. A change of legal control includes, but is not limited to, a transfer of ownership of over 25% of the CONTRACTOR or any person or entity owning a 25% or greater interest, direct or indirect, in the CONTRACTOR.

B-5.1 Neither this Agreement, nor any portion thereof, shall be assigned except with the prior written consent of the CITY, which may be withheld for any reason. No such consent will be construed as making the CITY a party of or to such transfer or assignment, or subjecting the CITY to liability of any kind to any subcontractor. Assignment, Changes of Ownership or Subletting of Contract shall be by a direct or indirect gift, assignment, voluntary sale, merger, consolidation or otherwise, of twenty-five percent (25%) or more at one time, of the ownership or controlling interest of CONTRACTOR, or fifty percent (50%) cumulatively over the term of the Agreement of such interest to a corporation, partnership, limited partnership, trust, or association, or person or group of persons acting in concert or a change in control. Transfer shall not include any transfer or assignment to a person controlling, controlled by, or under the same common control as the CONTRACTOR at the effective start date of this Agreement. Moreover, Transfer shall not mean a public offering issuance, which either changes the contractor status from a privately held corporation to that of a publicly held corporation or which is intended to provide additional capitalization for the CONTRACTOR, provided the public offering does not result in a change in CONTRACTOR's management personnel. If an assignment or transfer of this Agreement is granted by the CITY, the CONTRACTOR will pay the CITY an assignment/transfer fee in the amount of twenty-five thousand dollars (\$25,000.00) for the first assignment/transfer and one hundred thousand dollars (\$100,000.00) each for all subsequent assignments/ transfers upon such CITY consent for said assignment or transfer.

B-5.2 The foregoing notwithstanding, in the event of any strike, lockout, labor trouble or dispute involving the CONTRACTOR under this Agreement, the CITY agrees to fully cooperate with the CONTRACTOR in any temporary assignment or subcontract as may be necessary to continue to provide the services required by this Agreement. Under this provision, there will be no transfer fee as stated in the paragraph above, but in no event will the transfer under this provision exceed ninety (90) days.

B-5.3 No assignment or subcontract shall, under any circumstances, relieve the CONTRACTOR of the liabilities and obligations under this Agreement, and despite any such assignment, the CITY shall deal through the CONTRACTOR. Subcontractors shall be dealt with as employees and representatives of the CONTRACTOR and, as such will be subject to the same requirements as to character and competence as are other employees of the CONTRACTOR.

Attachment C

CONTRACTOR Response to RFP No. 11-1516 to include:

Cover Letter

Scope of Services Proposed

Qualifications and Competency

Equipment Availability and Capability

Pricing

Required Forms.



October 26, 2016

City of Jacksonville Beach
1460-A Shetter Avenue, 1st Avenue
Jacksonville Beach, FL 32266

Re: Response to RFP No. 11-1516

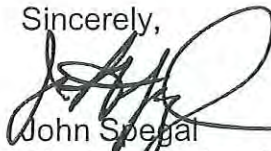
Dear City of Jacksonville Beach City Council:

Advanced Disposal Services Jacksonville, LLC, ("Advanced Disposal") is pleased to submit the attached response to your proposal for the City's Solid Waste and Recycling Collection and Disposal Services Program. As an officer of the corporation I am authorized to sign and submit the attached proposal response and have the ability to bind our company by signature. I have also attached a Secretary's Certificate for your reference. I am the Chief Operating Officer and have the oversight responsibility for the operations of the company should we be awarded the contract. I am appointing Greg Huntington, Municipal Market Manager as the contact person for our firm. Greg is available to meet with you or your representatives concerning this proposal, to answer any questions you may have or provide any additional information you may request. Greg's contact information is listed below:

Greg Huntington
Municipal Market Manager
Advanced Disposal Services Jacksonville, LLC
90 Fort Wade Road
Ponte Vedra, FL 32081
Phone: (904) 322-0677
Email: Greg.Huntington@AdvancedDisposal.com

I am confident that you will have a favorable response to the proposal response that we have provided here. If after reviewing our response, you have any questions or require any additional information, we would be pleased to meet with you to discuss your questions. Thank you for allowing Advanced Disposal the opportunity to present this bid response. We look forward to reviewing our bid submittal with you and your staff.

Sincerely,


John Spegal
Chief Operating Officer

SECRETARY'S CERTIFICATE

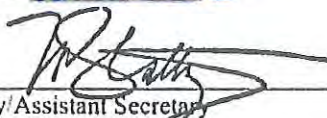
On behalf of ADVANCED DISPOSAL SERVICES JACKSONVILLE, LLC, (the "Company"), the undersigned does hereby certify in his/her capacity as Secretary/Assistant Secretary of the Company that:

The officers shown below are duly elected or appointed, qualified and acting officers of the Company holding the office indicated below, and each of them is authorized to execute and deliver agreements, documents and written instruments necessary or required in connection with the RFP and all related agreements, documents, certificates and instruments on behalf of the Company.

<u>Name</u>	<u>Title</u>
Richard Burke	Chief Executive Officer
John Spegal	Executive Vice President and Chief Operating Officer
Steven R. Carn	Executive Vice President and Chief Financial Officer, Treasurer
William Westrate	Executive Vice President and Chief Administrative Officer
Michael Slattery	Executive Vice President, General Counsel and Secretary
Matthew Gunnelson	Chief Accounting Officer, Assistant Treasurer
Randy Arnold	Senior Vice President of Operations & Landfills
William Soffera	Senior Vice President - Special Projects
Tammy Wilson	Senior Vice President of Sales & Marketing
Dave Lavender	East Regional Vice President
Charlie Gray	South Regional Vice President
Dan DeWaard	Midwest Regional Vice President
Mark Nighbor	Vice President of Marketing and Communications
Marti Dickman	Vice President of Risk Management
Glenn Guest	Vice President of Corporate Human Resources
Chad Mark	Vice President of Procurement and Technology
Melissa Bachhuber	Vice President, Associate General Counsel, Assistant Secretary
Megan Ouzts	Vice President, Associate General Counsel
Jeffrey Everett	Vice President, Associate General Counsel, Assistant Secretary
Don Neukam	Vice President of Business Development & Strategic Planning
Bob Chizmar	Vice President of Tax
Brian Beaudrie	Vice President of Maintenance
Matthew Nelson	Vice President of Finance & Investor Relations
Zachary Salata, CPA	Vice President of Financial Reporting
Alan Lovett	Vice President of Internal Audit
Rocky Gupta	Vice President of Information Technology
Matthew Morrell	Vice President of Financial Planning & Analysis
Jay Warzinski	Vice President of Landfill Operations
Chris Diaz	Controller and Director of Finance and Accounting

The principal place of business of the Company is 90 Fort Wade Road, Ponte Vedra, Florida 32081.

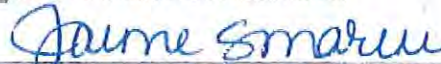
IN WITNESS WHEREOF, I have executed this Secretary's Certificate on 10.26.2016

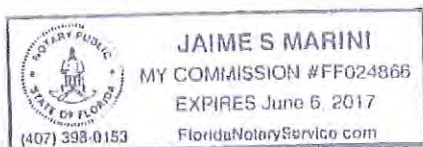

Secretary/Assistant Secretary

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 26th day of Oct, 2016 by Michael Slattery.
He/She is personally known to me or has produced a driver's license as identification.

NOTARY SEAL

Notary: 
Print Name: Jaime S. Marini
Notary Public, State of FLORIDA





Scope and Services Proposed: Jacksonville Beach

Advanced Disposal recognizes that the success of a new program begins with communication. We will communicate regularly with Jacksonville Beach staff and residents through face-to-face meetings, community events, informational brochures, advertising (if needed) and local media. Trained customer care representatives will be ready to provide special attention to questions and concerns from residents and commercial businesses regarding the program and collection schedules. We will continually provide updates of our implementation progress along with meeting regularly with staff to ensure effective implementation and to make adjustments to the plan as necessary. Well in advance of the release of the RFP, Advanced Disposal utilized its resources to evaluate how the current hauler was performing the services. This evaluation included route audits, where we followed the current hauler around on various routes to identify certain streets that may require special attention when servicing, such as tight alleyways and low hanging branches or powerlines. If awarded the contract, this preparation effort will prove to be invaluable in providing for a smooth transition. Below will explain the necessary steps that will be taken in order to successfully transition services and perform the service specification listed in the Technical Specifications.

Schedule of Major Tasks: Work plan/ Technical Specifications

Advanced Disposal will immediately mobilize key management personnel to expedite the implementation plan, in any new service area, as outlined below.

First Phase: Upon award and execution of the contract the following processes will occur immediately:

- All operations will be mobilized out of our existing Jacksonville, FL location located at 7580 Philips Hwy. Jacksonville FL. 32256.
- Acquire additional permits (if applicable).
- Meet with Jacksonville Beach solid waste key personnel to understand their communication preferences, develop a communications plan and coordinate production of informational and communication materials to be distributed to Residential and Commercial customers regarding the Primary Phase Services as described in the RFP
 - Detailed information for establishing service, collection days, proper preparation of waste, cart deliveries, holiday schedules and other special services and contact numbers.
- With regards to Commercial Accounts, Field Reps will verify the service addresses within the awarded service area.
 - Verify each property address from the City provided property identification listing, notating additions, deletions, modification and any unique service or safety considerations.
- Establish collection routes and corresponding collection days for each material collected.



- Roll-out communication plan by effectively communicating key elements to all City Residential and Commercial customers via direct mail, digital advertising or personal visits.
- Select lead drivers for primary routes, while also screening, hiring and training drivers: All drivers and helpers will be trained on all routes within the awarded service area at least 1 month prior start date.

Secondary Phase: Upon award and execution of the contract the following processes will occur within thirty (30) days.

- Take receipt of all collection vehicles, inspect and install safety and other operational equipment
 - Enhanced lighting and reflective package
 - Spill kits, brooms and shovels
- Train drivers and additional customer service personnel.
 - All drivers will go through a customized training program for the Jacksonville Beach service contract.
 - Experienced drivers will be skilled in safe and efficient operations of their new collection vehicles and modified routes. Drivers will begin dry runs on their assigned routes. Customer care personnel will be trained in the secondary contract program requirements in order to provide helpful information to residents and businesses.
- Develop cart delivery program and timeline with a communications component to ensure that your residents understand what they are receiving and its proper use. Deliver carts to all residences, prior to the service start date and develop a standard program to swap out large containers for smaller ones if requested.
 - Carts will be ordered upon award of the contract
 - Property will be secured close to the service area where the carts will be delivered
 - Contractor will be hired to deliver all carts using the routes created
 - Supervisors will audit all deliveries to ensure they have been completed
 - Cart are expected to be received 30 days after contract award and will be deliver over the next 2 weeks after arrival.

Service Phase: Upon award and execution of the contract the following processes will occur daily. Advanced Disposal will effectively service the City of Jacksonville Beach utilizing the tools below.

Management Team

Advanced Disposal's greatest strengths lie in our mission of Service First, Safety Always and a decentralized management structure, which allows our seasoned management team to make quick decisions for the benefit of our customers.

- Service and safety-oriented organization from bottom to top, left to right. We are 'mission directed'.
- Customer service focused – we are highly committed to excellence in customer care.



- Decentralized management structure with corporate guardrails that allows local teams to make operational decisions for the best interest of our customers.
- Experienced company with seasoned, highly respected management at all levels.

We have selected a first class team to lead the Jacksonville Beach municipal contract, all which already work in Jacksonville and know the beaches area.

Communication

Advanced Disposal's internal communication process is the key to ensuring a proactively-focused approach for achieving the daily objectives in Jacksonville Beach's Scope of Services. Our internal communication is guided by Advanced Disposal's overall strategic plan for **zero** customer service issues and facilitating immediate response should an exception arise. Clear concise personal communication is the bedrock of our success. Our field based services highlights the use of technology that closes the loop, ensuring compliance will always be the management team's primary responsibility. Our array of tools to achieve this clear, timely' and reviewable communications process includes:

- Trux™ Management Software for dispatch functions
 - Institute of Information Technology (ITT) Route System (route optimization for high-density residential and commercial service)
- DriveCam® Video-based Safety Monitoring
- Lytx® GPS Fleet Tracking' and both handheld and vehicle mounted mobile communication devices.
- ControlMaxx™ (contact center solution)

Our process is based on clearly delivering the requirement needs of the City to our frontline employees before the start of each day in our daily "huddle" meeting. This communication takes place in person and is led by the Route Supervisor or their designee. At this time, any special requests or instructions for the day will be communicated to the crews verbally and will also be part of the work orders handed to them. These work orders are verified upon completion and acknowledged by the driver in the field.

To ensure routes have been completed, drivers check in with dispatch from the field via a mobile device. The dispatcher confirms all work orders have been completed and any issues assigned throughout the day have been addressed. Once all issues are closed, the Supervisor is contacted to clear the route for that service day. The Supervisor, being in the field, will certify the route as complete and all requirements for service that day have been addressed. Only then may the driver leave the service area.

A crucial component to the closed loop strategy is an effective driver debriefing upon their return to our designated Operating Facility. At this point our practice of redundancy will review all work orders and issues that arose during the day and allow the driver to communicate any issues and proactively address opportunities for safer or improved service delivery. This time also allows for communicating equipment issues that will help improve our customer's service experience. These items are entered into our system and will remain open until reviewed by supervisors and management. At this point, the Operations Manager or their designee certifies the requirements for the day have been met and gives the final release of the route.



Technology

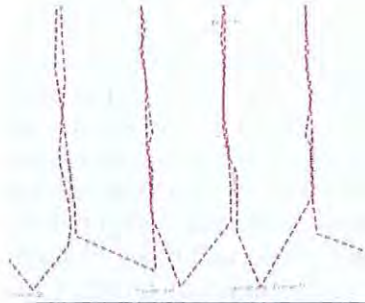


The safe, high quality, uniform service delivery the City of Jacksonville Beach expects requires state-of-the-art technology and the dedicated people behind it to deliver professional results. Our team relies predominantly on GPS Fleet Tracker, Trux™, DriveCam®, and Dossier Fleet Maintenance software to assist them. While there is no substitute for the expertise of a field leader, these tools are available remotely, bringing levels of oversight not possible on the ground and help our team deliver world-class service to our customers.

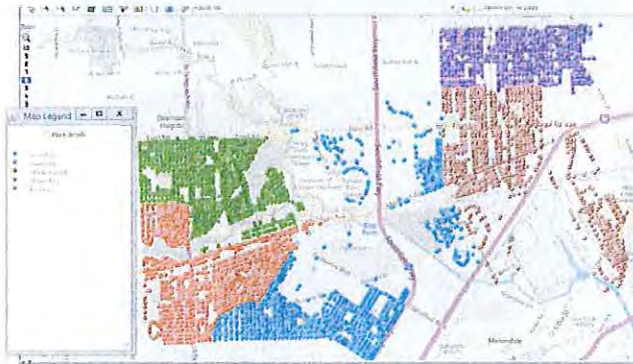
GPS Fleet Tracker gives us much more than real time and historical information about a truck's location. This web-based technology is indispensable when it comes to service delivery and is accessible from the field and office. Like traditional GPS, Fleet Tracker is a great tool that not only gives us the date and times a truck was at a particular stop but provides us a graphic 'breadcrumb' trail showing the actual route being taken by the crew and the speed the vehicle was traveling at every point. This helps with the traditional questions of *'what time was the truck there'* or *'he missed my whole street'*.

This information provided by standard GPS is helpful but reactive whereas our Fleet Tracker does more and is a proactive tool that helps us manage and prevent route issues. Our system has warning alarms indicating excessive idle times, going outside a predetermined route area, and even speeding alarms. The real world benefits of this kind of monitoring allows our dispatchers and supervisors to keep a finger on the pulse of all routes and ensure trucks are where they need to be to complete their routes in the allotted time. Geo-Fencing allows us to set up areas where our truck should be by certain times. If a route doesn't hit that point on schedule, we know about it and can address the situation or move additional resources in as necessary. When a truck spends too much time at one location we are alerted to a possible performance issue. Speeding alarms and reports are invaluable at identifying a risky behavior and allow us to issue corrective action without having to personally witness the event.





Trux™ is an operational and financial management tool that allows for web access as well. All operational information is loaded onto the database and provides instant access to routing, dispatch, scheduling, and billing information. All inquiries and work orders are entered into the system and allow visibility to work scheduled and issues requiring follow up. The TRUX™ system ensures our drivers, dispatch, and management to know when an issue demands immediate attention. The database and historical functionality allows for our team to review trends and help identify routes, drivers or locations that may have issues that may require corrective action with alternate solutions to achieve better service delivery.



Statistics (Weekly)								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Wt	271854.0	224542.0	226936.0	246695.0	257208.0			1225335.0
By frequency								
F11:00h								
F12:00h	7133	5979	5672	6492	8768			33972
F13:00h								
F14:00h								
F15:00h								
F16:00h								
F17:00h								

DriveCam® is the cornerstone of our safety program. Ensuring we operate at the highest level of safety isn't just a requirement of our customers; it is at the core of everything Advanced Disposal does. Classroom training and safety briefings are important, but this technology allows us to view and hear the actions that occur in the cab and outside the vehicle by mounted



cameras. The device contains an accelerometer that measures sudden movements such as rapid deceleration or other forces. The device records continuously, but only saves audio and video if there is an event such as hard braking, sudden deceleration, or sway. In those cases, the device saves the video from eight seconds prior to the event and four seconds after the event. The event is then reviewed by the supervisor and driver for coaching purposes. The face to face coaching provides the ability for drivers to view themselves and how they reacted to circumstances on the road and allows for real world training and facilitates behavior modification. This type of training addresses real driving habits and is specific in nature to a driver. Historical data identifies driver trends and helps us formulate topical safety campaigns to address real and specific issues in our community. Implementation of DriveCam™ has reduced incidents and made the streets safer for everyone.



Dossier Fleet Maintenance software helps us operate our trucks safely and organizes our preventative maintenance program to minimize downtime and service interruptions. Repairing equipment is reactionary and means a service failure has probably already occurred. Maintaining a vehicle is a scheduled approach to minimize or eliminate downtime or breakdowns on route. Our professional technicians and management use Dossier to keep our equipment maintained at their appropriate service intervals. Repairs are also tracked and reviewed. This in-depth tracking gives us the ability to identify issues and trends that lead to down time and service interruptions. By understanding these trends and root causes we can proactively address issues and maintain a vehicle. The effective use of this system gives us insight into probable equipment failure lowering the likelihood of a truck breaking down in the middle of a route.

Prevention & Recovery

Proactive Customer Service Advanced Disposal strives for **zero** customer service issues as its standard and trains all personnel on the necessary processes required to ensure execution and the best possible outcomes. Monitoring is the key for an efficient recovery system and the



Trux™ system plays a vital role in the capture, monitoring, and resolution of service issues. Once reported, our standardized response plan helps identify the next steps for what needs to be done and ensures uniform resolution in a timely manner. The 'Customer Issue' is opened in the system and will remain 'open' until resolution.

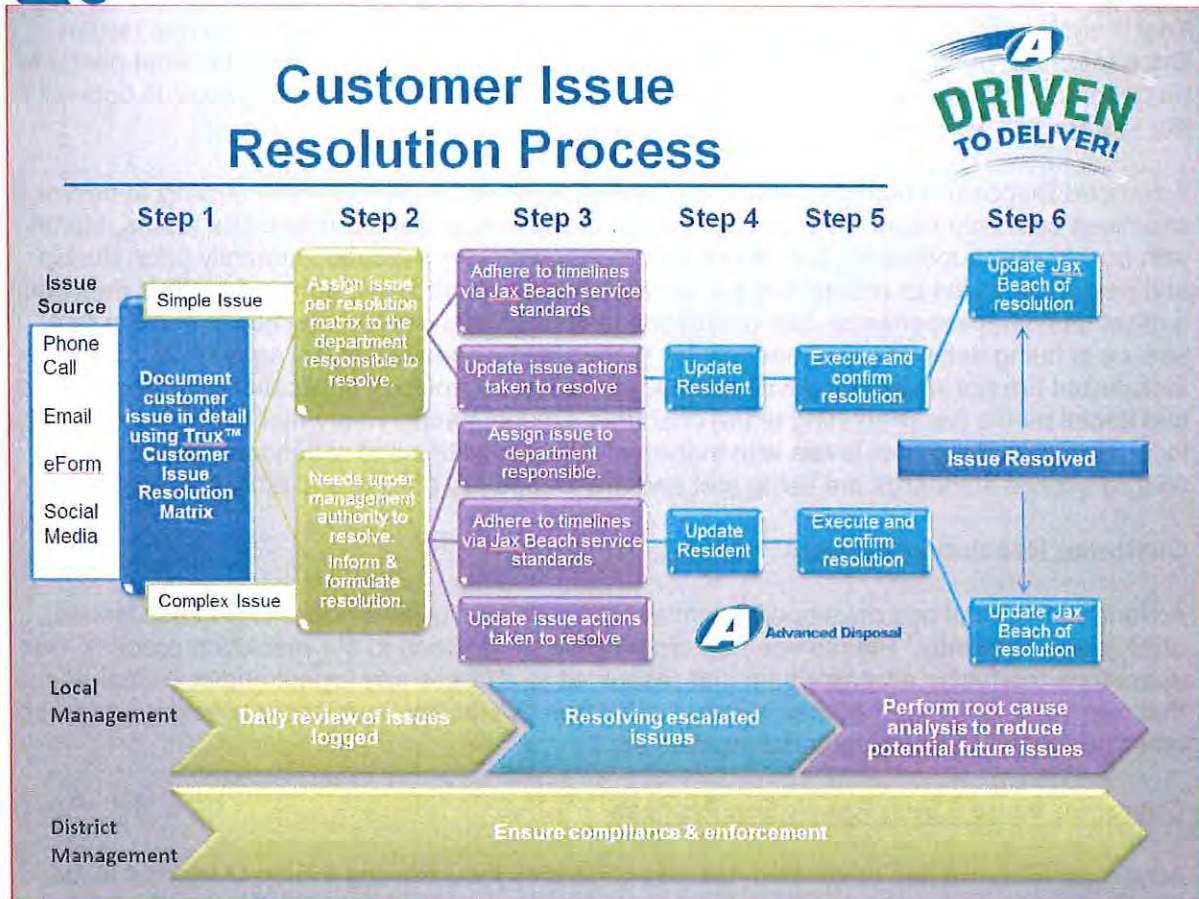
Advanced Disposal is highly committed to excellence in customer care and striving to deliver a seamless customer experience through personalized and efficient service. Our teams, starting with our drivers, supervisors and operations managers communicate constantly prior, during and post their routes to ensure that the service standards are being adhered to, thus delivering a great customer experience. Our operations team monitors several sources to confirm that service is being delivered and meeting the requirements specified in the agreement. Sources include but are not limited to; driver reports, all vehicle technology applications, customer care and social media (via marketing team) channels. Ongoing supervisory monitoring occurs at the local, district and regional levels with individual responsibilities and redundant processes to ensure service standards are being met and any issues are quickly and efficiently addressed.

Customer Resolution Process

Advanced Disposal has developed a formal customer resolution process to address issues quickly and efficiently. Please see flow chart below. In addition to our resolution process, our operations team also allocates time and resources to address any urgent and/or critical needs that may arise (back-up vehicles, second shift team availability, mutual-aid arrangements with other Advanced Disposal regional facilities etc.).

Customer Issue 6 Step Resolution Process

Advanced Disposal has developed, tested and utilizes the following 6 Step Customer Issue Resolution processes for simple and more complex issues. During both issue resolution processes local management reviews issues logged daily, resolved escalated issues and performs a root cause analysis to reduce potential future incidents. District management ensures compliance/enforcement of the resolution process and resource support to the local teams.



Simple Issue

1. Customer Care documents the customer issue in detail (as well as the source) using Trux™ Customer Issue Resolution Matrix.
2. Assign issue per resolution matrix to the department responsible to resolve.
3. Adhere to timelines via Jacksonville Beach service standards and document/update Trux™ with the issue actions taken to resolve.
4. Update the resident with the resolution action plan.
5. Department executes the action plan and customer care confirms it has been resolved.
6. Advanced Disposal updates Jacksonville Beach that the issue has been resolved.

Complex Issue

1. Customer Care documents the customer issue in detail (as well as the source) using Trux™ Customer Issue Resolution Matrix.
2. Needs upper management authority to resolve. Inform and formulate resolution.
3. Assign issue per resolution matrix to the department responsible to resolve, adhere to timelines via Jacksonville Beach service standards and document/update Trux™ with the issue actions taken to resolve.
4. Update the resident with the resolution action plan.



5. Department executes the action plan and customer care confirms it has been resolved.
6. Advanced Disposal updates Jacksonville Beach that the issue has been resolved.

Missed pick-ups, spills, litter, and damage issues are immediately communicated to the Route Supervisor or Operations Manager. A member of the management team will be dispatched to the location for investigation.

Spills

Preventability is the main focus when dealing with spills. It is Advanced Disposal's policy to keep the vehicles clean, do pre and post trip inspections, using defensive driving techniques to avoid accidents, and to ensure all trucks have spill kits. In the case that a spill does occur immediate action is taken. These actions include securing the vehicle, contain and control the spill and disposing and cleaning the affected area.

Missed collections

Missed pick-ups are reported and recovered within 24 hours. The Route Supervisor will establish the root cause for the perceived miss and will address performance with the driver or inform the customer of any variables preventing the service from being performed. In any event, communication will happen on the same day the issue is reported.

As a control point and to ensure matters are being addressed in a timely manner, 'Customer Issues' will remain open in Trux™ and will be addressed and closed out within 24 hours through the check in process, driver debrief, and clearing of the route by the Operations Manager.

Chronic issue resolution is based on the principle of Root Cause and Countermeasures. An issue that has failed to meet acceptable service standards a third time is considered chronic. The Supervisor will establish the root cause of the issue. To provide immediate relief, an interim containment plan will be adopted while a long term solution or countermeasure is determined and vetted. In many instances the interim containment plan will be available during the vetting process until we can verify permanent corrections.

Chronic Failures

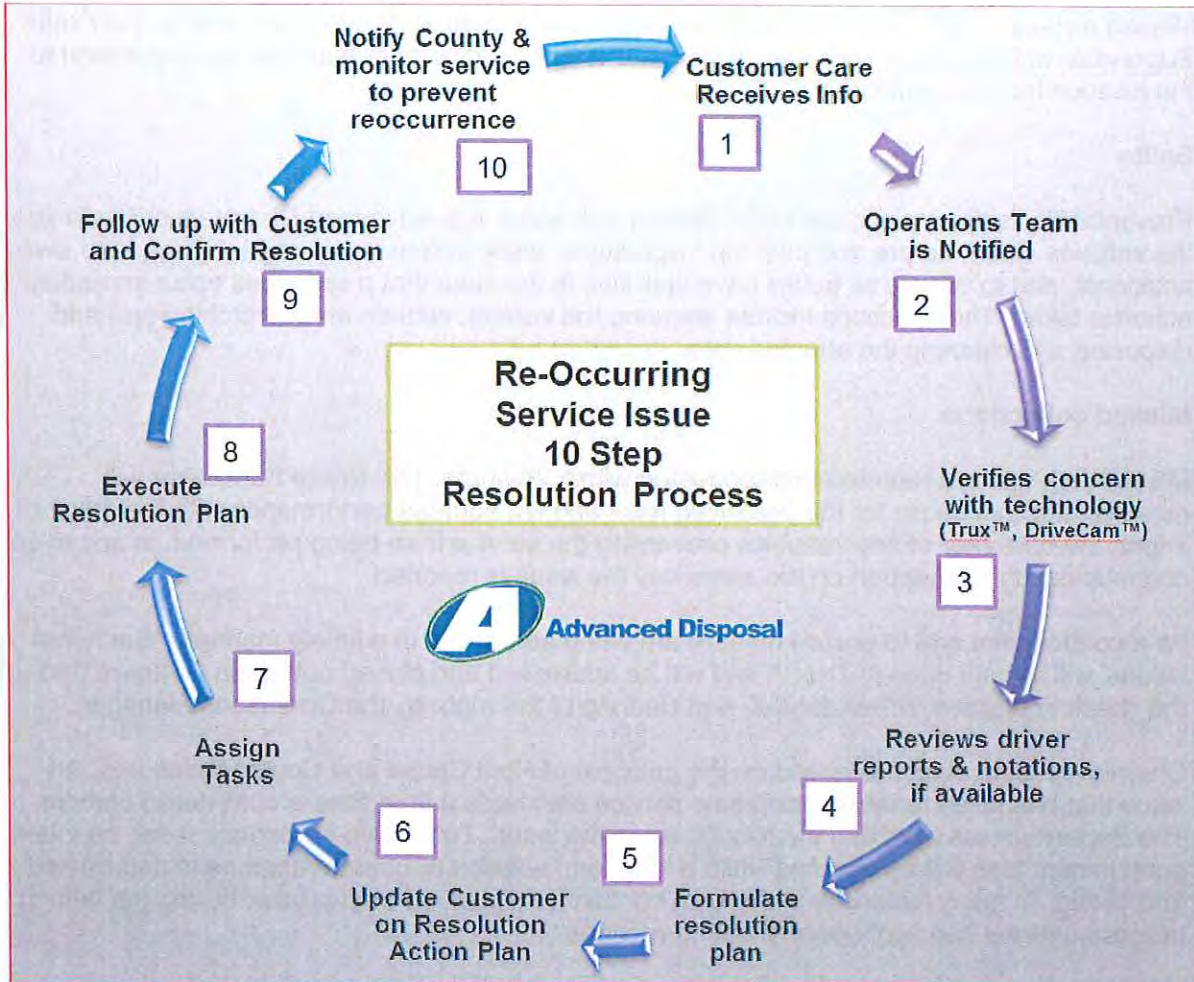
Re-Occurring Service Issue 10 Step Resolution Process

Advanced Disposal has created and utilizes the following 10 Step Resolution Process for any service issue that occurs more than three times within a specified period of time.

1. Customer Care receives info on service issue.
2. Operations team is notified.
3. Verifies the concern using our technologies (Trux™, DriveCam™, IIT Route System)
4. Reviews driver reports & notations.
5. Formulate resolution action plan.
6. Operations provides resolution action plan to Customer Care to update the customer.
7. Operations assigns tasks.
8. Executes resolution action plan.
9. Operations provides an update to Customer Care and they follow up with customer to confirm resolution.



10. Operations notifies Jacksonville Beach and continues to monitor service to prevent reoccurrence.



All chronic issues will be reviewed daily for the first two weeks. If corrections hold, past chronic issues are reviewed at the weekly operations meeting with the Supervisor and the Operations Manager. Once the issue stands corrected and is reviewed at two consecutive Monthly Operating Reviews by the General Manager, the issue will be deemed resolved.

Yard Waste Removal

Being a Florida based company, we understand the unique challenges that yard waste removal can present in a state that experiences many months of high growth seasons as well as numerous tropical storms and hurricanes. Yard waste removal can be very hard to forecast at times but we bring to bare a wealth of experience throughout the state on any situation that may arise. We have the resources and experience to adapt and complete this service. Advanced Disposal has had success dealing with yard waste in surrounding areas such as Atlantic Beach, Fernandina Beach, Nassau County, St Johns County, Duval County and Clay County. Recently,

**Advanced Disposal**

Hurricane Mathew caused the surrounding counties and cities to have larger than normal yard waste debris. Advanced Disposal worked with each county and city and met their needs regarding yard waste removal. Specifically in the City of Jacksonville (Duval County), Advanced Disposal was able to maintain the contractual requirements for removal of yard waste and did not fall behind on pick-up days. As a result, the City approached our team and asked if we would be able to help the other two vendors in their service areas to get them caught up on yard waste removal. We willingly agreed to help and we utilized 15 of our own trucks over the course of four days to get one of the other vendors caught up. We did not let the other company fail for our gain, but we put the best interest of our customer first in the spirit of teamwork.

Commitment

Advanced Disposal prides itself on its ability to smoothly implement collection and disposal programs and has achieved recognition throughout its service areas for our ability to do so. But don't just take our word for it; listen to what our surrounding customers have to say about our service. Please refer to the section titled Letters of Recommendation in the Reference Section.

Advanced Disposal is well qualified to provide residential and commercial solid waste collection and disposal services for Jacksonville Beach. We currently provide these essential services to the City of Atlantic Beach, Vilano Beach and to the City of Fernandina Beach and therefore, understand the needs of the Jacksonville Beach community. These include the customer's expectation of timely, consistent collection of each service type requested within each area in accordance with the RFP and maintaining the community's needs for a clean, pleasing and affordable place to live and work.

Advanced Disposal is committed to provide Jacksonville Beach with a comprehensive solid waste management program that satisfies the collection for all the citizens. Achieving this goal requires continued commitment from every level of our organization. This commitment begins with our General Manager, Derick Redding, who must inspire and instill this commitment in the drivers and helpers performing the work on the street every day. Communication and education are the keys to energizing employees and the community to take action and do their part to improve the quality of life for all citizens of the City. Advanced Disposal appreciates the responsibility that comes with being awarded the City contract, from both an environmental stewardship as well as customer expectation perspective.

Advanced Disposal will continue to operate a fully-equipped service and maintenance facility in Jacksonville. The facility is home to our local management, administrative and customer care offices, 7 bay full service equipment repair and preventive maintenance bays, parts storage and sufficient outside storage to service the vehicle fleet and containers.



There will be adequate telephone communications with a local number that will be advertised and made convenient for customers to locate. The office will be open and staffed from 7:30 a.m. to 5:00 p.m. Monday through Friday. There will also be staff available from 7am to 7 pm. A representative will be on-site during service hours to assist with any customer issues that arise.

The company understands the service levels that Jacksonville Beach offers to its citizens and that the successful proposer must be able to manage and effectively bill the City for the correct services provided to the citizens and businesses.

Advanced Disposal has grown significantly over the last several years through municipal contracts, organic growth and acquisitions. We pride ourselves on our ability to identify and hire the right people to get the job done. If we are successful in winning the residential and commercial solid waste and recycling collection business, we will ensure that we commit the appropriate resources to ensure a smooth transition and high level of customer service throughout the entire contract.



Company Background

Advanced Disposal Services, Inc. and its subsidiaries, is the fourth largest environmental services company in the U.S. We are a full-service, vertically integrated waste management company, providing non-hazardous solid waste collection, recycling and landfill disposal solutions to commercial, industrial, municipal and residential customers throughout 16 states and the Bahamas. We pride ourselves on our strong partnerships between our employees and the customers we serve. And we have a strong commitment to personalized and friendly customer service.

Our Operations

We operate 91 collection facilities, 72 transfer stations, 39 MSW and C&D landfills, 21 material recycling facilities and 16 landfill gas-to-energy facilities. Our operations are focused in 16 states including: Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Missouri, North Carolina, Pennsylvania, South Carolina, Tennessee, Wisconsin and the Bahamas.

Today, through the dedication of more than 5,400 employees, Advanced Disposal has a fleet of more than 3,100 vehicles running routes on a daily basis. We service more than 2.5 million residential customers including more than 800 exclusive city and county contracts.

Within the Florida marketplace, Advanced Disposal currently has 27 municipal contracts. Nine of the twenty-seven contracts have been in place for over ten years. Based on this information, we believe you will find that Advanced Disposal is well-suited to provide the services requested by the City of Jacksonville Beach.

Community Commitment

No one understands the needs of a community better than those who live and work in it. Our philosophy of decentralized operations allows our local teams to give back to their communities in ways that best meet the needs of their communities. This location-specific approach to good corporate citizenship results in an array of outreach programs, contributions and support that serve and benefit thousands of people across the Advanced Disposal footprint. It is our goal to hire within the communities we serve and locally purchase supplies, equipment and fuel. We don't just sign a contract with a city, county or municipality...*we become a part of the community.*

Forward Thinking

Advanced Disposal is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

We approach all of our operations with a keen eye on safety and environmental care. Our landfills are built with state-of-the-art engineering designs and materials. We use



extreme caution when constructing these sites to ensure the integrity of the design and materials are maintained. Daily operations are just as important as construction. Advanced Disposal uses only state certified, experienced equipment operators and a certified landfill operator is always on site when the facilities are accepting waste. We fully comply with all local, state and federal regulations, and our sites are inspected annually at a minimum. With 39 landfills to maintain, operate and potentially expand, we will always remain vigilant to the protection of our natural environment while providing an integral infrastructure asset for the safe and healthy disposal of the community's waste.

Environmental compliance is equally important in our collection operations. Advanced Disposal operates a fleet of more than 3,100 trucks that must be operated and maintained in an environmentally sound manner. Advanced Disposal follows all local, state and federal regulations in regards to its operating fleet. The trucks are maintained nightly with rotating schedules to make sure all parts of the truck are operating in a safe and proper way. Only approved fuels are used including alternative fuels such as compressed natural gas (CNG). Currently about twelve percent of our fleet runs on CNG, and we are always looking for opportunities to grow that number. All waste generated in the maintenance of our fleet are disposed of in a proper manner with the necessary documentation of proper disposal.

In a business where the end results are clean and safe communities, Advanced Disposal takes its environmental stewardship responsibilities very seriously. Our employees, our neighbors and our families live in the communities we service. We believe it is our primary job to ensure that these communities are clean, safe and healthy for many years to come.

Contact

Greg Huntington
Municipal Market Manager
Advanced Disposal Services Jacksonville, LLC
90 Fort Wade Road
Ponte Vedra, FL 32081
Phone: (904) 322-0677
Email: Greg.Huntington@AdvancedDisposal.com



Qualifications



Advanced Disposal is a well-organized, decentralized company and is setup as such to provide the most efficient, cost effective refuse and recycling collection in the industry.

With respect to the management of the City of Jacksonville Beach residential and commercial waste and recycling contracts, we have provided a list of the key management individuals who are and will be responsible for all aspects related to the performance under these contracts. In addition to the names of the individuals we have provided resumes, relevant experience, current job descriptions, duties and responsibilities. We have also provided an organizational chart showing the reporting structure of each of the key individuals. You will quickly see that the key individuals who will be managing the residential and commercial collection contracts in Jacksonville Beach have extensive industry experience and backgrounds which make Advanced Disposal the best choice to providing the residential and commercial refuse and recycling collection to the residents in your community.

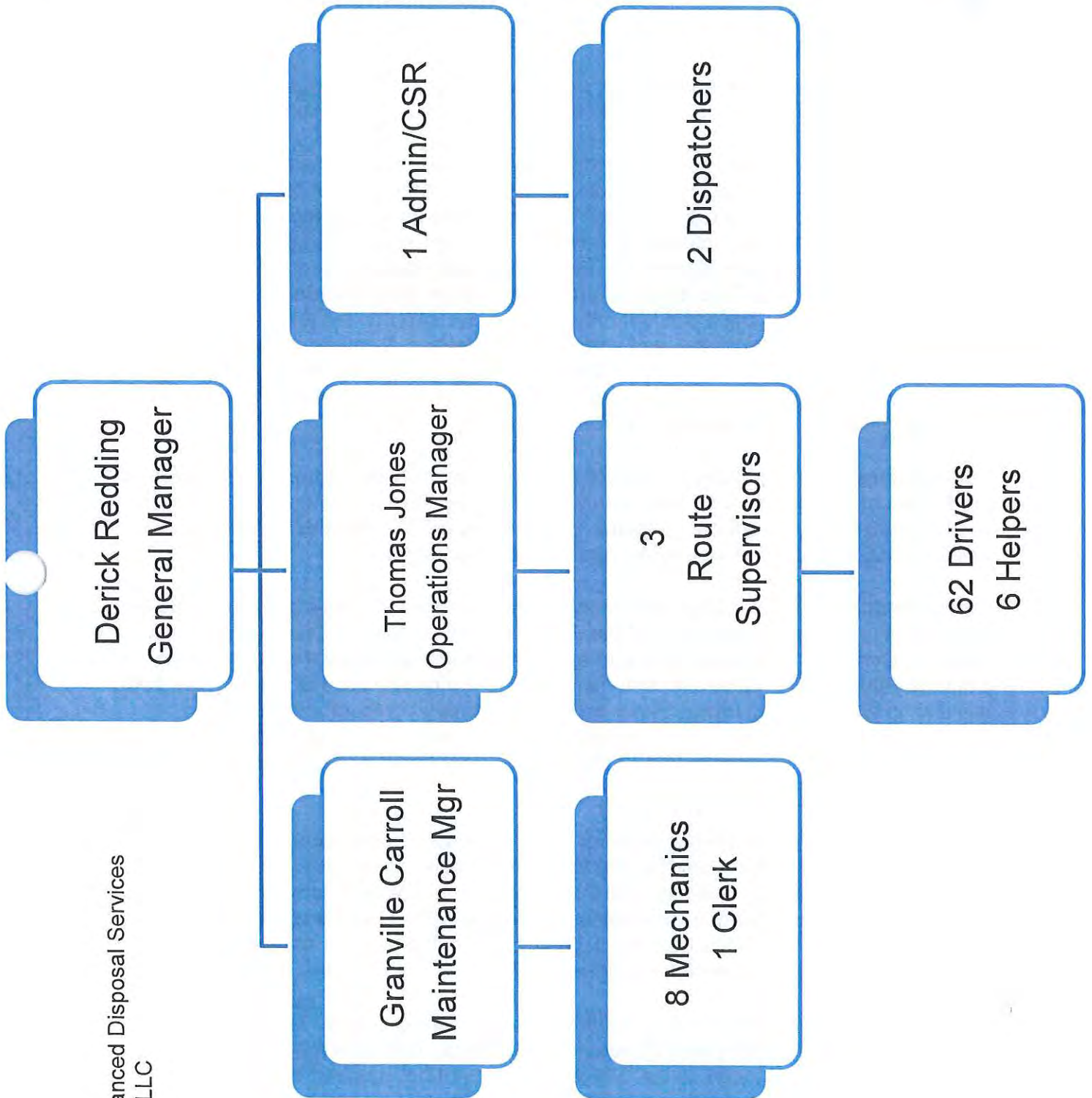
Todd Strong, District Manager, has the ultimate responsibility for the management of the Florida marketplace. Todd has been with Advanced Disposal since 2008 and in the solid waste industry for almost 30 years. His commitment to customer satisfaction and doing the job right the first time make him an excellent leader.

Derick Redding, General Manager for the Jacksonville South hauling division has the responsibility for the management of the Jacksonville Beach residential and commercial contract. Derick is responsible for the management and performance of Jacksonville South location ensuring that our customers receive top quality service and that our fleet remains in great working order. Derick will be the primary contact for the City of Jacksonville Beach for all information requests, customer issues and general inquiries. Derick has been in the industry for 12 years including 2 as a General Manager and 10 as a Sales Manager.

Thomas Jones, Operations Manager for the Jacksonville South hauling division has the responsibility to insure that the day to day operations of the division are carried out. TJ is responsible for making sure that the division is staffed correctly so as to ensure that all of the services required by the Jacksonville Beach's residential and commercial contracts are carried out. TJ had been in this position for the past year and has over 17 years of industry experience.

As you can see the team in our Jacksonville South hauling division is very experienced with over 59 years of industry experience. The combined experience coupled with our knowledge of the City we feel cannot be matched by any other service provider.

Division: Advanced Disposal Services
Jacksonville, LLC



Todd Strong

District Manager

Experience

Advanced Disposal Services – Jacksonville, Florida

2008 – Present – District Manager

- Responsible for Advanced Disposal's solid waste and recycling operations in Florida and South Georgia.

United Subcontractors

2005 – 2008 – Eastern Regional Manager

- Responsible for United Subcontractors building services operations across the Eastern United States. Operating locations provided installation services and building supplies for local and national home builders and commercial contractors.

Allied Waste Industries – Florida

1999 – 2002 – District Manager

- Responsibility for Allied Waste operations in the State of Florida which included 12 solid waste and recycling collection companies and 2 Class III landfills. These combined operations generated annual revenues in excess of \$245 MM.

Browning Ferris Industries

1987 – 1999

Area Vice President, Southeast

- Responsible for Browning Ferris Industries solid waste and recycling operations in Alabama, Georgia, Florida, and Puerto Rico. This area included 24 operating locations, which generated approximately \$700 MM of annual revenue.

Country Manager of BFI Germany

- Responsible for Browning Ferris Industries operations in Germany with joint venture partner OTTO Industries. Combined BFI/OTTO companies generated annual revenues that exceeded \$700 MM USD.

District Management

- Held district management positions in key markets of Central Texas and New Orleans, Louisiana. Responsibilities included direct P&L responsibility for all operations within a designated market area. The size of these operations range from \$25 - \$40 million of annual revenue.

Education

Masters of Business Administration

University of Houston

Bachelors of Science Accounting

Trevecca University

Derick K. Redding

District Sales Manager

Experience

Advanced Disposal – Jacksonville, Florida

2014 – Current – General Manager

- Manage day to day operations of the Jacksonville commercial and industrial hauling site
- Maintain an excellent grasp of budgetary and operating measures
- Support company goals by maintaining close coordination with upper management
- Promote Staff development
- Keep within budgetary guidelines
- Establish and enforce a safe working and operating environment

2009 – 2014 – District Sales Manager (N. FL & S. GA)

- Manage a Sales and Customer Service team of 17 representatives
- Help generate revenue utilizing a consultative selling approach in the sale of Advanced Disposal products and Services
- Maintain and retain large existing customers
- Responsible for all Major Account Sales
- Manage all Major Account Contracts including Government, Industrial and Commercial Accounts

2004 – 2009 – Account Manager

- Conducted new account development. Lead all new account sales in years 2005-2008
- Renewed over \$120,000 in monthly revenue 2007-2008

Prosperity Bank – Jacksonville, Florida

2002 – 2004 – Branch/Sales Manager

- Responsible for selling deposit accounts, loans, and financial products through outside sales calls and cross selling to existing customers
- Manage, execute, and implement all sales activities including coaching and meetings
- Maintain client relationships by constantly communicating new products and services available
- Accountable for all branch operations and employee development

First Union National Bank – Jacksonville, Florida

1999 – 2002 – Financial Sales Specialist/Insurance Agent

- Primary responsibilities include selling business and personal bank products, consumer and small business lending, financial planning, and insurance/mutual fund sales
- Daily assess customer needs and match products accordingly
- Responsible for increasing the branch book of business for both personal and business customers. Increased Annuity sales for branch by 50%

Bank of America/Barnett Bank – Jacksonville, Florida

1995 – 1999 – Branch Manager/Sales Leader

- All banking duties associated with the bank branch management
- Sale of personal and business financial products, maintaining client relationships, financial product maintenance
- Manage all alternative delivery channels (educating and implementing)
- Surpassed In-Store sales goals by 35%



Education

Valdosta State University, 1992

Florida Community College of Jacksonville, 1995

Professional

Member

- First Coast Manufacturing Association
- Jacksonville Chamber of Commerce
- Institute of Real Estate Management
- First Coast Builders Association

Thomas R. Jones

Operations Manager

Experience

Advanced Disposal – Jacksonville, Florida

2016 – Current – Operations Manager

- Assist General Manager on all activities
- Safety Manager responsibilities include implementing the Division safety programs specified by region and corporate policy and federal/State regulations and guidelines.
- Assist General Manager in the direction, coordination, and management of daily financial/ operations of a multi-faceted facility to ensure that safety, production, and operational growth and goals are met.

2015 – 2016 – Operations Supervisor

- Directs and coordinates operations activities of a hauling division to obtain the optimum use of equipment, facilitates and personnel by leading either personally or through subordinate employees. The Operations Supervisor position plays a key role in the achievement of safety, service, and operational efficiency and objectives.
- Supervises and coordinates the activities of operations employees performing waste collection/disposal, dispatch and or other operations related work.
- Operation Supervisor is responsible for the productivity of the collection crews. Supervise and direct the activities of drivers and helpers in providing safe, effective and courteous waste collection.
- Assist General Manager in the direction, coordination, and management of daily operations of a multi-faceted facility to ensure that safety, production, and operational growth and goals are met.

Republic Services – Seaboard Waste Systems – St. Augustine, Florida

2014 – 2015 – Operations Supervisor

- Directs and coordinates operations activities of a hauling division to obtain the optimum use of equipment, facilitates and personnel by leading either personally or through subordinate employees. The Operations Supervisor position plays a key role in the achievement of safety, service, and operational efficiency and objectives.
- Supervises and coordinates the activities of operations employees performing waste collection/disposal, dispatch and or other operations related work.
- Operation Supervisor is responsible for the productivity of the collection crews. Supervise and direct the activities of drivers and helpers in providing safe, effective and courteous waste collection.
- Assist General Manager in the direction, coordination, and management of daily operations of a multi-faceted facility to ensure that safety, production, and operational growth and goals are met.

Safety Administrator – St. Augustine, Florida

- Assists area and division leaders with the implementation and ongoing maintenance of Republic Services administrative safety functions to ensure compliance with applicable federal, state and local safety regulations governing the solid waste industry.
- Maintains monthly facility inspection files.
- Tracks issues developed through the monthly inspection process and provide summary reports to the area and division leadership.
- Tracks DOT hours and driver medical certificate renewals. Tracks supervisor ReSOP activities.



- Maintains and tracks driver qualification and training files. Maintains and facilitates Division employee drug and alcohol testing.
- Maintains the Division OSHA300 log, maintains, updates, and tracks safety records and information including but not limited to Department of Transportation (DOT) accident register, property damage claims, accident and injury files and safety recognition programs (DTS / DTE). Coordinates information with workers compensation adjusters on injury claims. Schedules and manages return to duty (modified / light duty) program.
- Responsible for new hire orientation training programs as required.
- Coordinate annual driver license reviews including DMV reports on all DOT regulated drivers.

Republic Services – Volusia County, Florida

2012 – 2014 – Operations Manager

- Manage operations consisting of ROL, FEL, and RES
- Assist General Manager on all activities
- Safety Manager responsibilities include implementing the Division safety programs specified by region and corporate policy and federal/State regulations and guidelines.
- Assist General Manager in the direction, coordination, and management of daily financial/ operations of a multi-faceted facility to ensure that safety, production, and operational growth and goals are met.

Republic Services – Hillsboro, AL & Athens, AL

2011 – 2011 – Landfill & Transfer Station Operations Manager

- Directs and coordinates operations activities of a solid waste landfill to obtain the optimum use of equipment, facilitates and personnel by leading either personally or through subordinate employees. The Operations Manager position plays a key role in the achievement of safety, service, and operational efficiency and objectives. Manages and coordinates the activities of operations employees performing waste disposal, maintenance and or other operations related work.
- Operation Manager is responsible for the overall disposal site. Manages and directs the activities of operators, maintenance and scale house operations in providing safe, effective and courteous waste disposal services.
- Assist General Manager in the direction, coordination, and management of daily operations of a multi-faceted facility to ensure that safety, production, and operational growth and goals are met.

Republic Services – Hillsboro, AL & Athens, AL

2010 – 2011 – Operations Supervisor

- Directs and coordinates operations activities of a hauling division to obtain the optimum use of equipment, facilitates and personnel by leading either personally or through subordinate employees. The Operations Supervisor position plays a key role in the achievement of safety, service, and operational efficiency and objectives.
- Supervises and coordinates the activities of operations employees performing waste collection/disposal, dispatch and or other operations related work.
- Operation Supervisor is responsible for the productivity of the collection crews. Supervise and direct the activities of drivers and helpers in providing safe, effective and courteous waste collection.
- Assist General Manager in the direction, coordination, and management of daily operations of a multi-faceted facility to ensure that safety, production, and operational growth and goals are met.

Republic Services – Allied Waste – Huntsville, AL

2010 – 2011 - Operations Supervisor

- Directs and coordinates operations activities of a hauling division to obtain the optimum use of equipment, facilitates and personnel by leading either personally or



through subordinate employees. The Operations Supervisor position plays a key role in the achievement of safety, service, and operational efficiency and objectives.

- Supervises and coordinates the activities of operations employees performing waste collection/disposal, dispatch and or other operations related work.
- Operation Supervisor is responsible for the productivity of the collection crews. Supervise and direct the activities of drivers and helpers in providing safe, effective and courteous waste collection.
- Assist General Manager in the direction, coordination, and management of daily operations of a multi-faceted facility to ensure that safety, production, and operational growth and goals are met.

Safety Administrator

- Assists area and division leaders with the implementation and ongoing maintenance of Republic Services administrative safety functions to ensure compliance with applicable federal, state and local safety regulations governing the solid waste industry.
- Maintains monthly facility inspection files.
- Tracks issues developed through the monthly inspection process and provide summary reports to the area and division leadership.
- Tracks DOT hours and driver medical certificate renewals. Tracks supervisor ReSOP activities.
- Maintains and tracks driver qualification and training files. Maintains and facilitates Division employee drug and alcohol testing.
- Maintains the Division OSHA300 log, maintains, updates, and tracks safety records and information including but not limited to Department of Transportation (DOT) accident register, property damage claims, accident and injury files and safety recognition programs (DTS / DTE). Coordinates information with workers compensation adjusters on injury claims. Schedules and manages return to duty (modified / light duty) program.
- Responsible for new hire orientation training programs as required.
- Coordinate annual driver license reviews including DMV reports on all DOT regulated drivers.

Education

University of North Florida, 1986

Greg Huntington

Florida Municipal Marketing Manager

Experience

Advanced Disposal Services – Ponte Vedra, FL

2015 – Present – FL Municipal Marketing Manager

- Promoted to Municipal Marketing and Government Affairs Manager for the state of Florida and southeast Georgia.
- Develop and foster positive relationships with municipal elected officials and staff to position Advanced Disposal as the preferred provider of solid waste and recycling services (collection, transportation & disposal) to city and counties alike.
- Recent wins include securing long term contract extensions with two large counties with a combined annual revenue of 16 million.

2011 – 2015 – National Accounts

- Started with Advanced Disposal National Accounts as a Business Development Rep and in less than a year signed three new accounts.
- Served as an interim General Manager for a year and was responsible for managing a team of 21 people and a client base with annual top line revenue of 25 million.
- Tasked with meeting current client initiatives (retention), managing a P & L statement, and expanding market share by competitively responding to RFPs. This experience helped me gain an understanding of the overall intricacies of our business model.
- Served as Sales Manager with responsibilities to establish brand awareness through trade shows, present company value proposition to C-Suite executives, manage field rep leads for potential opportunities, and gain participation to cyclical RFI/RFP opportunities with large prospective clients.

Surgical Implant Solutions – Jacksonville, Florida

2009 – 2011 – Director of Operations

- Promoted to Director of Operations in 2010.
- Negotiated and managed account contracts exceeding 15 million in annual sales.
- Implemented cost saving solutions for health systems by identifying and aligning the common goals between physicians and hospital executives.
- Developed needed tracking and reporting processes to ensure quality control and customer satisfaction.
- Learned invaluable skills in listening to people before creating solutions to their challenges.

Every Nation Ministries – Austin, TX, Sterling, VA & Tallahassee, FL

2000 – 2008 – Various Positions

- Promoted to National Collegiate Director in 2003, developing 50 collegiate chapters nationwide.
- Promoted to National Director in 2004. Role was marketing and public relations.
- Key note speaker at various military bases, professional sports teams, and college campuses.
- Associate pastor for Every Nation Church in 2006.
- Developed programs to increase church membership and individuals' personal growth. Great lessons learned: the value of strategic planning to achieve



corporate goals – and that there is no substitute for relationships in continually achieving goals

On-Call Staffing, Inc. – Jacksonville, FL

1995 – 2000 – Co-owner/Sales Representative

- Cold calling, providing presentations to potential clients (typically mid-larger sized corporate accounts), assessing the client's needs, contract negotiations, researching our competitors, closing the sales, developing the account, and retaining customer loyalty.

National Football League – Various Locations

1993 - 1999

- Enjoyed a good career playing for the Washington Redskins (1993), the Jacksonville Jaguars (1995 – 1997), and the Chicago Bears (1997 – 1999). Success in the league reflected discipline, strong work ethic, and versatility.

Education

Bachelors of Liberal Arts, 1992

The Pennsylvania State University, State College, PA

John Spegal

Chief Operating Officer

Experience

Advanced Disposal – Ponte Vedra, FL

May 2014 – Present – Chief Operating Officer

- Direct responsibility for profit and loss decisions, development and implementation of strategic marketplace plans, sales, safety, acquisitions, and coordination of assets and personnel for the Company's operations in 18 states with annual revenues in excess of \$1.4 billion. Daily responsibility for 5400 employees, working in 92 Collection/Hauling facilities; 39 MSW and C&D Landfills; 75 Transfer Stations; and 23 Recycling Facilities.

Charlotte, NC

2013 – May 2014 – Vice President of Business Development

- Responsible for mergers, acquisitions and strategic growth initiatives for the company

AIR-Serv Group, LLC

2006 – 2013 – Regional Vice President/investor

- Responsible for the management of the Eastern Region. Overall P&L responsibility for 7 branch offices, 5 regional sales managers, and 80 technicians servicing 20,000 machines located on customer locations from Maine to Florida.

Allied Waste Industries/Browning Ferris Industries

1996 to 2006

Carolinas District Manager

2003 – 2006

- Direct responsibility for profit and loss decisions; development and implementation of strategic market place plans, coordination of assets and personnel for the Company's operations in North and South Carolina with annual revenues of \$250 million. Daily responsibility for 785 employees working in 10 hauling divisions, 315 daily routes, 7 landfills, 11 transfer stations and 1 material recovery facility.

Assistant Regional Vice-President - Atlantic Region- Maryland, Washington DC, Virginia, North Carolina, South Carolina and Puerto Rico

1999 to 2003

- Direct responsibility for profit and loss decisions; development and implementation of strategic market place plans, coordination of assets and personnel for the Company's operations in the Atlantic Region with annual revenues in excess of \$650 million. Daily responsibility for 3000 employees working in 33 hauling divisions operating 1250 routes, 12 landfills, and 8 material recovery facilities



Market Area Vice-President Browning-Ferris Industries - Florida,
Louisiana, Alabama, Mississippi, Georgia, Puerto Rico
1996 to 1999

- Full Profit and Loss responsibility for the 25 marketplaces within the Southeastern Market Area. Direct leadership responsibility for the development and implementation of a strategic market plan for each market place including the acquisition, divestiture and coordination of assets to maximize the company's return on investment. Complete responsibility for \$865 million in annual revenue, 5,000 employees, 1400 route vehicles, 82,000 commercial customers and 275,000 residential customers.
- Prior to 1996, held a series of progressively responsible positions in the solid waste industry with Browning-Ferris Industries including, management trainee, operations manager, regional operations, general manager and district manager in a variety of locations at the company's direction.

Education

Bachelor of Arts
University of South Carolina

Steve Carn

Chief Financial Officer & Director

Experience

Advanced Disposal – Ponte Vedra, Florida

August 2006 - Present – Chief Financial Officer & Director

April 2001 – August 2006 – Chief Accounting Officer

- Financial accounting and reporting responsibility for non-hazardous waste collection, transfer and disposal services in the Southeast, Midwest and Eastern Regions of the U.S.
- Prepare and analyze variances in budget for monthly financial statements, quarterly presentation to shareholders and annual audit preparation.
- Analyze financial information of merger and acquisition candidates.

Town Star Food Stores – Port St. Lucie, Florida

March 1998 – April 2001 – Chief Financial Officer

- Full profit and loss responsibility for 19 locations on c-store with six branded fast food franchises generating \$30 million in sales. Major branded fuel operations with wholesale distributions.
- Increased EBITDA by 115% from 1998 to 1999 by providing new management and exception reports that identify trends and potential problems.
- Prepare and analyze variances to budget for monthly financial statements, quarterly presentation to shareholders and annual audit preparation.
- Implemented system integration to the store level improving reporting time and store communications.
- Revised risk management and environmental compliance policies reducing noncompliance issues.
- Supervise five employees and reduced administrative staff by creating efficiency in process flow and automation of back office operations.
- Analyze financial information of merger and acquisition candidates and assist in overseeing construction projects.

Communication Technology Companies, Inc. – Ponte Vedra, Florida

February 1997 – March 1998 – Corporate Controller

- Managed general ledger for the parent company and two subsidiaries.
- Prepared monthly and quarterly consolidated financial statements.
- Assisted subsidiaries in problem solving, collections and information reporting.
- Performed daily cash management and treasury functions. Monitor cash activities of all subsidiaries.
- Converted subsidiary from manual accounting to automated processes and trained personnel.
- Assisted in set up of corporate operations and hiring and supervision of corporate accounting staff.

CFO Services, Inc. – Jacksonville, Florida

January 1996 – February 1997 – Senior Consultant/Executive



- Temporary CFO to emerging companies. Marketed services and developed new and existing opportunities. Converted client projects into long-term relationships.
- Assisted in strategic planning of business for expansion, start-ups and restructuring.
- Established policies, procedures, and internal control systems over key business processes.
- Implemented and trained personnel on accounting systems and process flow.
- Preparation and analysis of projections and budgets to improve client's cash flow.

**Carn's Furniture, TV & Appliance Sales and Rent-to-Own – Fremont, Ohio
November 1990 – December 1995 – General Manager/Controller**

- Developed new business by opening new store in neighboring city, which produced a profit in its first year with 30% increase in revenues each year.
- Responsible for inventory and cash controls, marketing and analyzing gross profit margins.
- Improved overall profitability and cash flow by implementing stronger management control and procedures. Customer base grew 47% while account delinquencies dropped from 30% to 4%.
- Developed strategic plan for owners to cash out. Conducted research to support valuation of operations, created portfolio to market store and successfully negotiated sale of operations.
- Hired, trained and supervised five managers and 15 employees.

Ernst & Young – Columbus, Ohio

July 1987 – November 1990 – Senior Auditor

- Audited and prepared financial statements for various clients in industry, health care and government.
- Evaluated clients internal control system and made written recommendations for improvements to management. Analyzed and interpreted trends in financial statements.
- Responsible for audit approach plans, field supervision and development of staff.

Education

Bachelor of Science in Business Administration,

June 1987

Ohio State University

Certified Public Account, 1989

Ohio State University

Richard Burke

Chief Executive Officer

Experience

Advanced Disposal – Ponte Vedra, Florida

July 2014 – Present – Chief Executive Officer

- Manage overall operations and resources of fourth largest solid waste company in the U.S.
 - Annual revenue of \$1.4 billion and total assets of \$3.6 billion
 - ADS Waste Holdings, Inc. Board of Director
- November 2012 – July 2014** – President
- Responsible for mergers and acquisitions, purchasing, risk management, human resources and strategic planning

Veolia Environmental Services N.A. – Chicago, Illinois

2009 – 2012 – Chief Executive Officer – North America

- \$2 billion annual revenue
- Veolia Executive Committee Member
- Solid Waste, hazardous waste, industrial cleaning, waste to energy, offshore Marine
- Responsible for strategy and execution of NA business plan

2006 – 2009 – President & CEO – Solid Waste

- Grew revenue from \$400M to \$750M
- Improved profitability by more than 30%

2001 – 2005 – Eastern Region Vice President

- Increased profitability of region by 300% over four years
- Grew revenue by more than 100%

1999 – 2001 – Region Manager, Wisconsin

Waste Management

1987 – 1999 – Various Leadership Positions

Education

Bachelors of Science Business, 1986

Randolph Macon College

Strategy and Management Executive Education

University of Pennsylvania

Professional

Accolades & Awards

- Veolia Global Safety Leader Award
 - Veolia Global Customer Service Award
 - Veolia Global Shareholder Award
 - Veolia – Global Executive Program
 - Waste Management – Executive of the Year Award
-



Advanced Disposal



Industry, Charitable & Community Organizations
Environmental Research and Education Foundation
Board of Director, Past Chairman of the Board 2014-2015

City of Jacksonville Beach RFP# 11-1516



Available Resources							
Vehicles	Type	Amount	Make	Model	Year		
Residential hydraulic side load Garbage and Recycle	28yd ASL	5	Peterbilt	320	New		
Residential hydraulic side load Garbage and Recycle	28yd ASL	1	Mack	MRU	Existing-2011 to 2016		
Residential Rear load	27 Yard Rear Loader	2	Peterbilt	320	New		
Residential Rear load	32 Yard Rear Loader	1	Mack	LEU	Existing-2011 to 2016		
Residential Rear load small body	11Yd Rearloader	1	Peterbilt	330	New		
Front load	40Yd Frontloader	1	Peterbilt	320	New		
Front load	40Yd Frontloader	1	Mack	MRU	Existing-2011 to 2016		
Roll off	60,000 lb Rolloff	1	Peterbilt	567	New		
Roll off	60,000 lb Rolloff	1	Peterbilt	567	Existing-2011 to 2016		
Supervisor Truck	Pickup	1	Ford	F-250 Parkan	New		
Supervisor Truck	Pickup	1	Ford	F-150	Existing-2011 to 2016		
Calmshell Truck	20yd Grapple Hook	1	Freightliner	M2	Existing-2011 to 2016		

Average Vehicle Age - 6 years per vehicle

Vehicles are cleaned daily and a detailed wash is done weekly

Advanced Disposal has a designated contractor to paint any truck that needs painting

Advanced Disposal currently has over 60 residential and commercial vehicles located at it's Phillips Hwy location. The location is approximately 13 miles from Jacksonville Beach

320

Vocational

Cab	Steel Structure with Aluminum Skin and Fiberglass Roof
Hood	N/A
Sleepers	N/A
Seats	Driver: Peterbilt or Sears Passenger: Peterbilt, Sears or 2 Person
Engines	PACCAR PX-9 PACCAR MX-11 Cummins ISX12 Cummins Westport ISLG Cummins Westport ISX12G
Air Cleaner(s)	Single Back of Cab
Exhaust System	Single (Vertical)
Exhaust Guards	Stainless Steel - Vertical
Transmissions	Fuller Manual 10 or 13 Speed Allison Automatic 4, 5 or 6 Speed
Frames	10 3/4" Steel
Front Axles	Dana Spicer (12,000 lbs., 14,600 lbs. or 20,000 lbs.) Meritor (12,000 lbs. Single) Meritor (36,000 lbs. Tandem)
Front Springs	Taper Leaf
Front Hubs	Iron or Aluminum
Front Brakes	Air Disc or Air Cam Drum
Single Rear Axles	Dana Spicer (21,000 lbs., 23,000 lbs., 25,000 lbs., 26,000 lbs., 30,000 lbs.) Meritor (21,000 lbs., 23,000 lbs.)
Tandem Rear Axles	Dana Spicer (40,000 lbs, 44,000 lbs, 46,000 lbs, 52,000 lbs, 60,000 lbs.) Meritor (40,000 lbs., 44,000 lbs., 46,000 lbs.)
Tridem Rear Axles	Dana Spicer (69,000 lbs.) Meritor (66,000 lbs.)
Rear Hubs	Iron or Aluminum
Rear Brakes	Air Disc or Air Cam Drum
ABS Systems	Bendix 4S4M, 6S4M or 6S6M Air

Peterbilt



DuraPack® Python®

High-Compaction Automated Side Loader Product Specifications

Performance Specifications	
Lift Capacity	up to 800 lbs.
Lift Cycle Time *	8 seconds
Lift Reach	9 ft.
Compaction	Up to 900 lbs. per yd ³
Working RPM	800 (operate-in-gear-at-idle)
* Complete cycle time defined as grip, dump, return and release	

All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written Warranty Statement for this product at the time of shipment.

Cylinder Specifications		
BODY CYLINDERS	Type	Bore x Stroke
Tailgate Raise	(2) Double acting	in. 3.0 x 35
		mm 76 x 889
Packer Blade	(2) Double acting	in. 5.5 x 6.3
		mm 140 x 1600
Packer/Ejector (eject model)	(2) Double acting	(26) 5.5 x 141
		(28) 5.5 x 151
		(33) 5.5 x 181
		(26) 140 x 3581
Tailgate Locking	(2) Double acting	(28) 140 x 3835
		(33) 140 x 4597
		in. 3.0 x 3.625
		mm 76 x 92
Body Hoist (dump model)	(2) Single acting 2 stage telescopic	in. 4.5 x 55
		mm 114 x 1397
LIFT CYLINDERS		
Reach	(1) Double acting	in. 3.1 x 16.0
		mm 80 x 406
Grab	(1) Double acting	in. 3.1 x 8.0
		mm 80 x 203
Lift	(1) Double acting	in. 3.1 x 16.0
		mm 80 x 406

Typical Chassis Configuration*						
Min. GVWR	52,000	24 yd ³	26 yd ³	28 yd ³	33 yd ³	
Min. GAWR	18,000	18,000	18,000	18,000	18,000	
Usable CT	34,000	34,000	38,000	40,000	44,000	
C.O.E Wheelbase	177 ± 3	189 ± 3	177 ± 3	189 ± 3	201 ± 3	
Min. Platform	200 ± 3	212 ± 3	200 ± 3	212 ± 3	224 ± 3	
	240	250	240	250	285	
	in.	in.	in.	in.	in.	
* Additional Requirements						
• 425 ft-lbs. engine torque at pump shaft at idle						
• Neutral signal, brake signal, and P-stator signal dedicated for body builder use in cab.						
• 130 amp alternator - minimum.						

Body Specifications					
Body Capacity	yd ³	22 yd ³	24 yd ³	26 yd ³	33 yd ³
Hopper Capacity	m ³	16.8	18.3	19.3	25.2
Overall Length	in.	255	265	274	319
Overall Length (Tailgate Raised)	mm	6,477	6,731	6,960	8,103
Overall Width	mm	8,433	8,687	8,433	9,703
Overall Height Above Frame	in.	96	96	96	96
Gross Weight (Route Ready)	kg.	7,260	7,350	7,400	8,170

Automated Lift Specifications	
Lift load capacity	800 lbs.
Cycle time	8 seconds @ idle
Reach	9 ft.
Ground clearance	20 in. from ground to bottom of grabber arms (based on a 42 in. chassis rail height)
Weight*	1,850 lbs. approx.
Controls	Joystick, air over hydraulic with feathering ability
* Weight includes standard 60/90 gallon grabbers	

Hydraulic Specifications	
PUMP	Operate-In-Gear-At-Idle (standard)
Type	Tandem Vane
Maximum Operating Pressure	2,500 psi (17,238 kPa)
Working RPM	800 RPM approx.
Flow at Working RPM	28 GPM (106 LPM) approx.
OIL RESERVOIR	Chassis frame mounted
Gross Capacity	50 gallons (190 liters)
Filters	Return line 3 micron, 140 micron suction strainer
VALVES	
Packing Control	Electric, push button operated
Tailgate Locking	Air operated toggle
Body Raise	

2030 Hamilton Place Blvd., Suite 200, Chattanooga, TN 37421
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www.heil.com
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FORM #SWS-000004-011513

NJPA Contract #060612-ESG



CONTACT YOUR LOCAL DEALER

DuraPack® Python®

The fastest strike in the refuse jungle!

The DuraPack Python automated side loader combines two proven products in one high-performance package — the DuraPack body, which is famous for its toughness and productivity, and the patented Python automated arm, which is faster, smoother, and longerlasting than any other.

The DuraPack Python's arm has an 8-second lift cycle. That can save you up to 4 seconds per stop — and up to 1 hour per day — delivering a fiscal savings of more than \$15,000 per truck every year! You don't have to wait for the hopper to catch up with a load, either, because the Python's follower panel enables continuous dumping. Twin packing cylinders deliver outstanding payloads, so you can collect more homes with fewer trips to the disposal site.

Able to lift up to 800 pounds, the Python's arm features cushioned cylinders for action that's as smooth as a snake, saving wear and tear on the lift arm and the chassis. The Python's unique lift geometry also prevents spillage and enables the arm to return carts with the lids closed every time.

Heil's Operate-in-Gear-at-Idle System comes standard on the DuraPack Python. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise — a benefit to operators and customers alike.

We back all Heil units with a worldwide network of knowledgeable dealers and service centers, as well as the industry's first dedicated manufacturer-based training facility and mobile training centers, to help you keep your Python operating at its peak. Add to that Heil's century-old heritage of commitment to customer satisfaction, and you can feel certain that when you choose a DuraPack Python you are getting the most productive and durable automated side loader available.

Read on to learn more about the DuraPack Python's operator-friendly features, and then contact your Authorized Heil Dealer for assistance in choosing the Heil refuse collection vehicle that is right for you. To find the Dealer nearest you, visit www.heil.com.

EXHIBIT A TO ASSIGNMENT AND ASSUMPTION AGREEMENT





320

	Vocational
Cab	Steel Structure with Aluminum Skin and Fiberglass Roof
Hood	N/A
Sleepers	N/A
Seats	Driver: Peterbilt or Sears Passenger: Peterbilt, Sears or 2 Person
Engines	PACCAR PX-9 PACCAR MX-11 Cummins ISX12 Cummins Westport ISLG Cummins Westport ISX12G
Air Cleaner(s)	Single Back of Cab
Exhaust System	Single (Vertical)
Exhaust Guards	Stainless Steel - Vertical
Transmissions	Fuller Manual 10 or 13 Speed Allison Automatic 4, 5 or 6 Speed
Frames	10 3/4" Steel
Front Axles	Dana Spicer (12,000 lbs., 14,600 lbs. or 20,000 lbs.) Meritor (12,000 lbs. Single) Meritor (36,000 lbs. Tandem)
Front Springs	Taper Leaf
Front Hubs	Iron or Aluminum
Front Brakes	Air Disc or Air Cam Drum
Single Rear Axles	Dana Spicer (21,000 lbs., 23,000 lbs., 25,000 lbs., 26,000 lbs., 30,000 lbs.) Meritor (21,000 lbs., 23,000 lbs.)
Tandem Rear Axles	Dana Spicer (40,000 lbs, 44,000 lbs, 46,000 lbs, 52,000 lbs, 60,000 lbs.) Meritor (40,000 lbs., 44,000 lbs., 46,000 lbs.)
Tridem Rear Axles	Dana Spicer (69,000 lbs.) Meritor (66,000 lbs.)
Rear Hubs	Iron or Aluminum
Rear Brakes	Air Disc or Air Cam Drum
ABS Systems	Bendix 4S4M, 6S4M or 6S6M Air

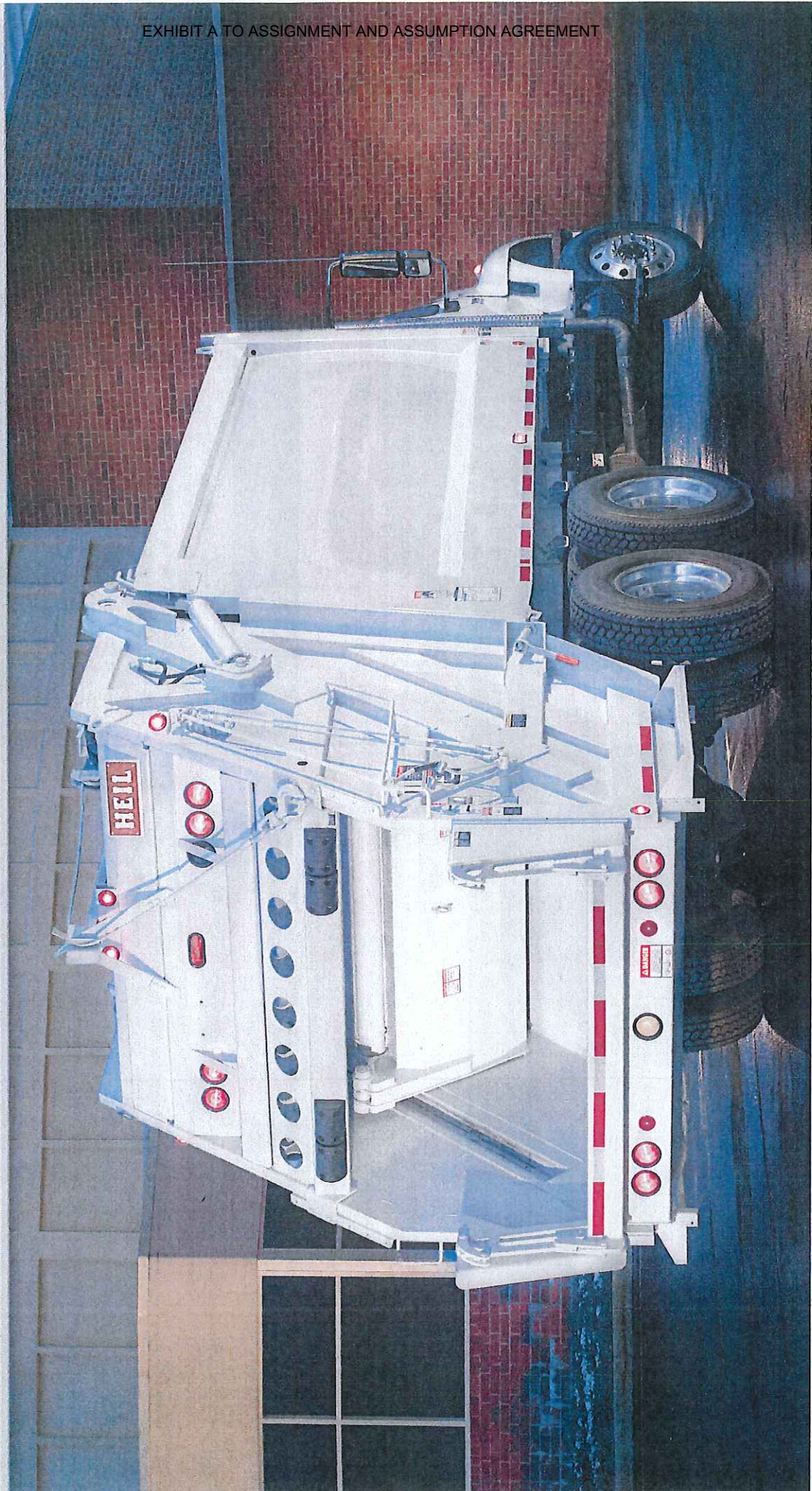
Peterbilt



THE WHEELS ARE ALWAYS TURNING
A DODGE COMPANY

PowerTrak[®] Commercial

High-Compaction Rear Loader



Superior Payload Density

High-pressure hydraulics and the dual-track design exert more force on the trash and less on the truck, providing superior compaction up to 1,200 pounds per cubic yard.

High Capacity Hopper

When handling commercial containers, hopper size is key to your productivity, which is why the PowerTrak Commercial is designed with a 3.64 cubic yard hopper that handles construction, demolition, and bulk waste with ease.

Durability and Longevity

Our exclusive fully welded interlaced subframe provides exceptional longevity, while resisting abrasion, corrosion, and salt damage. The body is constructed of 7- to 8-gauge high-tensile strength steel, while the hopper features $\frac{5}{16}$ -inch thick AR400 steel on the floor and $\frac{3}{8}$ -inch thick AR400 steel on the sides for superior strength and durability.

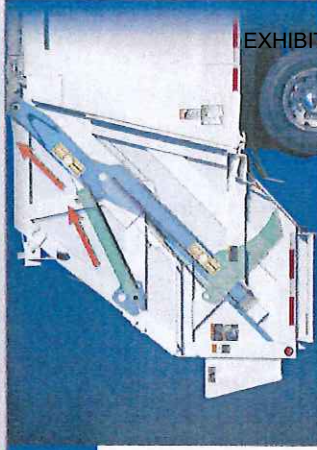
Training

Smart business operators realize that time invested in training employees pays great dividends. Well-trained employees work smarter and are more productive. Heil training is tailored specifically to the vehicles you operate and helps your mechanics and operators make the most of your investment.

Time-Tested Performance

The **PowerTrak® Commercial** is built on the time-tested DuraPack® body offering many more performance advantages:

- **Extra Packing Power** — High-pressure hydraulics deliver extra packing power and reduce friction without sacrificing performance. Because the **PowerTrak Commercial** uses 2,500 psi operating pressure, smaller cylinders can deliver extra punch with faster cycle times than other commercial rear loaders, packing up to 1,200 pounds per cubic yard.
- **Easy Maintenance** — Hydraulic tubes are routed inside rear bolsters for added protection, yet are easily accessible for service.
- **Twice the Life** — Our cast alloy ejector shoes are easy to service and can be changed without removing the ejector panel. What's more, the shoes are reversible for twice the life.
- **Lower Overall Weight** — The **PowerTrak Commercial's** high-tensile strength steel construction delivers maximum life with lower overall body weight for better payloads and less stress on chassis components. For added durability, AR400 steel is used in areas of the tailgate that are subject to the greatest stress and wear.
- **Flexibility** — Although the **PowerTrak Commercial** was originally designed to handle commercial waste, it has become a popular choice for residential collection. The loading sill height is 4½ inches below the chassis frame rails (2¼ inches with commercial container mechanisms).





330

	Medium Duty
Cab	Aluminum
Hood	Metton® 108" BBC
Sleepers	N/A
Seats	Driver: Peterbilt UltraRide Passenger: Peterbilt UltraRide or 2-Person
Engines	PACCAR PX-7, 200-325HP
Air Cleaner(s)	Under Hood
Exhaust System	Vertical Cab Mounted or Horizontal
Exhaust Guards	Stainless Steel - Vertical
Transmissions	Fuller Manual 6 speed Fuller Automated 6 Speed Allison Automatic 4, 5 or 6 Speed
Frames	9-7/8", 10-5/8"
Front Axles	Dana Spicer (8,000 lbs., 10,000 lbs.)
Front Springs	Taper Leaf
Front Hubs	Iron LMS or Aluminum LMS with Air Brakes, Iron with Hydraulic Brakes
Front Brakes	Air Drum or Hydraulic Disc
Single Rear Axles	Drive Dana Spicer (17,000 lbs., 20,000 lbs., 21,000 lbs.)
Tandem Rear Axles	N/A
Rear Hubs	Iron
Rear Brakes	Air Drum or Hydraulic Disc
ABS Systems	Bendix 4S4M Air, Meritor Wabco Hydraulic
Single Rear Suspensions	Peterbilt, AirTrac (20,000 lbs.) Peterbilt Low Air Leaf (21,000 lbs.) Reyco 21,000 lb.
Tandem Rear Suspension	N/A
Tires	Bridgestone, Goodyear or Michelin
Wheels	19.5", 22.5" Steel or Aluminum


 Peterbilt



THE WHEELS ARE ALWAYS TURNING
DOVER

PT 1000™

High-Performance Rear Loader

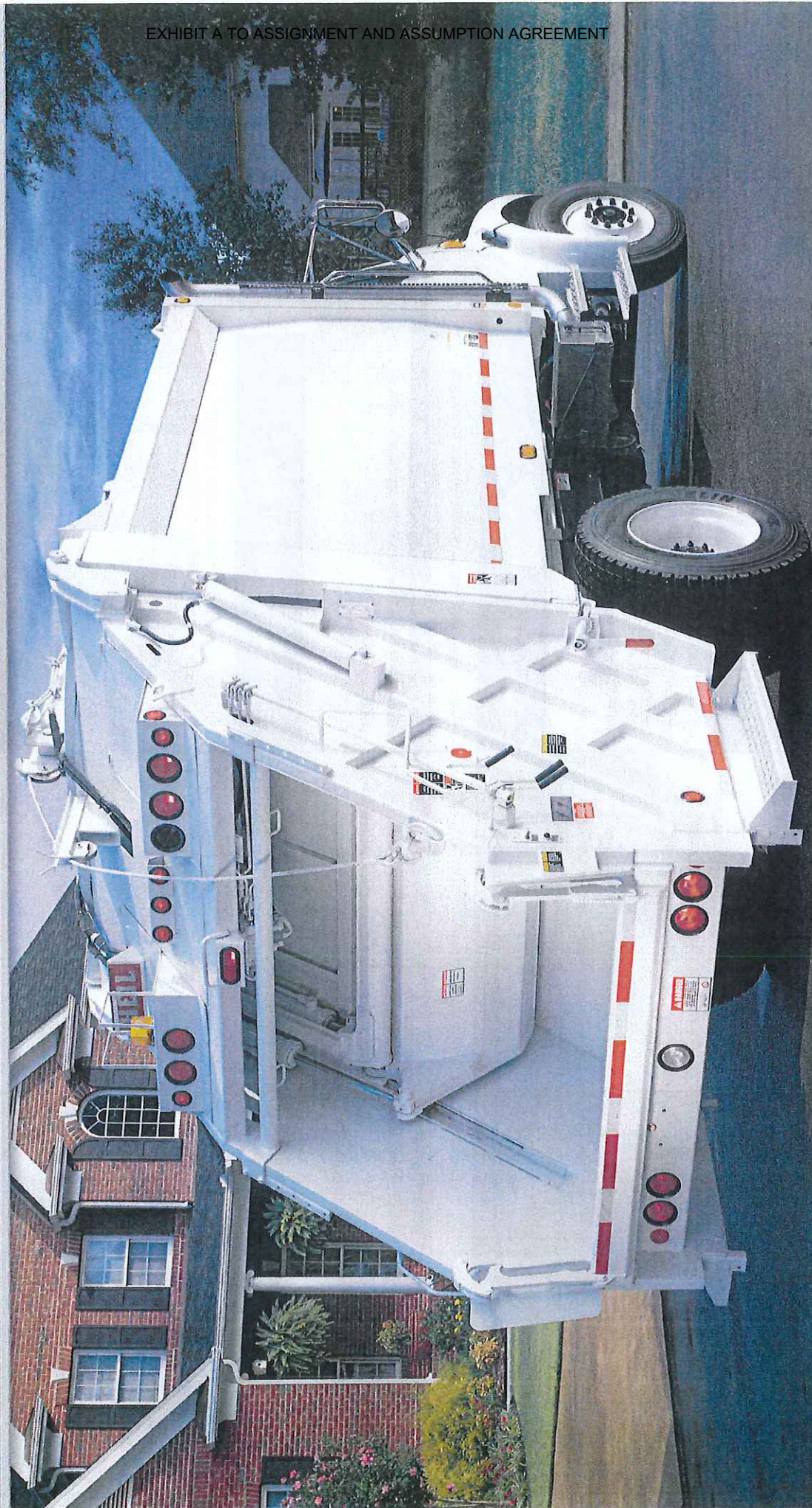


EXHIBIT A TO ASSIGNMENT AND ASSUMPTION AGREEMENT



High-Capacity Hopper

When it comes to the mid-size rear loader, the PT 1000 offers a large 3.0 cubic yard hopper that is key to optimizing productivity and easily handles even the bulkiest waste materials found in today's refuse collection applications.

Packing Power

Heil's unique track design enables more compaction force per square inch utilizing the system pressure of 2750 psi to the maximum capacity and also delivering faster cycle times to expedite the operator's route time.

Electrical Control Box

The new power distribution electrical control box on the side of the body offers easier diagnostics of wiring issues and minimizes the need to cut into the chassis cab interior for wiring integration.

Optimized Body Weight

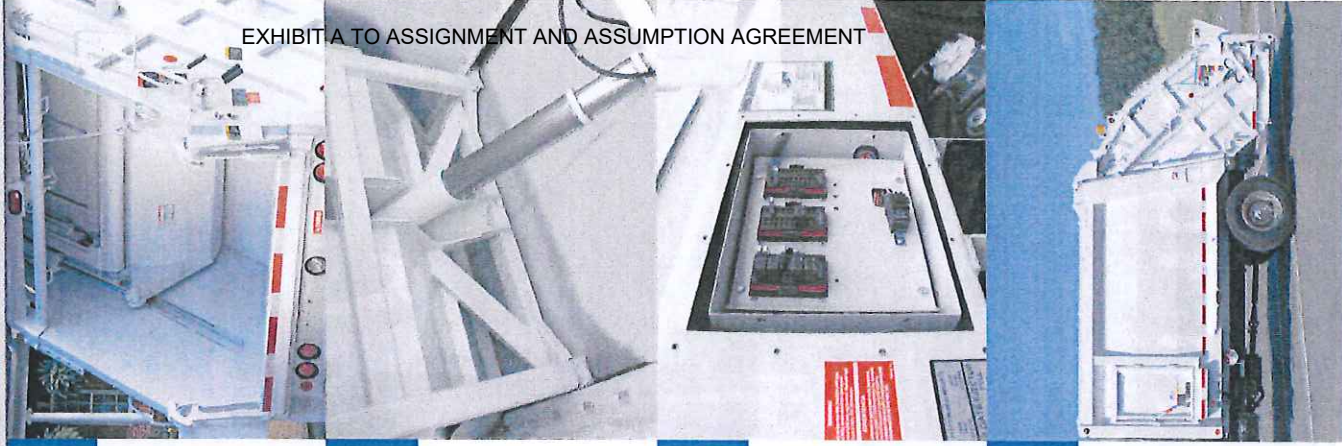
A payload density of up to 1,000 pounds per cubic yard and a body sidewall constructed of single sheet, high-tensile steel deliver long-lasting performance without unnecessary weight. The 13, 16, 18, and 20 cubic yard single-axle models are FET exempt and provide the lowest overall weight, the flexibility to get into and out of tight spaces, and an enhanced turning radius.

Proven Rear Loader Performance

With the fastest cycle time in its class, the proven PT 1000™ can maximize your time on daily collection routes.

- Smooth Sides — PT 1000 has smooth sides that provide optimal signage space for advertising.
- Service Smart™ Design — Easy-to-access UHMW wear parts enable longer component life while keeping the lowest total cost of ownership in mind.
- Large Side Door — Large side door offers ease of access for maintenance personnel to enter the body.
- Superior Filtration — Our 3-micron filtration system keeps hydraulic oil cleaner and extends the life of the hydraulic components. Other manufacturers use 10-micron filtration, which can allow particulate matter to damage the hydraulic system.
- One-hand Manual Controls — One-hand manual controls allow for full control of the packing cycle, which enables the operator to stop, start, and reverse the upper panel or blade at any point in the packing cycle.

The PT 1000 is available with CNG.
Ask your Heil Dealer for details!





320

Single Rear Suspensions	Peterbilt AirTrac Reyco 79KB Reyco 102 Reyco 102AR
Tandem Rear Suspension	Peterbilt Air Trac Peterbilt Air Leaf Peterbilt Low Air Leaf Hendrickson HN Hendrickson HMX Hendrickson RT Reyco 102 Chalmers 854 Neway
Tridem Rear Suspension	Peterbilt Air Trac Neway
Tires	Bridgestone, Goodyear or Michelin
Wheels	Steel or Aluminum 22.5" or 24.5"
Air Dryers	Bendix
Air Tanks	Steel or Aluminum
Chassis Hose	Nylon or Wire Braid
Air & Electric Mounting	Optional End of Frame
Fuel Tanks	23" Aluminum 50 - 120 Gallon 26" Aluminum 50 - 150 Gallon
Battery Box	Steel or Aluminum
Tool Box	Optional
Bumpers	Steel Painted or Chrome, Aluminum Polished

Please see your local Peterbilt dealer to use Peterbilt PROSPECTOR to specify options on your particular truck.



Half/Pack®

The most popular front loader for over 30 years...for a reason.

The reason? The Half/Pack has consistently delivered proven performance in some of the most demanding environments imaginable, earning a loyal following of users who rely on its unmatched dependability and appreciate its lower total cost of ownership.

Heil continues to set the standard for front loaders with the evolution of innovative new features that enhance functionality. Our patented Shur-Lock™ tailgate locks, double-walled and lapped hopper sides, and an industry-leading interlaced ladder subfloor foundation mean that your Half/Pack is built for a long, reliable lifespan.

But Heil is not simply known for engineering and manufacturing outstanding equipment. We back all Heil units with a worldwide network

of knowledgeable dealers and service centers, as well as the industry's first dedicated manufacturer-based training facility and mobile training centers, to help you keep your equipment operating at its peak. Add to that Heil's century-old heritage of commitment to customer satisfaction, and you can feel certain that, when you choose a Half/Pack, you are getting the most productive, durable, safe, and easy to maintain front loader available.

We encourage you to read on to learn more about the Half/Pack's extensive features, and then to contact your authorized Heil Dealer for assistance in choosing the Heil refuse collection vehicle that is right for you. To find the Dealer nearest you, visit www.heil.com.





Half/Pack®

High-Compaction Front Loader Product Specifications

Performance Specifications		@ Idle	@ 1,200 RPM
Container Dump Cycle Time	up complete	10-12 seconds	7-8 seconds
Packer Cycle Time (Eject)		20-23 seconds	14-17 seconds
Arms Lifting Capacity		20-23 seconds @ idle	
Compaction Force		8,000 lbs. (tested to 16,000 lbs.)	
Dump Body Hoist Angle		117,000 lbs.	
		30°	

Available in Serviceable Eject Models with Optional Service Hoist
 *32 yd³ Body Only Available in Eject Model

Hydraulic Specifications	
PUMP	
Type	Single Vane
Maximum Operating Pressure	2,500 psi
Working RPM	1,300 RPM approx.
Flow at Working RPM	50 GPM
OIL RESERVOIR	
Tank Capacity (net)	dump 32 gallons eject 41 gallons
Filters	3 micron return filter with in-cab filter monitor; 100 mesh reusable suction screen
VALVES	
Type	Multi-section stack valve, 50 GPM @ 2,500 psi relief valve to prevent overload damage

All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written Warranty Statement for this product at the time of shipment.

2030 Hamilton Place Blvd., Suite 200, Chattanooga, TN 37421
 866.FOR.HEIL (866.367.4345) • Fax: 423.855.3478
 www.heil.com
 © 2012, Heil Environmental, Printed in the U.S.A.
 FORM #SWS-000002-100212

NJPA Contract #060612-ESG



Chassis Requirements		20 yd³		23 yd³	28 yd³	32 yd³
Usable CT	Single axle w/ Tag	Tandem axle				
	160 in.	154-160 in.		148 to 160 in.	172 to 190 in.	184 to 190 in.
Wheel Base	in.	185 in.		179 to 185 in.	197 to 215 in.	209 to 215 in.
	mm					
GVWR	lbs.	54,000 lbs.		60,000 lbs.	64,000 lbs.	66,000 lbs.
	kg					
Minimum GVWR (F)*	lbs.	20,000 lbs.		20,000 lbs.	20,000 lbs.	20,000 lbs.
	kg					
Minimum GAWR (R)*	lbs.	30,000 lbs.		40,000 lbs.	46,000 lbs.	48,000 lbs.
	kg					
Minimum Platform	in.	227		227	259	277
	mm					

*Typical recommended specifications. Specific specifications are dependent on chassis weight, wheelbase, and expected payload. Chassis must comply with Heil's chassis layout requirements, or body will not be mounted.

Body Specifications		20 yd³	23 yd³	28 yd³	32 yd³
Body Capacity		20 yd³	23 yd³	28 yd³	32 yd³
Hopper Capacity		12 yd³	12 yd³	12 yd³	12 yd³
Gross Capacity		32 yd³	35 yd³	40 yd³	44 yd³
Gross Weight (approx.)	lbs.	18,000 lbs.	18,100 lbs.	19,300 lbs.	20,000 lbs.
	kg				
Overall Length ^(a)	in.	364 in.	383 in.	415 in.	433 in.
	mm				
Overall Width	in.	96 in.	98 in.	96 in.	96 in.
	mm				
Overall Height ^(b)	Arms Down	107 in.	107 in.	107 in.	107 in.
	Arms Up	120 in.	120 in.	120 in.	120 in.
Hopper Opening	in.	83 in. x 93 in.	83 in. x 93 in.	83 in. x 93 in.	83 in. x 93 in.
	mm				

^(a) Arms Down, Forks Tucked ^(b) Above Frame

Cylinder Specifications		20 yd³	23 yd³	28 yd³	32 yd³
Body Cylinders	Type	Bore			
Packer (Eject Models)	(2) 3-Stage Double Acting Telescopic	in.	5.5 in.	5.5 in.	5.5 in.
ARM	(2) Double Acting	mm			
		in.	4.5 in.	4.5 in.	4.5 in.
Hoist (Dump Models)	(2) Single Acting	mm			
		in.	4.5 in.	4.5 in.	N/A
Forks	(2) Double Acting	mm			
		in.	4.0 in.	4.0 in.	4.0 in.
Top door	(1) Double Acting	mm			
		in.	2.8 in.	2.8 in.	2.8 in.
Tailgate	(2) Double Acting Each	mm			
	Raise	in.	3.1 in.	3.1 in.	3.1 in.
	Lock	mm			
		in.	3.0 in.	3.0 in.	3.0 in.

Front Load - Existing

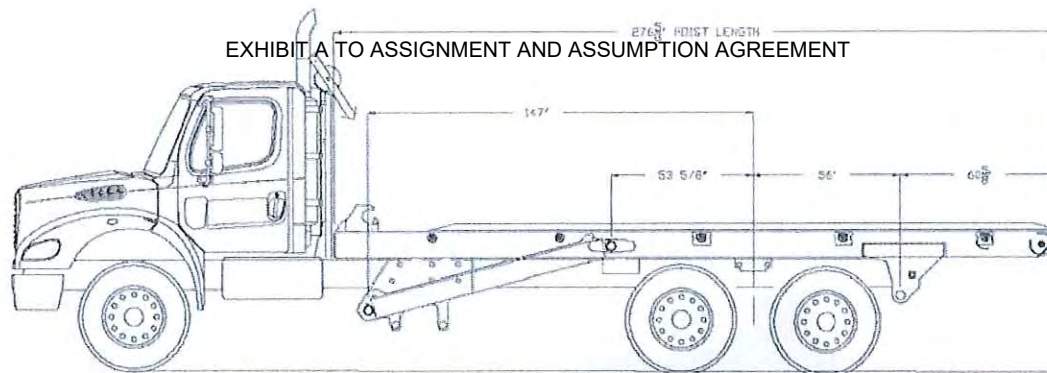


567

ABS Systems	Bendix 4S4M or 6S6M Air
Single Rear Suspensions	Peterbilt AirTrac Reyco 79KB, 102 or 102AR
Tandem Rear Suspension	Peterbilt AirTrac Peterbilt Air Leaf Peterbilt Low Air Leaf Peterbilt FlexAir Hendrickson HMX or RT Chalmers 854 Reyco 102 Neway ADZ
Tridem Rear Suspension	Peterbilt Air Trac Neway ADZ
Tires	Bridgestone, Goodyear or Michelin
Wheels	Steel or Aluminum (22.5" or 24.5")
Quarter Fenders	Black Molded or Stainless Steel
Fifth Wheels	Jost or Holland
Air Dryers	Bendix
Air Tanks	Steel or Aluminum
Chassis Hose	Nylon or Wire Braid
Air & Electric Mounting	Back of Cab or End of Frame
Fuel Tanks	20" Aluminum 50 - 60 Gallon 23" Aluminum 50 - 120 Gallon 26" Aluminum 50 - 150 Gallon
Battery Box	Aluminum
Tool Box	Aluminum
Bumpers	Steel Painted or Chromed Aluminum Natural or Polished

Please see your local Peterbilt dealer to use Peterbilt PROSPECTOR to specify options on your particular truck.





1500 Roll Off Hoist Specifications

Model GH 1500 - 60,000 lb. Capacity (22 ft. box)	
Cylinders	Interchangeable lift and reeving cylinders 6 in. bore X 79 in. stroke single stage
Fenders	Poly replaceable and interchangeable
Air Shift PTO	With direct mounted pump
Hydraulic Tank	50 gallon capacity, side mounted steel
Frame	10 in. X 4 in. X 1/2 in rectangular tubing
Lights	Enclosed sealed beam lights mounted in rubber
Controls	Cable inside and outside of cab
Outside Rollers	4 in. O.D. X 3 3/4 in. long with Aluminum Bronze Bushings
Sheaves	10 in. Diameter with Aluminum Bronze Bushings for longer life
Rear Hinge	Heavy-Duty Steel with 32 in. pin surface
Grease Fittings	At all wear points
Lift Capacity	50,000 to 60,000 lb.
Dump Angle	Approximately 50 degrees
Operating Pressure	1900 PSI
Pump	66 GPM at 1500 RPM
Valve	Multiple Stack - 4 Way Sections
Filter	100 GPM in-tank return line
Cycle Times	34 Seconds
Rear Hold Down	Ratchet Tie Downs
Wear Strips	1/2 in. X 3 in. bar

Model GH 1560 - 60,000 lb. Capacity (22 ft. box)	
The following specifications are the ONLY differences between the 1500 and 1560 Roll Off Hoists	
Cylinders	Interchangeable lift and reeving cylinders 7 in. bore X 79 in. stroke single stage
Cycle Times	39 Seconds


GH Manufacturing
 ISO Registered 9001:2000
 1015 Commercial Blvd. South
 Arlington, Texas 76001
 817-467-9883
 1-800-654-5291



ParkKan Supervisor Truck



Ford Supervisor Truck



FREIGHTLINER

Run Smart

BUSINESS CLASS® M2

TREE CARE & FORESTRY SERVICE



Claw Truck - Existing



FORM 1: RATE(S) PROPOSAL TENDER FORM (page 1 of 8)

RESIDENTIAL and SMALL COMMERCIAL Service						
ALTERNATE Combinations for Respondent Price Proposal	TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICE			Proposed Monthly Rate per Account	Estimated Accounts	Proposed Estimated Monthly TOTAL
	GARBAGE / TRASH (containerized)	RECYCLING (containerized)	BULKY WASTE (not containerized)			
POSSIBLE CONTRACTED COLLECTION FREQUENCY						
A (current)	Twice per week	Once per week	Once per week	Once per week	X 8,253	\$ 113,396.22
Landfill disposal fee shall not be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.						

MULTIFAMILY DWELLING, COMMERCIAL ESTABLISHMENT and UNIQUE COMMERCIAL Service						
ALTERNATE Combinations for Respondent Price Proposal	TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICES			Proposed Rate per Container Cubic Yard Collected	Est. Monthly Avg. Total Cubic Yards	Proposed Estimated Monthly TOTAL
	GARBAGE / TRASH (containerized)	RECYCLING Optional (containerized)	BULKY WASTE (not containerized)			
POSSIBLE CONTRACTED COLLECTION FREQUENCY						
A (current)	Customer/CITY decision (size dumpster / weekly frequency)	Once per week	Once per week	Once per week	\$ 3.45 per Container Cubic Yard Collected	X 24,227 \$ 83,583.15
Landfill disposal fee shall not be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.						

NOTE: Pricing on this option is based upon the fact that Advanced Disposal is awarded both the residential and commercial work combined.

City of Jacksonville Beach,
Public Works Department
Date: 9/8/2016 published

RFP #: 11-1516
Collection, Disposal of Solid Waste and Recycling Services for
the City of Jacksonville Beach

FORM 1: RATE(S) PROPOSAL TENDER FORM (page 2 of 8)

RESIDENTIAL and SMALL COMMERCIAL Service						
ALTERNATE Combinations for Respondent Price Proposal	TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICE			Proposed Monthly Rate per Account	Estimated Accounts	Proposed Estimated Monthly TOTAL
	GARBAGE / TRASH (containerized)	RECYCLING (containerized)	BULKY WASTE (not containerized)			
POSSIBLE CONTRACTED COLLECTION FREQUENCY						
B	Twice per week	Once bi-weekly	Once per week	Once per week	X 8,253	\$ 104,317.92
Landfill disposal fee shall not be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.						

MULTIFAMILY DWELLING, COMMERCIAL ESTABLISHMENT and UNIQUE COMMERCIAL Service						
ALTERNATE Combinations for Respondent Price Proposal	TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICES			Proposed Rate per Container Cubic Yard Collected	Est. Monthly Avg. Total Cubic Yards	Proposed Estimated Monthly TOTAL
	GARBAGE / TRASH (containerized)	RECYCLING Optional (containerized)	BULKY WASTE (not containerized)			
POSSIBLE CONTRACTED COLLECTION FREQUENCY						
B	Customer/CITY decision (size dumpster / weekly frequency)	Once bi-weekly	Once per week	Once per week	\$ 3.45 per Container Cubic Yard Collected	X 24,227 \$ 83,583.15
Landfill disposal fee shall not be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.						

NOTE: Pricing on this option is based upon the fact that Advanced Disposal is awarded both the residential and commercial work combined.

FORM 1: RATE(S) PROPOSAL TENDER FORM (page 3 of 8)

RESIDENTIAL and SMALL COMMERCIAL Service						
ALTERNATE Combination for Respondent Price Proposal	TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICE			Proposed Monthly Rate per Account	Estimated Accounts	Proposed Estimated Monthly TOTAL
	GARBAGE / TRASH (containerized)	RECYCLING (containerized)	BULKY WASTE (not containerized)			
	POSSIBLE CONTRACTED COLLECTION FREQUENCY					
C	Once per week	Once per week	Once per week	Once per week	X 8,253	\$ 97,798.05
Landfill disposal fee shall not be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.						

MULTIFAMILY DWELLING, COMMERCIAL ESTABLISHMENT and UNIQUE COMMERCIAL Service						
ALTERNATE Combination for Respondent Price Proposal	TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICES			Proposed Rate per Container Cubic Yard Collected	Est. Monthly Avg. Total Cubic Yards	Proposed Estimated Monthly TOTAL
	GARBAGE / TRASH (containerized)	RECYCLING Optional (containerized)	BULKY WASTE (not containerized)			
	POSSIBLE CONTRACTED COLLECTION FREQUENCY					
C	Customer/CITY decision (size dumpster / weekly frequency)	Once per week	Once per week	Once per week	X 24,227	\$ 83,583.15
Landfill disposal fee shall not be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.						

NOTE: Pricing on this option is based upon the fact that Advanced Disposal is awarded both the residential and commercial work combined.

EXHIBIT A TO ASSIGNMENT AND ASSUMPTION AGREEMENT

<u>MULTIFAMILY DWELLING, COMMERCIAL ESTABLISHMENT and UNIQUE COMMERCIAL Service</u>						
ALTERNATE Combination for Respondent Price Proposal	TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICES				Quantities, locations, and frequencies of dumpster pickups are subject to change from time-to-time during the term of the contract, or any extension thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, and provision and maintenance of dumpsters/toters are included within the proposed rate(s) below.	
	GARBAGE / TRASH <i>(containerized)</i>	RECYCLING <i>Optional (containerized)</i>	BULKY WASTE <i>(not containerized)</i>	YARD WASTE <i>(not containerized)</i>		
	POSSIBLE CONTRACTED COLLECTION FREQUENCY				Proposed Rate per Container Cubic Yard Collected	Est. Monthly Avg. Total Cubic Yards
	Customer/CITY decision <i>(size dumpster / weekly frequency)</i>	Once bi-weekly	Once per week	Once per week	\$ 3.45 per Container Cubic Yard Collected	X 24,227
	D					\$ 83,583.15
Landfill disposal fee shall not be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.						

Section F: Forms

FORM 1: RATE(S) PROPOSAL TENDER FORM (page 5 of 8)

RESIDENTIAL and SMALL COMMERCIAL Service					
TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICE			Quantities and locations of pickups are subject to change from time-to-time during the term of the contract, or any extensions thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, special disability pull-out service, and provision and maintenance of toters are included within the proposed rate(s) below.		
GARBAGE / TRASH (containerized)	RECYCLING (containerized)	BULKY WASTE (not containerized)	YARD WASTE (not containerized)	Proposed Monthly Rate per Account	Proposed Estimated Monthly TOTAL
POSSIBLE CONTRACTED COLLECTION FREQUENCY					
Twice per week	Once per week	Once per week	Once per week	\$ 17.00 per account	\$ 140,301.00
ALTERNATE Combination for Respondent Price Proposal Respondent Optional Alternate Landfill disposal fee shall not be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.					

***NOTE: Proposed monthly rate of \$17.00/account is based on Advanced Disposal being awarded ONLY the Residential work**

MULTIFAMILY DWELLING, COMMERCIAL ESTABLISHMENT and UNIQUE COMMERCIAL Service					
TYPE SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICES			Quantities, locations, and frequencies of dumpster pickups are subject to change from time-to-time during the term of the contract, or any extension thereof. Collection of garbage/trash, recycling, bulky waste and yard waste, and provision and maintenance of dumpsters/toters are included within the proposed rate(s) below.		
GARBAGE / TRASH (containerized)	RECYCLING Optional (containerized)	BULKY WASTE (not containerized)	YARD WASTE (not containerized)	Proposed Rate per Container Cubic Yard Collected	Proposed Estimated Monthly TOTAL
POSSIBLE CONTRACTED COLLECTION FREQUENCY					
Customer/CITY decision (size dumpster / weekly frequency)	Once per week	Once per week	Once per week	\$ 2.65 per Container Cubic Yard Collected	\$ 64,201.55
ALTERNATE Combination for Respondent Price Proposal Respondent Optional Alternate Landfill disposal fee shall not be included in the proposed rate above. Per inter-local agreement, the CITY receives free landfill service from Jacksonville.					

***NOTE: Proposed rate of \$2.65/container cubic yard is based on Advanced Disposal being awarded ONLY the Commercial work**

FORM 1: RATE(S) PROPOSAL TENDER FORM (page 6 of 8)

Commercial LARGE COMPACTOR PULL and ROLL-OFF PULL Service

Proposed Rate per Pull	Estimated Monthly Number of Pulls	Proposed Estimated Monthly TOTAL
\$ <u>325.00</u> per Pull	X <u>42</u>	\$ <u>13,650.00</u>
¹ Quantities, locations, and frequencies of pickups and sizes and numbers of compactors / roll-offs are subject to change, increase or decrease, from time-to-time during the term of the contract, or any extension thereof, at the sole discretion of the CITY. ² Collection of garbage/trash, recycling, bulky waste, yard waste, improperly placed and abandoned dumps of the same, are included within the proposed rate above. ³ Provision and maintenance of containers (compactors) is the responsibility of the customer. ⁴ Provision and maintenance of containers (roll-offs) is the responsibility of the CONTRACTOR. ⁵ Landfill disposal fee is not included in the proposed rate above. The CITY receives free landfill service per interlocal agreement with Jacksonville.		

NOTE: Proposed rate of \$325.00/pull is based on Advanced Disposal being awarded both the Residential and Commercial work

City of Jacksonville Beach,
Public Works Department
Date: 9/8/2016 published

RFP #: 11-1516
Collection, Disposal of Solid Waste and Recycling Services for
the City of Jacksonville Beach

FORM 1: RATE(S) PROPOSAL TENDER FORM (page 6 of 8)

ALTERNATE BID: STAND ALONE ROLL-OFF PRICING

Commercial LARGE COMPACTOR PULL and ROLL-OFF PULL Service

Proposed Rate per Pull	Estimated Monthly Number of Pulls	Proposed Estimated Monthly TOTAL
\$ <u>275.00</u> per Pull	X <u>42</u>	\$ <u>11,550.00</u>
¹ Quantities, locations, and frequencies of pickups and sizes and numbers of compactors / roll-offs are subject to change, increase or decrease, from time-to-time during the term of the contract, or any extension thereof, at the sole discretion of the CITY. ² Collection of garbage/trash, recycling, bulky waste, yard waste, improperly placed and abandoned dumps of the same, are included within the proposed rate above. ³ Provision and maintenance of containers (compactors) is the responsibility of the customer. ⁴ Provision and maintenance of containers (roll-offs) is the responsibility of the CONTRACTOR. ⁵ Landfill disposal fee is not included in the proposed rate above. The CITY receives free landfill service per interlocal agreement with Jacksonville.		

NOTE: Proposed rate of \$275.00/pull is based on Advanced Disposal being awarded only the Commercial work and not the Residential work

City of Jacksonville Beach,
Public Works Department
Date: 9/8/2016 published

RFP #: 11-1516
Collection, Disposal of Solid Waste and Recycling Services for
the City of Jacksonville Beach

FORM 1: RATE(S) PROPOSAL TENDER FORM (page 7 of 8)

**SUMMARY of
ESTIMATED ANNUAL PROPOSAL**

Service Type	SOLID WASTE / RECYCLING COLLECTION & DISPOSAL SERVICES ALTERNATE COMBINATIONS of SERVICE (Garbage/Trash, Recycling, Bulky Waste and Yard Waste)AL				
	A	B	C	D	Respondent Optional
TYPE SERVICES	Estimated Monthly TOTAL	Estimated Monthly TOTAL	Estimated Monthly TOTAL	Estimated Monthly TOTAL	Estimated Monthly TOTAL
• Residential & Small Commercial	113,396.22	104,317.92	97,798.05	90,370.35	\$140,301.00 Stand alone
• Multifamily Dwelling, Commercial Establishment, & Unique Commercial	83,583.15	83,583.15	83,583.15	83,583.15	\$64,201.55 Stand alone
• Commercial Large Compactor & Roll-Off Pull	13,650.00	13,650.00	13,650.00	13,650.00	\$11,550.00 Stand alone
Estimated Monthly SUB-TOTAL:	210,629.37	201,551.07	195,031.20	187,603.50	216,052.55
	X 12 months	X 12 months	X 12 months	X 12 months	X 12 months
Estimated Annual GRAND TOTAL:	\$2,527,552.44	\$2,418,612.84	\$2,340,374.40	\$2,251,242.00	\$2,592,630.60
¹ The CITY reserves the right to charge a FRANCHISE FEE on all services provided by the CONTRACTOR, or any portion thereof, as the CITY chooses from time-to-time. If and when the CITY chooses to impose a FRANCHISE FEE, the increase in rate to cover the additional costs to the CONTRACTOR shall be negotiated.					

City of Jacksonville Beach,
Public Works Department
Date: 9/8/2016 published

RFP #: 11-1516
Collection, Disposal of Solid Waste and Recycling Services for
the City of Jacksonville Beach

FORM 1: RATE(S) PROPOSAL TENDER FORM (page 6 of 8)

It is suggested that each fee rate at contract start should be apportioned as shown following:

- a. 85.8 percent (%) applicable to the Collection Component portion.
- b. 14.2 percent (%) applicable to the Fuel Cost Component portion.

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 RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	#	SECTION TITLE
[gm]	1.	Title Page
[gm]	2.	Table of Contents
[gm]	3.	Letter of Transmittal
[gm]	4.	FORM 1: RATE(S) PROPOSAL TENDER FORM (completed pages 81 thru 88)
[gm]	5.	FORM 2: PROPOSAL AWARD NOTICE FORM – (completed page 89)
[gm]	6.	FORM 3: REQUIRED DISCLOSURE FORM (completed page 90)
[gm]	7.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM (completed page 91)
[gm]	8.	FORM 5: NONCOLLUSION AFFIDAVIT (completed page 92)
[gm]	9.	Scope of Services Proposed
[gm]	10.	Qualifications and Competency
[gm]	11.	Equipment Availability & Capability
[gm]	12.	Financial Capability
[gm]	13.	Completed form W-9 request for tax payer Identification number and certification.

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

ADDENDA RECEIPT VERIFICATION

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

Addendum #: 1 Dated: 9/29/2016

Addendum #: 2 Dated: 10/20/2016

Addendum 3
Dated 10/21/2016

By: _____

Signature of Authorized Submitter

John Spegal

Title (typed or neatly printed)

City of Jacksonville Beach,
Public Works Department
Date: 9/8/2016 published

RFP #: 11-1516
Collection, Disposal of Solid Waste and Recycling Services for
the City of Jacksonville Beach

FORM 2**PROPOSAL AWARD NOTICE FORM***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 respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

1. Company Name: Advanced Disposal Services Jacksonville, FL
 2. Address: 7580 Philips Highway
 3. City, State & Zip: Jacksonville, FL 32256
 4. Attention: Derick Redding
 5. Phone: 904.737.7000 Fax: 904.731.7094
 6. E-mail address: Derick.Redding@advanceddisposal.com
- PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager and/or City Council for award of RFP No. 11-1516 per the attached Proposal 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 respondent of the Proposal Award Notice from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP or combination of RFP 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 proposal.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Jason Phitides
Property & Procurement Division

City of Jacksonville Beach,
Public Works Department
Date: 9/8/2016 published

RFP #: 11-1516
Collection, Disposal of Solid Waste and Recycling Services for
the City of Jacksonville Beach

FORM 3**REQUIRED DISCLOSURE FORM**

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent 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 respondent whose stock is publicly owned and traded:

None

Signed: _____

Title: Chief Operating Officer

CONTRACTOR: Advanced Disposal Services Jacksonville, LLC

City of Jacksonville Beach,
Public Works Department
Date: 9/8/2016 published

RFP #: 11-1516
Collection, Disposal of Solid Waste and Recycling Services for
the City of Jacksonville Beach

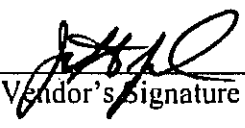
FORM 4

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, 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 proposal 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 proposals 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

City of Jacksonville Beach,
Public Works Department
Date: 9/8/2016 published

RFP #: 11-1516
Collection, Disposal of Solid Waste and Recycling Services for
the City of Jacksonville Beach

FORM 5
NONCOLLUSION AFFIDAVIT

John Spegal, being first duly sworn deposes and says that:

1. He (it) is the Chief Operating Officer of the respondent that has submitted the attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent 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 respondent, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal 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 respondent firm, or person to fix the price or prices in the attached proposal or of any other respondent or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Respondents, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

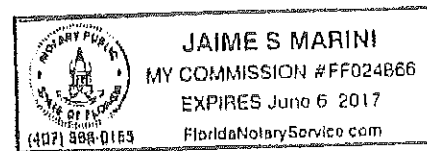
By: 

Sworn and subscribed to before me this 26th day of October,

2016 in the State of Florida, County of St. Johns.

Jaime S. Marini Notary Public

My Commission Expires: June 6, 2017



Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

2 Business name/disregarded entity name, if different from above
Advanced Disposal Services Jacksonville, LLC

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

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

5 Address (number, street, and apt. or suite no.)
7580 Philips Highway

6 City, state, and ZIP code
Jacksonville, FL 32256

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

[]	[]	[]	-	[]	-	[]	[]	[]	[]
-----	-----	-----	---	-----	---	-----	-----	-----	-----

or

Employer identification number

5	9	-	3	6	9	9	6	0	5
---	---	---	---	---	---	---	---	---	---

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 on page 3.

Sign Here Signature of U.S. person ▶ *Jaime Somarini* Date ▶ *10.26.2016*

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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?* on page 2 for further information.

City of Jacksonville Beach
Public Works
Date: 09/29/2016

ADDENDUM NO. 1

RFP #: 11-1516
Collection, Disposal of Solid Waste and Recycling Services
for the City of Jacksonville Beach

ADDENDUM No. 1 (page 5 of 5)

Question 15: *Page 72 Section 14 Change in Cost of Doing Business: Is the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics considered an appropriate index?*

Answer 15: This topic will be discussed during negotiations with the top rated firm, with the CITY having final determination / approval and will be included in the franchise contract. (Please see bottom of page 72.) The CITY's existing solid waste collection franchise contract utilizes the Consumer Price Index (CPI) – All Urban Consumers (Not Seasonally Adjusted, U.S. City Average, All Items), published by the U.S. Department of Labor.

Question 16: *Submission Deadline: Will the City grant a 2-week extension on the deadline for submission?*

Answer 16: The CITY extends the deadline for submission of proposal(s) one week to:

2:00PM, WEDNESDAY, October 26, 2016.

Question 17: *Is the City willing to accept alternate proposals that remove the termination for convenience clause?*

Answer 17: No. (For reference, this clause is on Page 11, Section B: General Provisions.)

Company Name: Advanced Disposal Services Jacksonville, LLC

Signed:

Jaime Marini

Print Name:

Jaime Marini

Title: Proposal Manager

City of Jacksonville Beach
Public Works
Date: 10/20/16

ADDENDUM NO. 2

RFP #: 11-1516
Collection, Disposal of Solid Waste and Recycling Services
for the City of Jacksonville Beach

ADDENDUM No. 2 (page 3 of 3)

Question 11: On page 75 you request written evidence from the surety stating that the contractor has the ability to fulfill the required \$1,000,000.00 Performance Bond, however the amount of the required performance bond stated elsewhere in the RFP and hard coded into the actual bond form is 100% of the full contract. Can you please confirm the correct amount needed? Is it \$1 million or 100% of the contract?

Answer 11: The correct amount is 100% of the contract.

Paragraph 4 FINANCIAL CAPABILITY on Page 75 part a) is hereby amended to read as follows:

" Include written evidence from surety stating that CONTRACTOR has the ability to fulfill the required Performance Bond, if awarded the Contract".

For sufficient response to this RFP, Respondents only need to show proof of the ability to obtain such bond. The surety bond must be provided within 10 days after receiving notice of contract award.

Question 12: Please confirm that Form 6, pages 93-95, does not need to be submitted unless awarded the contract. This was stated in the pre-bid meeting but not yet addressed in an addendum.

Answer 12: Form 6 is not submitted with the proposal.

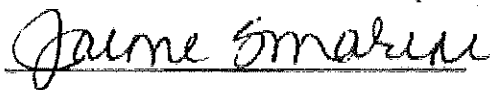
However, per page 75, sub-paragraph 4.a), the respondent is to submit with the proposal written evidence from surety that the respondent has the ability to fulfill the required Performance Bond if awarded the Contract. This means providing a properly executed Form 6 soon after Contract award.

Question 13: I understand that the house count of 8221 includes commercial hand pickups. Could you please tell me how many are residential and how many are commercial?

Answer 13: 7893 residential and 328 commercial

Company Name: Advanced Disposal Services Jacksonville, LLC

Signed:



Print Name: Jaime Marini Title: Proposal Manager

City of Jacksonville Beach
Public Works
Date: 10/21/16

ADDENDUM NO. 3

RFP #: 11-1516
Collection, Disposal of Solid Waste and Recycling Services
for the City of Jacksonville Beach

ADDENDUM No. 3 (page 1 of 1)

The purpose of Addendum No. 3 to RFP 11-1516 is to clarify the following:

Question 1: On the Base Pricing Sheets, we would like to Notate on our pricing sheets that our price for Residential collection and our Commercial pricing is based on the assumption that we are awarded both the residential and commercial together. Is this acceptable?

Answer 1: Yes,

Question 2: On our Alternate Proposal, we would like to submit pricing for Residential collection on the basis if we were only awarded the residential contract and vice versa submit another Alternate Proposal based on pricing for commercial rates if we were only awarded the Commercial contract and clearly Notate this on our Alternate proposals. Is this acceptable?

Answer 2: Yes.

Company Name: Advanced Disposal Services Jacksonville, LLC

Signed:

Jaime Marini

Print Name: Jaime Marini Title: Proposal Manager

Attachment D

Notice to Proceed



City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of

Public Works

1460-A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6219

Fax: 904.247.6117

www.jacksonvillebeach.org

January 9, 2017

Derick Redding

General Manager

Advanced Disposal Services Jacksonville, LLC

7580 Phillips Highway

Jacksonville, FL 32256

RE: **Notice to Proceed**, Franchise Contract Agreement, RFP 11-1516, Collection of Solid Waste and Recycling for the City of Jacksonville Beach, FL

Dear Mr. Redding,

The City Council, at its December 5, 2016 meeting, awarded RFP 11-1516, Collection of Solid Waste and Recycling for the City of Jacksonville Beach, Florida, to Advanced Disposal Services Jacksonville, LLC for an initial contract term of six (6) years.

The effective date of the "Notice to Proceed" for this franchise contract shall be Monday, February 6, 2017. The initial contract term begins on this date.

Sincerely,

A handwritten signature in black ink, appearing to read "William T. Edwards".

William T. Edwards,
Public Works Director



Attachment E

Approved Council Memorandum – RFP No. 11-1516.

November 23, 2016

APPROVED BY COUNCIL

TO: George Forbes, City Manager

12/5/2016

FROM: Ty Edwards, Public Works

*Modified on page 3
as approved by Council
w/ 3E*

RE: Award RFP 11-1516, Collection and Disposal of Solid Waste and Recycling Services

ACTION REQUESTED:

Award a continuous service contract to **Advanced Disposal Services Jacksonville, LLC**, in response to RFP 11-1516 for Collection and Disposal of Solid Waste and Recycling Services.

BACKGROUND:

The current contract for the collection and disposal of solid waste and recycling services is due to expire on December 15, 2016. For this reason, we advertised RFP 11-1516 on September 8, 2016, seeking qualified vendors to provide a comprehensive solid waste and recycling collection program that will deliver:

- Timely collection of solid waste and recycling;
- Excellent customer service at all times;
- Responsive communication and speedy resolution to customer concerns;
- Fair and reasonable pricing.

The scope of services included issuing residential recycling carts (95-gallon) to replace the current recycling bins (18-gallon), and requested proposed pricing for four (4) different combinations of pickup frequencies for garbage and recycling.

	RESIDENTIAL PICKUP FREQUENCY			
<u>Alternates</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
<i>Garbage/Trash</i>	Twice per week	Twice per week	Once per week	Once per week
<i>Recycling</i>	Once per week	Once every 2 weeks	Once per week	Once every 2 weeks
<i>Yard Waste</i>	Once per week	Once per week	Once per week	Once per week
<i>Bulky Waste</i>	Once per week	Once per week	Once per week	Once per week

¹ Small Commercial Pickup is similar to Residential Pickup.

² Dumpster Pickup Frequency is based on customer need. Also, dumpster customers also receive bulky waste pickup and yard waste (*not contractor generated*) pickup.

³ Standard issue garbage and recycling carts are 95-gallon capacity. After 90-day break-in period, 64-gallon capacity recycling cart is optional based on customer request.

⁴ Historically recycling increases by about 40% with transition to the 95-gallon carts.

⁵ **Alternate D** is the frequency combination that will provide our customers with satisfactory service levels at the most cost effective price; has been implemented successfully in many locations.

City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of Public

Works

1460-A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6219

Fax: 904.247.6117

www.jacksonvillebeach.org



Proposals were sent to six (6) vendors. A pre-proposal meeting was held on September 21, 2016. Subsequently, we received responses from **Advanced Disposal, Republic Services** and **WastePro** by the closing date, October 26, 2016.

The proposal evaluation committee, consisting, of the Public Works Project Engineer, the Streets Superintendent, the Property & Procurement Officer and the Public Works Director met on Wednesday, November 9, 2016, at its publicly noticed review meeting. The committee evaluated and scored the three (3) submitted responses based on proposed scope of services, qualifications and competence, equipment availability and capability, and pricing.

While each firm provided clear and concise work plans that demonstrated the ability to deliver solid waste and recycling services, the response from **Advanced Disposal** received the highest score as they provided noteworthy customer satisfaction surveys and current references, together with the most complete schedule of equipment. The firm's score was further enhanced by providing the lowest pricing in each of the alternate pickup frequency schedules. The overall scores and ranking are:

<u>Responders</u>	<u>Weighted Total Score</u>	<u>Rank Order</u>
Advanced Disposal	31.0	1st
Republic Services	21.5	3 rd
WastePro	23.0	2 nd
¹ The collective scoring summary is attached. ² Proposed pricing is attached. ³ <i>Advanced Disposal Jacksonville, LLC</i> , is located on Philips Highway in Jacksonville. The firm's national headquarters is located nearby in Ponte Vedra, FL.		

On November 14, 2016, the committee met with the highest ranked firm, *Advanced Disposal*, to review the firm's proposal with its management to ensure that the City's scope of services was understood and would be met. Subsequently, references were contacted to confirm the performance of *Advanced Disposal*.

The contract term is six (6) years. Thereafter, the contract may be extended at the City's sole discretion in terms of not more than six (6) years in length. The collection costs will adjust annually based on the increase or decrease in the selected Consumer Price Index (minus fuel). There is also a fuel adjustment provision, where fuel prices will be reviewed bi-annually against the contract base fuel price and a selected fuel index. Costs will be adjusted downward or upward accordingly.

RECOMMENDATION:

1. Award a continuous service contract to *Advanced Disposal Services Jacksonville, a Limited Liability Corporation*, and authorize the Mayor and City Manager to execute a contract with Advanced Disposal Services. W3L
2. Authorize a residential pickup frequency for garbage/trash ^{of twice per week and} recycling, yard waste, and bulky waste of once per week. W3L

Modified as approved by Council. W3L



City of Jacksonville Beach • Public Works Dept. • 1460-A Shetter Ave. • Jacksonville Beach FL 32250

TO:	RECORD
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	October 20, 2021
SUBJECT:	Article B-2, FEE RATES at Contract Start (Full, Collection Component and Fuel Cost Component) and ADJUSTMENT INDICES , on Page 2 of 7 in Attachment "B" , Contract between the City of Jacksonville Beach, Florida, and <i>Advanced Disposal Services Jacksonville LLC</i> , for Collection and Disposal of Solid Waste and Recycling for the City of Jacksonville Beach

Under the referenced contract provision, the following rates are set based on the effective dates shown:

<u>Type of Service</u>	<u>Old Rate</u>	<u>New Rates</u>	
		<u>Rate</u> ¹	<u>Effective Date</u>
B-2.1 • Residential (garbage, recycling) • Small Commercial (garbage) • Unique Commercial (garbage)	\$15.44 per account	15.64 per account	9/1/2021
B-2.2 • Multifamily (garbage) • Commercial Establishment (garbage) • Bulk for Unique Commercial • Recycling for Multifamily and all Commercial	\$3.88 per container cubic yard collected	\$3.93 per container cubic yard collected	9/1/2021
B-2.3 • Large Compactor Pull • Roll-off Pull	\$365.32 per pull	\$370.01 per pull	9/1/2021

¹ See attached **Exhibit "A"** with Effective Date 3/1/2021.

² Based on the Contract Start Date (2/6/2017), the next 6-month rate review is scheduled to take place at the end of February 2022, to be effective March 1, 2022 or later.



City of Jacksonville Beach • Public Works Dept. • 1460-A Shetter Ave. • Jacksonville Beach FL 32250

CITY OF JACKSONVILLE BEACH, FL

WASTE MANAGEMENT &
ADVANCED DISPOSAL SERVICES
JACKSONVILLE LLC:

AGREED:

A handwritten signature in blue ink, appearing to read "Dennis W. Barron, Jr.", written over a horizontal line.

Signature

AGREED:

A handwritten signature in blue ink, appearing to read "Tige C. Harrington", written over a horizontal line.

Signature

Dennis W. Barron, Jr.

Printed Name

A handwritten signature in blue ink, appearing to read "Tige C. Harrington", written over a horizontal line.

Printed Name

A handwritten date "10/20/2021" in blue ink, written over a horizontal line.

Date

A handwritten date "10/20/2021" in blue ink, written over a horizontal line.

Date

Yellow boxes indicate data entry fields

[illegible]

Yellow boxes indicate data entry fields

									CURRENT		NEW			
Article B-2. FEE RATES and ADJUSTMENT INDICES	Contract Start	Fuel Only	CPI Annual + Fuel Cost	Fuel Only	CPI Annual + Fuel Cost	Fuel Only	CPI Annual + Fuel Cost	Fuel Only	CPI Annual + Fuel Cost	Fuel Only	CPI Annual + Fuel Cost	Fuel Only	CPI Annual + Fuel Cost	
Effective Date:	2/6/2017	10/1/2017	3/1/2018	9/1/2018	3/1/2019	9/1/2019	3/1/2020	9/1/2020	3/1/2021	9/1/2021	3/1/2022	9/1/2022	3/1/2023	
SECTION 2 - APPLY CHANGES TO RATES														
B-2.1 - RESIDENTIAL														
	Collection Component													
	Beginning Collection Comp. Rate	\$ 11.79	\$ 11.79	\$ 11.79	\$ 12.05	\$ 12.05	\$ 12.53	\$ 12.53	\$ 12.93	\$ 12.93	\$ 13.38	\$ 13.38	\$ 13.38	
	CPI Change			\$ 0.26		\$ 0.48		\$ 0.40		\$ 0.45		\$ -	\$ -	
	New Collection Component Rate	\$ 11.79	\$ 11.79	\$ 12.05	\$ 12.05	\$ 12.53	\$ 12.53	\$ 12.93	\$ 12.93	\$ 13.38	\$ 13.38	\$ 13.38	\$ 13.38	
	Fuel Cost Component													
	Base Fuel Cost Comp. Rate (constant)	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95	
	Fuel Rate Adjustment		\$ (0.16)	\$ 0.10	\$ 0.24	\$ 0.13	\$ 0.08	\$ 0.01	\$ (0.27)	\$ 0.11	\$ 0.31	\$ 0.17	\$ 0.17	
	New Fuel Cost Comp. Rate	\$ 1.95	\$ 1.79	\$ 2.05	\$ 2.19	\$ 2.08	\$ 2.03	\$ 1.96	\$ 1.68	\$ 2.06	\$ 2.26	\$ 2.12	\$ 2.12	
	Full Rate													
	Collection Component	\$ 11.79	\$ 11.79	\$ 12.05	\$ 12.05	\$ 12.53	\$ 12.53	\$ 12.93	\$ 12.93	\$ 13.38	\$ 13.38	\$ 13.38	\$ 13.38	
	Fuel Cost Component	\$ 1.95	\$ 1.79	\$ 2.05	\$ 2.19	\$ 2.08	\$ 2.03	\$ 1.96	\$ 1.68	\$ 2.06	\$ 2.26	\$ 2.12	\$ 2.12	
	Full Rate - Residential	\$ 13.74	\$ 13.58	\$ 14.10	\$ 14.24	\$ 14.61	\$ 14.56	\$ 14.89	\$ 14.61	\$ 15.44	\$ 15.64	\$ 15.50	\$ 15.50	
	check calculation (should be zero)													
	B-2.2 - COMMERCIAL		-	-	-	-	-	-	-	-	-	-	-	-
Collection Component														
Beginning Collection Comp. Rate		\$ 2.96	\$ 2.96	\$ 2.96	\$ 3.03	\$ 3.03	\$ 3.15	\$ 3.15	\$ 3.25	\$ 3.25	\$ 3.36	\$ 3.36	\$ 3.36	
CPI Change				\$ 0.07		\$ 0.12		\$ 0.10		\$ 0.11		\$ -	\$ -	
New Collection Component Rate		\$ 2.96	\$ 2.96	\$ 3.03	\$ 3.03	\$ 3.15	\$ 3.15	\$ 3.25	\$ 3.25	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36	
Fuel Cost Component														
Base Fuel Cost Comp. Rate (constant)		\$ 0.49	\$ 0.49	\$ 0.49	\$ 0.49	\$ 0.49	\$ 0.49	\$ 0.49	\$ 0.49	\$ 0.49	\$ 0.49	\$ 0.49	\$ 0.49	
Fuel Rate Adjustment			\$ (0.04)	\$ 0.03	\$ 0.06	\$ 0.03	\$ 0.02	\$ -	\$ (0.07)	\$ 0.03	\$ 0.08	\$ 0.04	\$ 0.04	
New Fuel Cost Comp. Rate		\$ 0.49	\$ 0.45	\$ 0.52	\$ 0.55	\$ 0.52	\$ 0.51	\$ 0.49	\$ 0.42	\$ 0.52	\$ 0.57	\$ 0.53	\$ 0.53	
Full Rate														
Collection Component		\$ 2.96	\$ 2.96	\$ 3.03	\$ 3.03	\$ 3.15	\$ 3.15	\$ 3.25	\$ 3.25	\$ 3.36	\$ 3.36	\$ 3.36	\$ 3.36	
Fuel Cost Component		\$ 0.49	\$ 0.45	\$ 0.52	\$ 0.55	\$ 0.52	\$ 0.51	\$ 0.49	\$ 0.42	\$ 0.52	\$ 0.57	\$ 0.53	\$ 0.53	
Full Rate - Commercial		\$ 3.45	\$ 3.41	\$ 3.55	\$ 3.58	\$ 3.67	\$ 3.66	\$ 3.74	\$ 3.67	\$ 3.88	\$ 3.93	\$ 3.89	\$ 3.89	
check calculation (should be zero)														
B-2.3 - COMPACTOR			-	-	-	-	-	-	-	-	-	-	-	-
	Collection Component													
	Beginning Collection Comp. Rate	\$ 278.85	\$ 278.85	\$ 278.85	\$ 284.98	\$ 284.98	\$ 296.26	\$ 296.26	\$ 305.80	\$ 305.80	\$ 316.46	\$ 316.46	\$ 316.46	
	CPI Change			\$ 6.13		\$ 11.28		\$ 9.54		\$ 10.66		\$ -	\$ -	
	New Collection Component Rate	\$ 278.85	\$ 278.85	\$ 284.98	\$ 284.98	\$ 296.26	\$ 296.26	\$ 305.80	\$ 305.80	\$ 316.46	\$ 316.46	\$ 316.46	\$ 316.46	
	Fuel Cost Component													
	Base Fuel Cost Comp. Rate (constant)	\$ 46.15	\$ 46.15	\$ 46.15	\$ 46.15	\$ 46.15	\$ 46.15	\$ 46.15	\$ 46.15	\$ 46.15	\$ 46.15	\$ 46.15	\$ 46.15	
	Fuel Rate Adjustment		\$ (3.86)	\$ 2.46	\$ 5.61	\$ 3.18	\$ 1.93	\$ 0.34	\$ (6.35)	\$ 2.71	\$ 7.40	\$ 4.03	\$ 4.03	
	New Fuel Cost Comp. Rate	\$ 46.15	\$ 42.29	\$ 48.61	\$ 51.76	\$ 49.33	\$ 48.08	\$ 46.49	\$ 39.80	\$ 48.86	\$ 53.55	\$ 50.18	\$ 50.18	
	Full Rate													
	Collection Component	\$ 278.85	\$ 278.85	\$ 284.98	\$ 284.98	\$ 296.26	\$ 296.26	\$ 305.80	\$ 305.80	\$ 316.46	\$ 316.46	\$ 316.46	\$ 316.46	
	Fuel Cost Component	\$ 46.15	\$ 42.29	\$ 48.61	\$ 51.76	\$ 49.33	\$ 48.08	\$ 46.49	\$ 39.80	\$ 48.86	\$ 53.55	\$ 50.18	\$ 50.18	
	Full Rate - Compactor	\$ 325.00	\$ 321.14	\$ 333.59	\$ 336.74	\$ 345.59	\$ 344.34	\$ 352.29	\$ 345.60	\$ 365.32	\$ 370.01	\$ 366.64	\$ 366.64	
	check calculation (should be zero)													
			-	-	-	-	-	-	-	-	-	-	-	-



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	11/18/2021
SUBJECT:	Repair of the Shared Wastewater Effluent Outfall

BACKGROUND

In 1984, the three beach communities created and signed an interlocal agreement creating Duval Beaches Regional Sewer Utility to allow the communities to share a wastewater effluent line discharging into the St. John's River near Mayport. In April of 2021, Atlantic Beach hired Atlantic Engineering Services (AES) to complete a Structural Condition Assessment of Outfall Pipe Supports. This report yielded the recommendation to replace several components of the supports crossing Sherman Creek, Pucket Creek, and Mayport Road at A1A. Atlantic Beach bid this project with two bids received, with the lowest response being \$388,430 and the highest response being \$396,798. Atlantic Beach's purchasing department is recommending the lowest bidder, Hager Construction Company, to complete the work for \$388,430 for their Bid No. 2122-01. These repair costs are to be split between the three beach communities as follows:

Contractor	Bid Amount	COJB	CONB	COAB
Hager Construction	\$388,430	41.30%	13.70%	45%
Total Cost Per City		\$160,421.59	\$53,214.91	\$174,793.50

The percentage splits per beach community are determined by the 2003 memorandum, based on the Design Flow per Treatment Plant per City, as shown below:

<u>Treatment Plant</u>	Design Flow <u>(MGD)</u>	Percent of Total Flow of <u>All 4 Treatment Plants</u>
Jacksonville Beach	4.5	41.30%
Neptune Beach	1.5	13.70%
Atlantic Beach	4.9	45.00%
TOTAL	10.9	100%

FINANCIAL IMPACT

This expense is unbudgeted, as the report was completed after the FY2022 Budget process was well underway. Funding is available in the Water and Sewer Fund operating reserve. The funds will be spent from the following account: 420-07-0706-535-63-563000, and the budget will be amended as part of the mid-year budget adjustment.



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

REQUESTED ACTION

Approve/Disapprove the repair of the Shared Wastewater Effluent Outfall in the Amount of \$160,422

ATTACHMENTS

1. Outfall Pipeline Evaluation
2. Engineer Estimate - 06-19-21
3. Bid 2122-01 Plans
4. Bid 2122-01 Outfall Pipeline Creek Crossing Improvements Bid Tab
5. Bid 2122-01 Shared Costs With Local Beaches
6. Memorandum-Duval Beaches Fair Share Costs



**ATLANTIC
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Jacksonville, FL 32211
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FX: 904.725.9295
jax@aespj.com
www.aespj.com

Structural Condition Assessment Outfall Pipe Supports Jacksonville Beach, FL

Prepared For

Saltus Engineering, Inc.
212 North Ridge Drive
Fleming Island, FL 32003-8145

Prepared By

Atlantic Engineering Services of Jacksonville
6501 Arlington Expressway, Building B, Suite 201
Jacksonville, FL 32211

AES Project No. 321-006
April 9, 2021



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April 9, 2021

Ms. Heather Cavanagh, P.E.
Saltus Engineering, Inc.
212 North Ridge Drive
Fleming Island, FL 32003-8145

Re: Outfall Pipe Support Evaluation
Jacksonville Beach, Florida

AES Project: #321-006

Dear Heather:

This report presents the findings and recommendations of Atlantic Engineering Services of Jacksonville (AES) regarding the structural condition assessment of the piles and beams support for the outfall pipes at SR A1A and Mayport Road; Puckett Creek, and Sherman Creek, all located in Jacksonville Beach, Florida. (See Appendix A)

OBSERVATIONS

1. **SR A1A and Mayport Road (Outfall D-001)**: This pipe crossing consists of two (2) wood timber bents supporting one (1) 24-inch diameter Effluent Force Main. The following was observed:
 - a. The piles consisted of 12"-14" diameter timber piles. The pile cap consisted of a 12"x16" timber beam. The piles beams appeared to be treated with creosote. The beams are anchored to the pile with a single lag bolt through the top of the beam. (See Photograph #1)
 - b. Both piles on the north bent are deteriorated to at least the water line. The beam is deteriorated and infested with termites. The pipe is crushing the top of the beam. (See Photographs #2, #3, and #4)
 - c. At the south bent, the top foot of the east pile is deteriorated. The top few inches of the west pile is deteriorated. The top of the beam is beginning to deteriorate. (See Photographs #5 and #6)
2. **Puckett Creek (Outfall D-002)**: This pipe crossing consists of two (2) wood timber bents supporting one (1) 18-inch diameter Vitrified Clay Pipeline.
 - a. The piles consisted of 12"-14" diameter timber piles. The pile cap consisted of 12"x16" timber beam. The piles beams appeared to be treated with creosote. The beams are anchored to the pile with a single lag bolt through the top of the beam. (See Photograph #7)
 - b. Both piles on the north bent are severely deteriorated and likely infested with wood worms. The beam is also rotted at the bottom. Based on our observations, the beam is subject to a wet/dry cycle with the tide. (See Photograph #8)
 - c. Both piles on the south bent are severely deteriorated. The piles have visibly lost a significant portion of their cross section. The beam is also rotted at the bottom. Based on our observations, the beam is subject to a wet/dry cycle with the tide. (See Photograph #9)



3. **Sherman Creek:** This pipe crossing consists of a 12-inch and 24-inch Effluent Force Main, and a JEA water line with eight (8) bents consisting of pressure treated wood piles with 6-inch deep galvanized steel channels and 6-inch deep galvanized steel cross bracing channels. Bents 1 and 8 are two (2) pile bents and bents 2 through 7 are four (4) pile bents. (See Photographs #10 and #11)
 - a. Bent #1: This bent is overall in good condition. There is minor surface deterioration of the wood piles. The two (2) horizontal steel beams are in good condition. It is on the shoreline and does not have cross bracing. (See Photograph #12)
 - b. Although it is not included in the scope of this study, it was noted there was corrosion of the 24-inch pipe at the ground interface. (See Photograph #13)
 - c. Bent #2: The west center pile is split at the top beam connection. There is minor deterioration of the west pile and moderate deterioration of the east pile. The cross bracing is severely deteriorated. (See Photograph #14 and #21)
 - d. Bent #3: The east center pile is split at the top beam connection. There is minor deterioration of the west pile and moderate deterioration of the second pile from the west side. The cross bracing is severely deteriorated. (See Photograph #15)
 - e. Bent #4: Both the center piles are split at the top beam connections. The west pile has minor deterioration. The cross bracing is severely deteriorated. (See Photograph #16)
 - f. Bent #5: The east and west piles have moderate deterioration. The two (2) interior piles have minor deterioration. The second pile from the east is split at the top beam connection. The cross bracing is severely deteriorated. (See Photograph #17)
 - g. Bent #6: The west pile has moderate deterioration. The second pile from the west is split at the top beam connection. The cross bracing is severely deteriorated. (See Photograph #18)
 - h. Bent #7: The east pile has moderate deterioration. The second pile from the west has significant deterioration. The two (2) piles on the west side and the east side pile have moderate deterioration. The cross bracing is severely deteriorated. (See Photograph #19)
 - i. Bent #8: The bent is in good condition, although the JEA pipe is not bearing on the beam. (See Photograph #20)

EVALUATION AND RECOMMENDATIONS

1. **SR A1A and Mayport Road (Outfall D-001):** The wood bents have deteriorated beyond the point of repair. The piles and bents are severely deteriorated and not economically feasible to repair. It is recommended that these bents be replaced.
2. **Puckett Creek (Outfall D-002):** The wood bents have deteriorated beyond the point of repair. The piles and bents are severely deteriorated and not economically feasible to repair. It is recommended that these bents be replaced.
3. **Sherman Creek:** The bents at Sherman Creek are in fair condition and require repair. It is our opinion that replacement of the bents is not required at this time. The following repairs are recommended to extend the useful life of this support structure:
 - a. Replace all the cross bracing. All the cross bracing is deteriorated beyond repair. Since these braces are in the tidal zone, it is recommended that they be replaced with stainless steel bracing, or at a minimum, hot dipped galvanized if stainless steel is too cost prohibitive.



- b. Several piles have moderate deterioration at the tidal zone. One (1) pile at bent #7 has significant deterioration. Jackets are recommended at piles in bents #2 (one required), #3 (one required), #5 (2 required), #6 (one required) and #7 (3 required). It is recommended these piles be jacketed with fiberglass jackets to extend the useful life of the piles.
- c. Several piles were split at the top of the pile at the beam connections. At the majority of these locations, the beams have shifted causing the pipes to sag. It is recommended, these piles be reinforced with a fiberglass jacket at the top, add a bracket to reinforce the distressed beam connection and to re-align the beams.

CONCLUSIONS

In conclusion, the wood bents at SRA1A & Mayport and Puckett Creek have deteriorated beyond repairs, the structural integrity of these wood bents have been compromised and both locations require replacement. The bents at the Sherman Creek Crossing have deteriorated bracing, distressed piles at beam connections, and have minor to moderate pile deterioration with the exception of one (1) pile that has significant deterioration at the waterline. However, it is economically feasible to repair the bent structures at Sherman Creek. The cross bracing will require replacement; several piles will require fiberglass reinforcing jackets, and several beam connections will require reinforcing.

Please contact our office if there are any questions regarding this correspondence, or if you need any additional information.

Very truly yours,
ATLANTIC ENGINEERING SERVICES OF JACKSONVILLE
FLORIDA CERTIFICATE OF AUTHORIZATION #791

Draft Print

04/09/2021 11:29:08 AM
Jude T. Kostage, P.E.
Principal

JTK/drg



PHOTOGRAPHS



Photograph #1
SR AIA and Mayport Road



Photograph #2
Deteriorated Top of Pile
North Bent



Photograph #3
Pipe Crushing Top Beam
North Bent



Photograph #4
Rotted Beam
North Bent



Photograph #5
End of Beam Deteriorated
South Bent



Photograph #6
Deteriorated Pile
South Bent



Photograph #7
Puckett Creek



Photograph #8
Rotted Pile and Beam
North Bent



Photograph #9
Rotted Pile and Beam
South Bent



Photograph #10
Sherman Creek Crossing



Photograph #11
Sherman Creek Crossing



Photograph #12
Bent #1



Photograph #13
Exterior Corrosion of 24" Pipe



Photograph #14
Bent #2



Photograph #15
Bent #3



Photograph #16
Bent #4



Photograph #17
Bent #5



Photograph #18
Bent #6



Photograph #19
Bent #7



Photograph #20
Bent #8



Photograph #21
Typical Corroded Cross Bracing

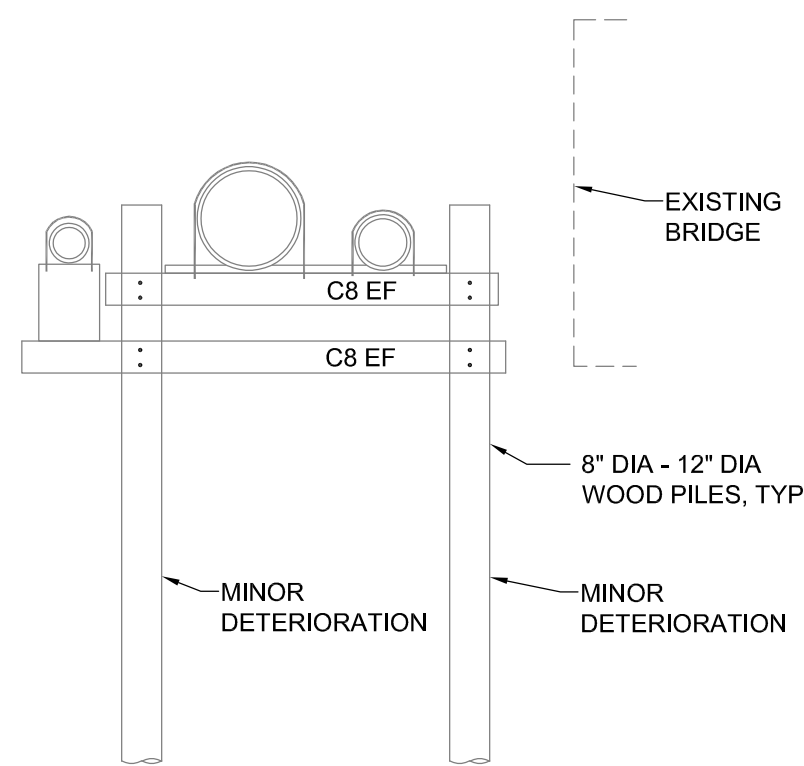
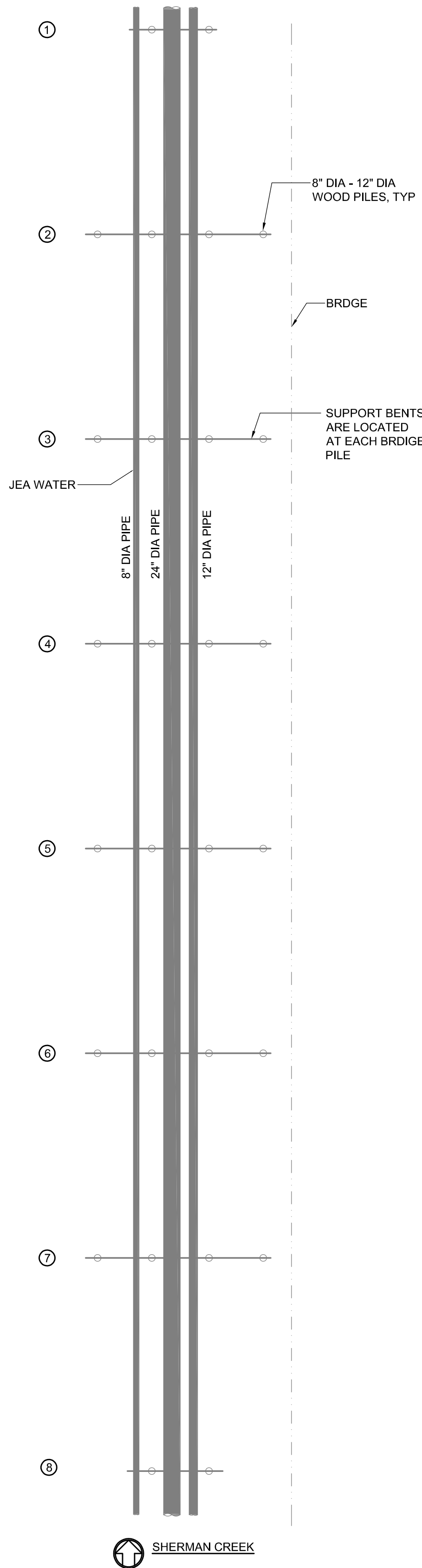


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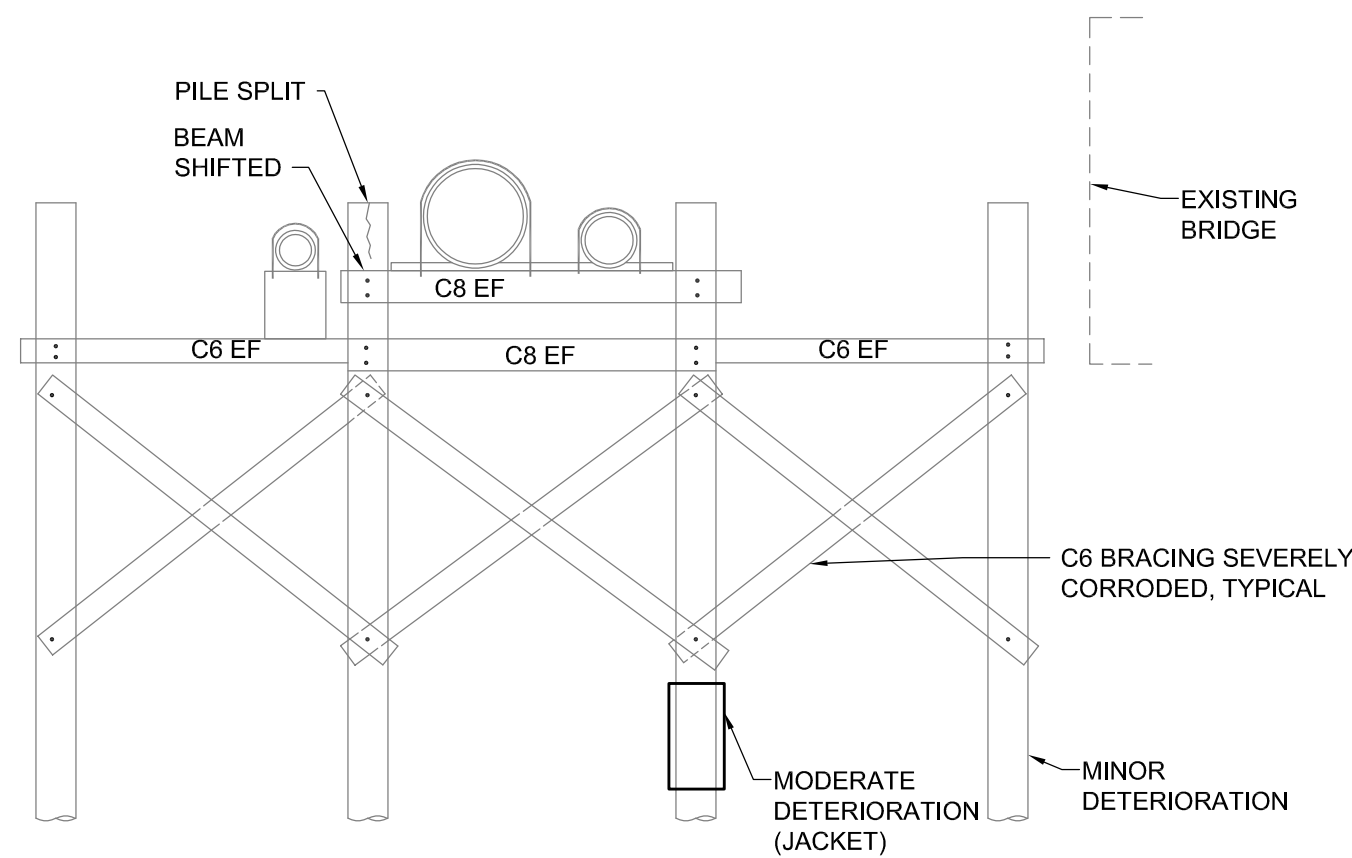
APPENDIX A

SURVEY DRAWINGS

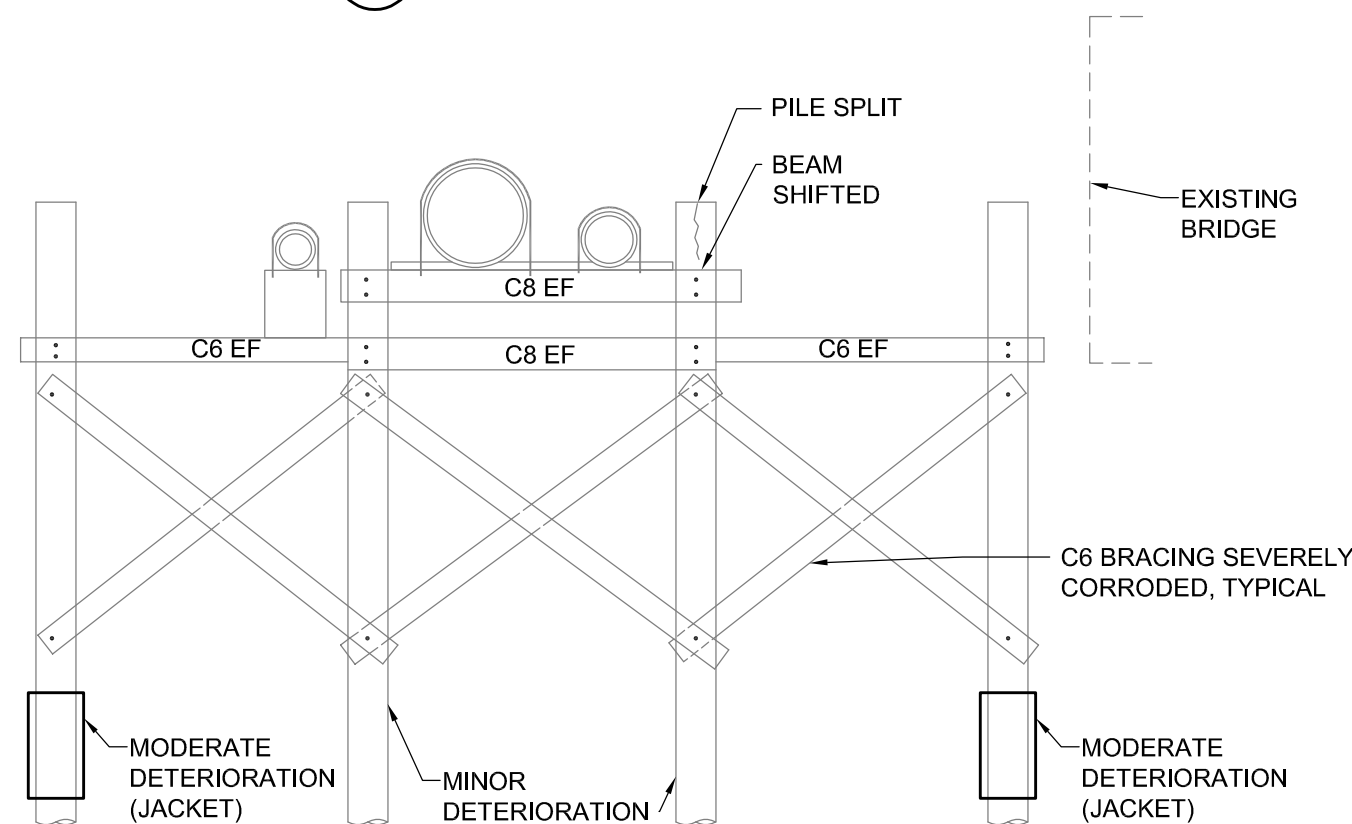
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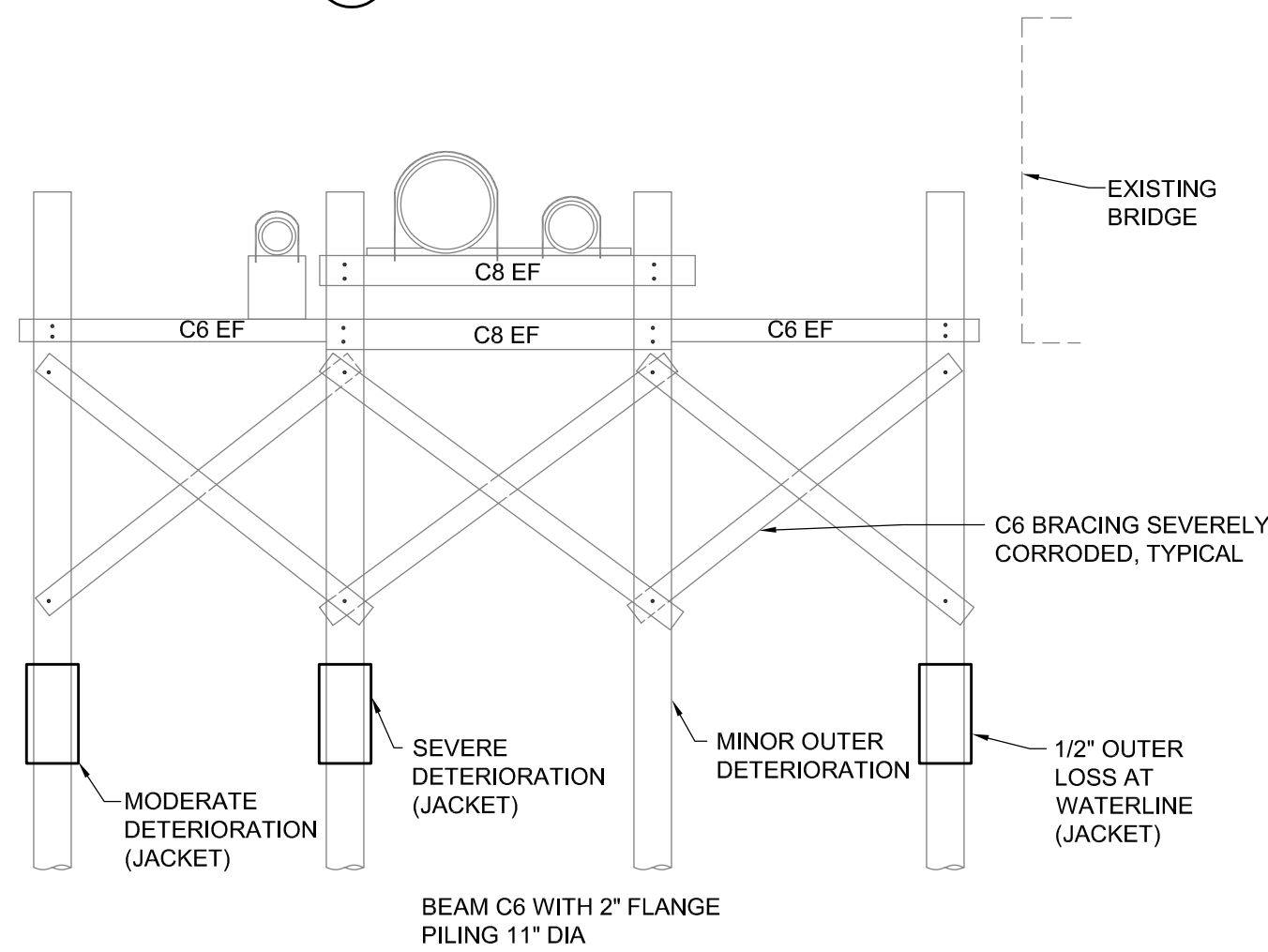
① 2 - PILE BENT



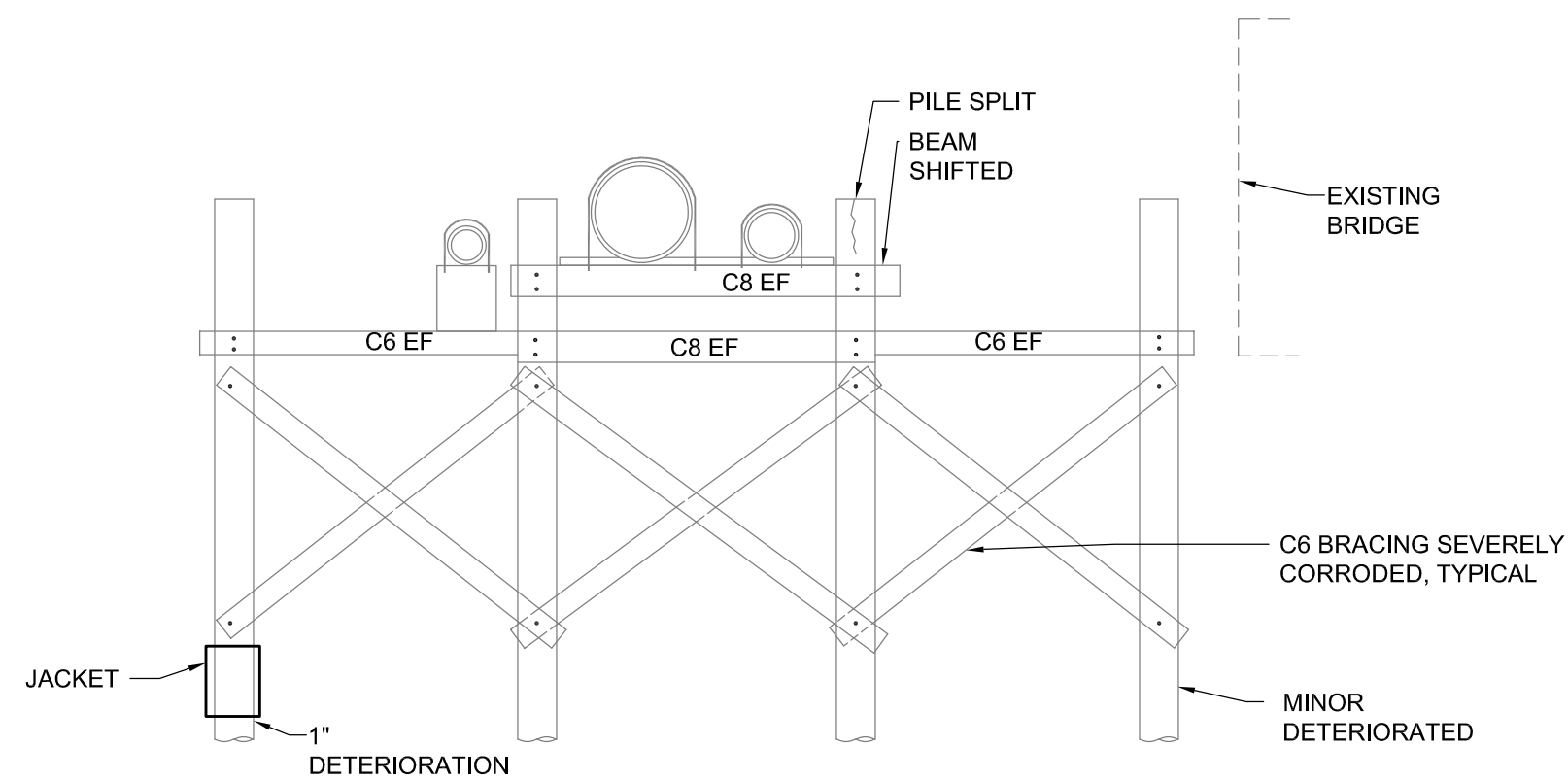
③ 4 - PILE BENT



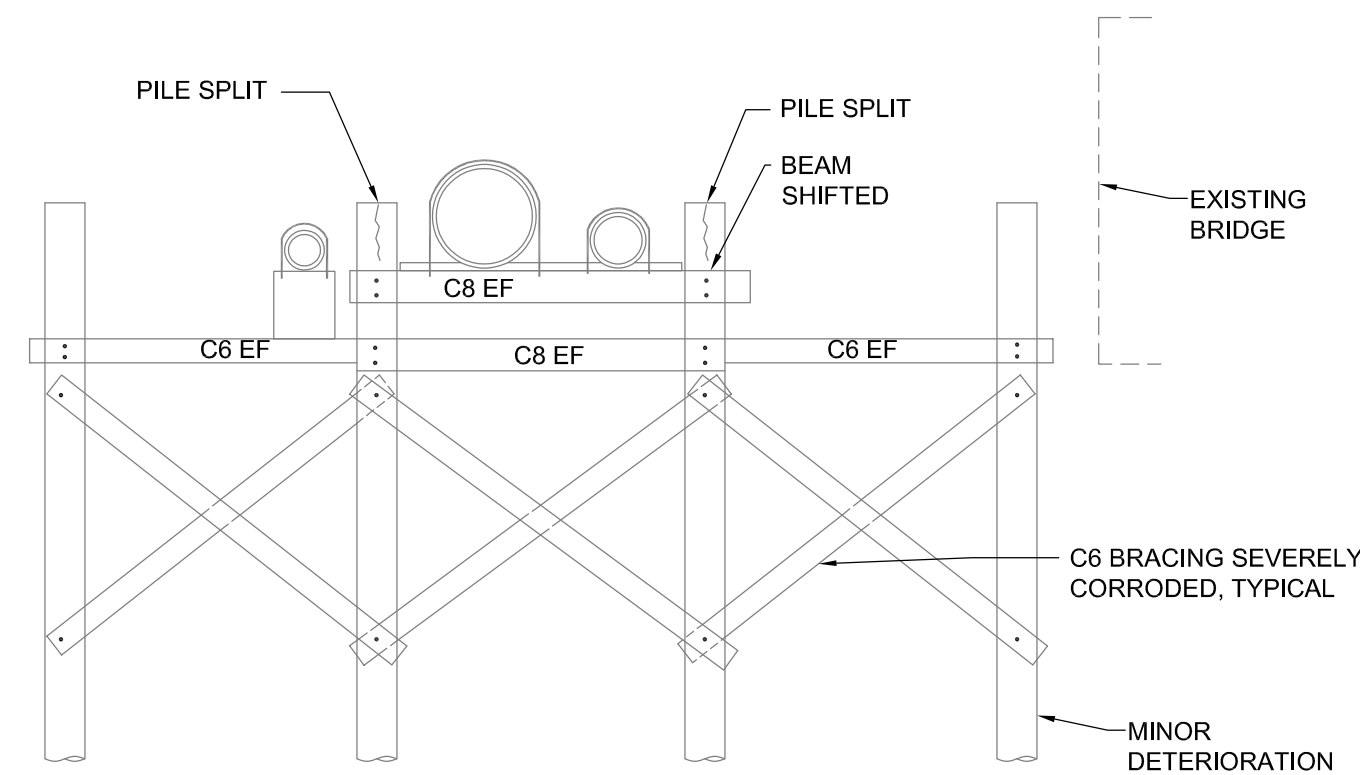
⑤ 4 - PILE BENT



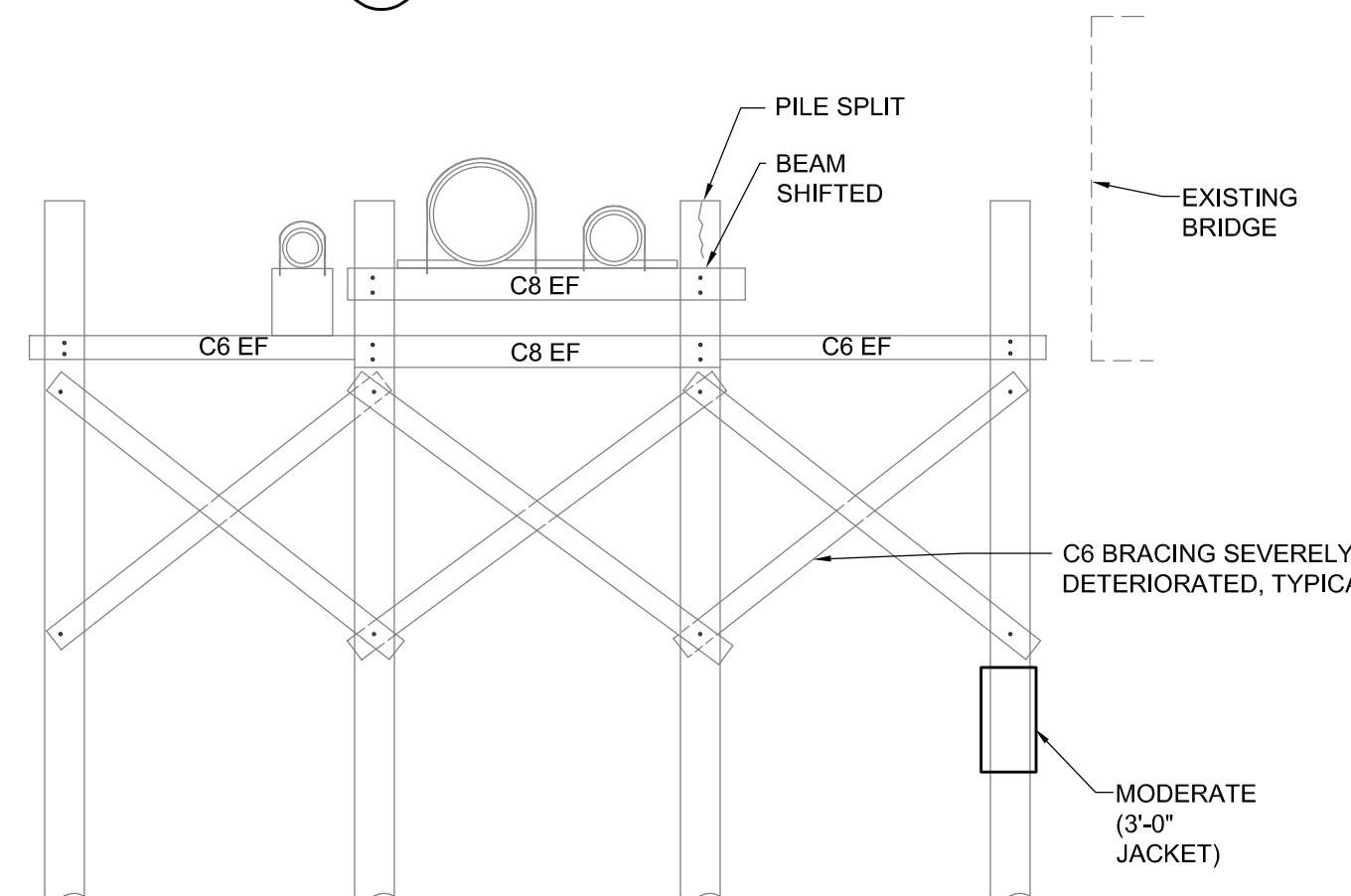
⑦ 4 - PILE BENT



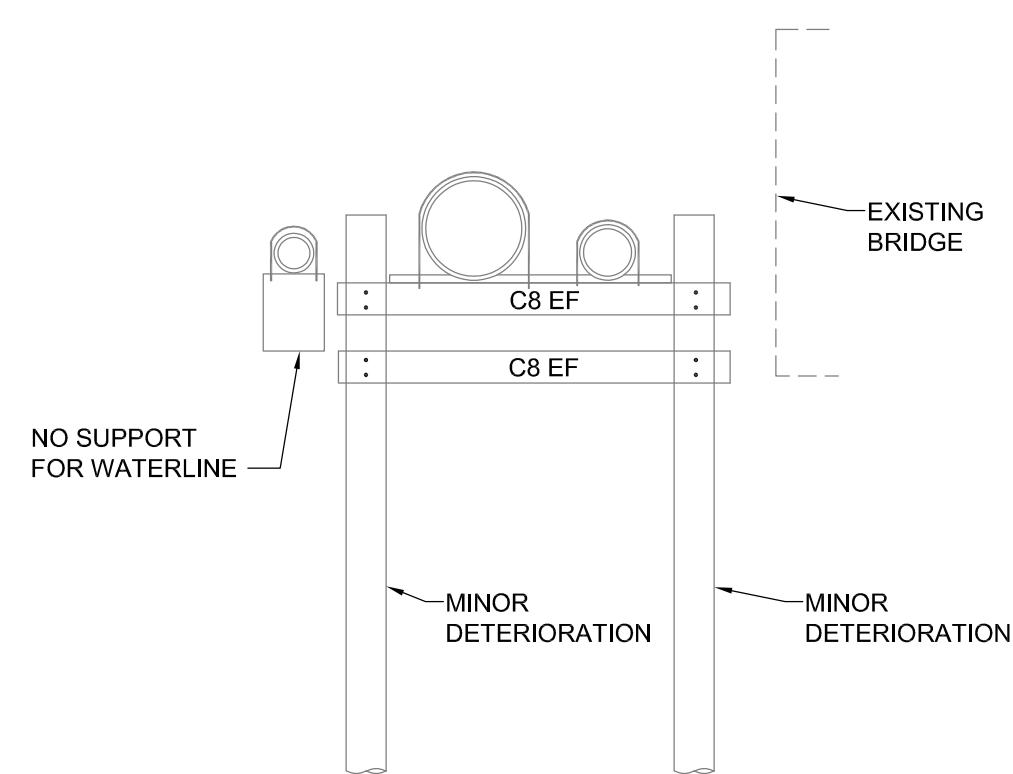
② 4 - PILE BENT



④ 4 - PILE BENT



⑥ 4 - PILE BENT



⑧ 2 - PILE BENT



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FL COA #791

OUTFALLPIPE SUPPORT EVALUATION

ATLANTIC BEACH, FLORIDA

REPORT

SEAL: JUDE KOSTAGE PE 53931

REVISED / ISSUED FOR:

REV	DATE	DESCRIPTION

PROJECT NO. 321-006

DATE: 04.09.21

DRAWN BY: JEM

CHECKED BY: JTK

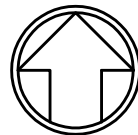
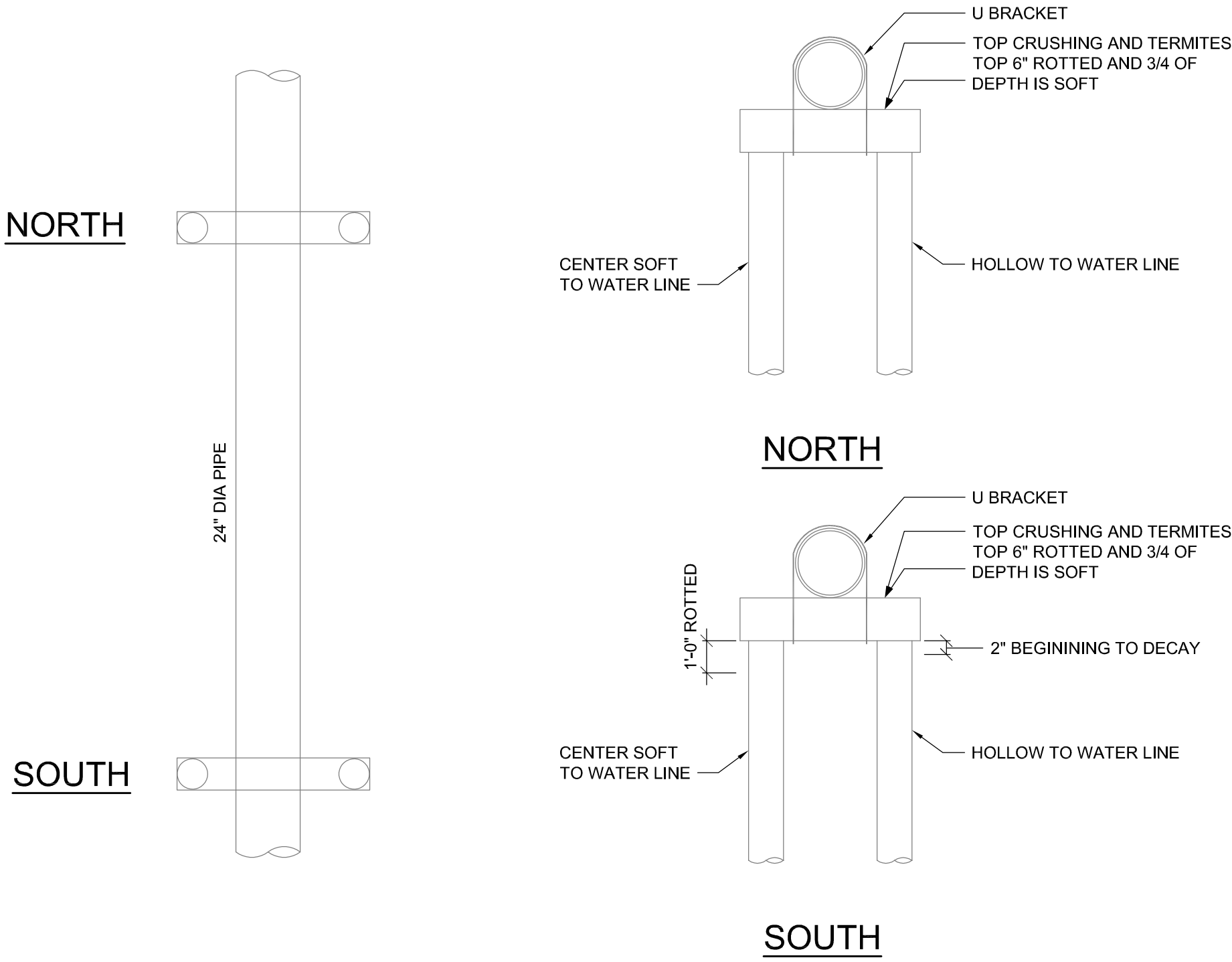
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PLAN AND SECTIONS

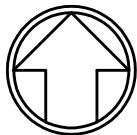
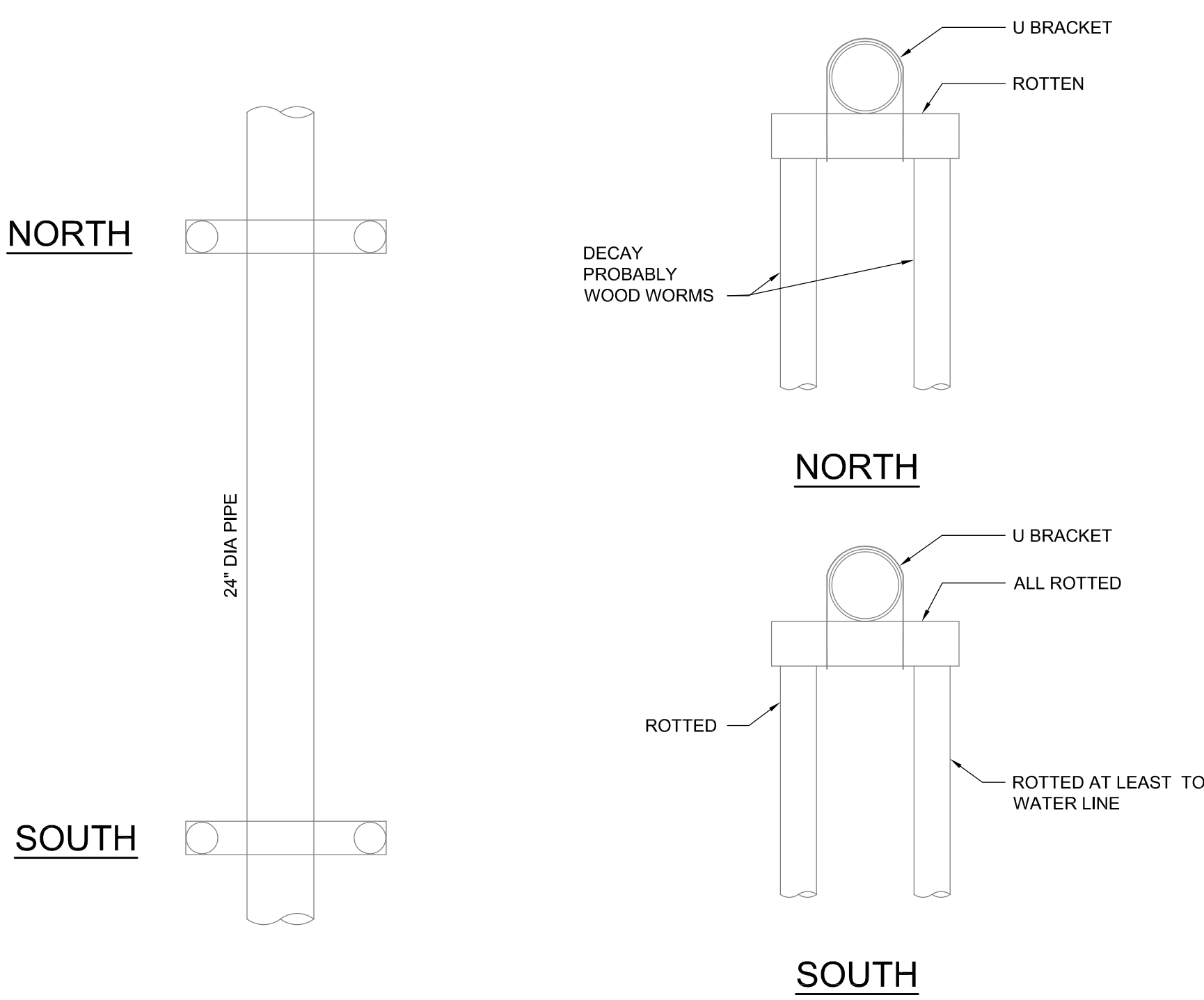
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S-1

4/09/2021 11:00:38 AM



SR A1A & MAYPORT



PUCKETT CREEK



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OUTFALLPIPE SUPPORT EVALUATION

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SHEET NO.



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APPENDIX B

EXISTING STRUCTURAL CONDITIONS EVALUATION CRITERIA



**EXISTING STRUCTURAL CONDITIONS
EVALUATION CRITERIA**

EXCELLENT

Meets or exceeds current structural code requirements.

Capable of safely carrying proposed occupancies.
No significant vibrations, cracking or deflections.
No structural reinforcement or repairs required.
Very minor, if any, maintenance required.

GOOD

Meets current structural code requirements.

Capable of safely carrying proposed occupancies.
Deflections, cracking, vibrations may be observable.
No structural reinforcement required.
Minor structural repairs required.
Some significant maintenance repairs required.

FAIR

Majority of structure meets structural code requirements.

Portions of structure are not capable of carrying proposed occupancies.
Deflections, cracking, vibrations, structural distress is observable.
Structural reinforcement required in limited portions of the structure.
Structural repairs required generally.
Many significant maintenance repairs required.

POOR

Majority of structure does not meet structural code requirements.

Much of the building is not capable of carrying proposed occupancies.
Deflections, cracking, vibrations, structural distress commonly observable throughout the structure.
Major reinforcement or reconstruction of the structure is required.
Major maintenance repairs are required.

EXTREMELY POOR

Collapse of structure is imminent.

Structure exhibits significant deflections, cracking, vibrations, structural distress.
Structure requires extensive reinforcement or reconstruction of impractical scope.

NOTE: Some parts of each definition may not apply.

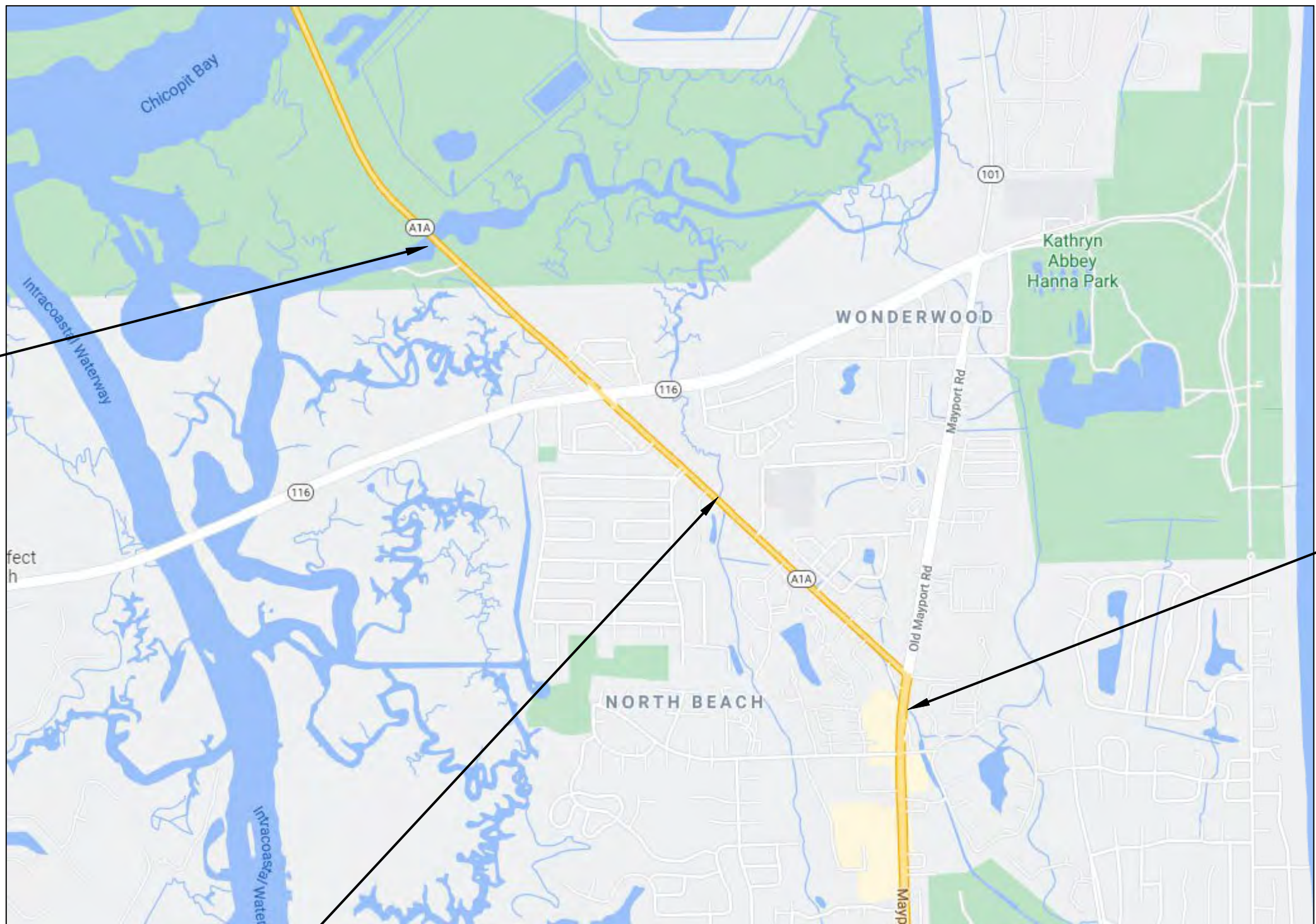
Engineer's Opinion of Probable Cost for
Outfall Pipe Support Repair Project

Description	Quantity	Unit	Material Cost	Labor Cost	Amount
Mobilization/Demobilization	1	LS		\$20,000.00	\$20,000.00
Geotechnical Report	1	LS			\$3,500.00
Wood Piles (12"x8" 40' Length)	8	ea	\$1,381.88	\$4,810.63	\$49,540.04
Pile Bents	128	LF	\$75.00	\$18.00	\$11,904.00
Pile Testing	8	ea		\$450.00	\$3,600.00
Pile Jackets @ waterline	8	ea	\$500.00	\$768.00	\$10,144.00
Pile Caps @ split poles	6	ea	\$400.00	\$576.00	\$5,856.00
Replace C8 Galv Stl cross bracing	133	LF	\$40.21	\$60.00	\$13,327.93
Replace C6 Galv Stl cross bracing	336	LF	\$22.27	\$55.00	\$25,962.72
Epoxy coat cross bracing	950	SF	\$0.50	\$3.00	\$3,325.00
Galv Steel bolts, nuts & washers	1	LS	\$500.00		\$500.00
Pipe Restrainers @ Puckett Creek	2	ea	\$2,500.00	\$48.00	\$5,096.00
Remove & Replace Chain Link Fencing	20	lf	\$6.00	\$24.00	\$600.00
FDOT Maintenance of Traffic	1	LS			\$2,500
Contractor Superintendent	60	days		600	\$36,000.00
Contractor PM	15	days		1200	\$18,000.00
Subtotal					\$209,855.69
Bond @ 2%					\$4,197.11
Contractor O&P@ 35%					\$73,449.49
Total					\$287,502.30

OUTFALL PIPELINE CREEK CROSSING IMPROVEMENTS

Project no. PU-2109

SHERMAN CREEK
CROSSING



SR A1A @ MAYPORT RD
CREEK CROSSING

PUCKETT CREEK
CROSSING



PREPARED FOR
THE CITY OF ATLANTIC BEACH
PUBLIC UTILITIES DEPARTMENT

DRAWING INDEX

COVER SHEET
G-1 GENERAL NOTES
G-2 LOCATION AERIALS
C-1 SHERMAN CREEK CROSSING
C-2 SR A1A @ MAYPORT RD & PUCKETT
CREEK CROSSINGS
EC-1 EROSION CONTROL DETAILS (1 OF 2)
EC-2 EROSION CONTROL DETAILS (2 OF 2)
MOT-1 MAINTENANCE OF TRAFFIC

ORIGINAL ISSUE: ORIGINAL

REVISIONS:

REV1	
REV2	
REV3	
REV4	
REV5	
REV6	
REV7	
REV8	
REV9	
REV10	
REV11	
REV12	
REV13	

NOT FOR CONSTRUCTION UNLESS INDICATED ABOVE

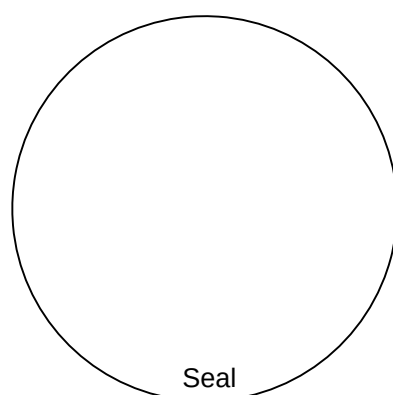
PROJECT No.: JOBNO

Prepared By:



P.O. BOX 8969
FLEMING ISLAND, FL 32006

ENGINEER OF RECORD:



ENGINEER1
ENGINEER2 PE NO. ENGINEER3
DATE: _____

CITY OF ATLANTIC BEACH

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THE PROJECT.
2. THE CONTRACTOR SHALL BE A STATE LICENSED CONTRACTOR.
3. UNDERGROUND UTILITY WORK SHALL BE COMPLETED BY A STATE LICENSED UNDERGROUND UTILITY CONTRACTOR.
4. THE CONTRACTOR SHALL BE PROPERLY INSURED (LIABILITY AND WORKERS COMPENSATION) AND BONDED FOR THE CONSTRUCTION ACTIVITIES TO BE COMPLETED.
5. THE CONTRACTOR SHALL PROVIDE CITY WITH A COPY OF THEIR STATE CONTRACTORS LICENSE AND PROOF OF INSURANCES.
6. THE CONTRACTOR SHALL INSPECT THE PROJECT SITE PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY IN ORDER THAT THE EFFORTS ON THE PROJECT SITE COMPLY WITH REGULATIONS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA).
8. THE LOCATION OF UNDERGROUND UTILITIES REPRESENTED HEREIN IS ARE FROM INFORMATION AVAILABLE FROM THE CITY OF ATLANTIC BEACH UTILITIES DEPARTMENT, THE SURVEY PROVIDED, AND FIELD OBSERVATIONS. IF CONDITIONS DIFFER FROM THOSE REPRESENTED HEREIN, THE CONTRACTOR SHALL CONTACT ENGINEER IMMEDIATELY.
9. THE CONTRACTOR SHALL IDENTIFY AND LOCATE THE HORIZONTAL AND VERTICAL POSITION OF ALL EXISTING UNDERGROUND UTILITIES WITHIN THE AREA OF WORK PRIOR TO COMMENCING EXCAVATING ACTIVITIES.
10. THE CONTRACTOR SHALL TAKE NECESSARY MEASURES TO PROTECT EXISTING UTILITIES IN THE AREA OF WORK. SHOULD ANY EXISTING UTILITY LINE OR COMPONENT BECOME DAMAGED OR REQUIRE RELOCATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROPERTY OWNER, THE UTILITY OWNER, AND THE ENGINEER OF RECORD.
11. THE CONTRACTOR SHALL PROTECT EXISTING SURVEY MARKERS, BENCHMARKS, MONUMENTS, ETC. DURING CONSTRUCTION. THE CONTRACTOR SHALL RESTORE / REPLACE ANY DAMAGE DUE TO CONSTRUCTION ACTIVITIES.
12. THE CONTRACTOR SHALL USE TREE BARRICADES, SILT FENCES, AND OTHER PROTECTIVE MEASURES TO PROTECT EXISTING TREES AND / OR VEGETATION THAT ARE TO REMAIN UNDISTURBED DURING CONSTRUCTION ACTIVITIES.
13. THE CONTRACTOR SHALL NOTIFY THE PROPERTY OWNER, EXISTING UTILITY OWNERS, AND THE ENGINEER OF RECORD OF BEGINNING EXCAVATION ACTIVITIES AT LEAST 48 HOURS IN ADVANCE.
14. THE CONTRACTOR SHALL CONFIRM IN THE FIELD ALL ELEVATIONS, LOCATIONS OF BUILDINGS, TREES, UTILITIES, ETC. PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
15. THE CONTRACTOR SHALL INSTALL TEMPORARY FENCING AND CONSTRUCTION WARNING SIGNS AROUND THE PROJECT SITE PRIOR TO COMMENCING OPERATIONS.
16. ALL TEMPORARY AND PERMANENT TRAFFIC CONTROL DEVICES SHALL COMPLY WITH THE STANDARDS IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD INDEX (LATEST EDITIONS).
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARLY IDENTIFYING THE AREA OF CONSTRUCTION AND SAFELY ROUTING ALL VEHICULAR AND PEDESTRIAN TRAFFIC AROUND TO THE CONSTRUCTION AREA. THE AREA OF CONSTRUCTION SHALL BE CLEARLY MARKED AT ALL TIMES.
18. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMITTED CONSTRUCTION DOCUMENTS. ANY DEVIATION FROM THE APPROVED CONSTRUCTION DOCUMENTS SHALL BE THE SOLE RESPONSIBILITY OF THE ORGANIZATION AND / OR ENTITY RESPONSIBLE FOR THE INSTALLATION TO UPDATE / REPLACE ANY DEFICIENT MATERIAL / EQUIPMENT NECESSARY TO BRING THE PROJECT SITE TO THE STANDARDS OF THE PERMITTED CONSTRUCTION DOCUMENTS.
19. WHERE TRENCH EXCAVATION EXCEEDS FIVE (5) FEET IN DEPTH, THE CONTRACTOR SHALL SUBMIT A TRENCH SAFETY SYSTEM FOR REVIEW. THE TRENCH SAFETY SYSTEM SHALL COMPLY WITH OSHA STANDARD 29 CFR SECTION 1926.650 SUBPART P. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION THAT THE TRENCH SAFETY SYSTEM IS IN COMPLIANCE WITH OSHA STANDARDS.
20. THE CONTRACTOR SHALL ADHERE TO ALL NOTES PROVIDED IN THESE CONSTRUCTION DOCUMENTS.
21. THE CONTRACTOR SHALL NOT COMMENCE ANY CONSTRUCTION ACTIVITIES WITHIN JURISDICTIONAL AREAS (WETLANDS) WITHOUT A PERMIT AUTHORIZING SUCH WORK FROM EITHER THE ST JOHNS RIVER WATER MANAGEMENT DISTRICT (SRWMD) OR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP).
22. IF ARCHEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE CONTRACTOR IS TO STOP WORK IN THE AREA IMMEDIATELY AND NOTIFY THE PROPERTY OWNER, AND THE BUREAU OF HISTORIC PRESERVATION, DIVISION OF HISTORICAL RESOURCES.
23. THE CONTRACTOR SHALL MAINTAIN DAILY RECORD DRAWINGS AND LOGS DURING CONSTRUCTION. RECORD DRAWINGS SHALL INCLUDE (AT A MINIMUM) THE HORIZONTAL LOCATIONS, TOP ELEVATIONS, INVERT ELEVATION, MATERIALS, AND PIPE SIZES OF THE STRUCTURES AND EQUIPMENT BEING INSTALLED. THE INFORMATION SHALL BE LEGIBLY HAND WRITTEN ON A COPY OF THE APPROVED CONSTRUCTION DRAWINGS, OR AN APPROVED UPDATE.

SEDIMENT AND EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL COMPLETE AND FILE A GENERIC PERMIT APPLICATION FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT THE FOLLOWING ADDRESS:
NPDES STORMWATER NOTICES CENTER, MS# 2510
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
2600 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399-2400
2. RECOMMENDED SEDIMENT AND EROSION CONTROL MEASURES AND DETAILS ARE INCLUDED WITH THE STORMWATER POLLUTION PREVENTION PLAN INCLUDED HERE-IN.
3. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE EROSION AND TURBIDITY CONTROLS DURING AND FOLLOWING CONSTRUCTION UNTIL ALL DISTURBED AREAS HAVE BEEN STABILIZED TO AVOID ADVERSE ENVIRONMENTAL IMPACTS TO OFF-SITE PROPERTY AND DRAINAGE SYSTEMS.
4. THE CONTRACTOR SHALL PROVIDE A TEMPORARY WATER SERVICE OR WATER TRUCK FOR WASH-DOWN OF VEHICLES LEAVING THE PROJECT SITE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF DOWNSTREAM TURBIDITY / SILTATION THROUGH THE USE OF HAY BALES, SCREENS, SILTATION BASINS, CHEMICAL FLOCCULATION AND / OR ANY OTHER SUITABLE MEANS REQUIRED TO MEET FLORIDA STREAM STANDARDS.
6. THE CONTRACTOR SHALL PROTECT NEWLY INSTALLED STRUCTURES (I.E. INLETS AND MANHOLES) FROM FILLING WITH SILT AND DEBRIS.
7. STOCKPILES OF MATERIAL SHALL NOT IMPEDE OR DISTURB NATURAL DRAINAGE PATTERNS. THE CONTRACTOR SHALL USE DIVERSION SWALES AND SEDIMENT BASINS AS NECESSARY TO RE-DIRECT DRAINAGE PATTERNS IF NECESSARY AND PREVENT SEDIMENTATION FROM ADVERSELY IMPACTING PROPERTY OFF-SITE.
8. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT JURISDICTIONAL AREAS (WETLANDS) OR AREAS TO REMAIN UNDISTURBED FROM IMPACTS DUE TO CONSTRUCTION ACTIVITIES.
9. SEED AND MULCH ALL DISTURBED AREAS; SOO AS REQUIRED TO CONTROL EROSION THROUGH FINAL INSPECTION AND TO PRODUCE A UNIFORM STAND OF GRASS COVER.
10. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL COMPLETE AND FILE A NOTICE OF TERMINATION (N.O.T.) TO THE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT THE FOLLOWING ADDRESS:
NPDES STORMWATER NOTICES CENTER, MS# 2510
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
2600 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

DEMOLITION AND DISPOSAL NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS ON DEMOLITION AND DISPOSAL OF DEBRIS.
2. THE CONTRACTOR SHALL INSTALL TEMPORARY FENCING, BARRIERS, LIGHTING, SIGNS, ETC., AS REQUIRED BY CODE, TO IDENTIFY THE SITE AS A CONSTRUCTION SITE AND PROHIBIT UNAUTHORIZED ENTRY.
3. THE CONTRACTOR SHALL COMPLY WITH REGULATIONS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA).
4. THE CONTRACTOR WILL USE, AS REQUIRED, TEMPORARY PROTECTIVE MATERIAL, EQUIPMENT, AND / OR DEVICES FOR THE PROTECTION OF PERSONNEL, EXISTING BUILDINGS, STRUCTURES FROM DUST, FALLING OR FLYING DEBRIS, OR OTHER WORK PLACE HAZARDS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OF EXISTING BUILDINGS, STRUCTURES, AND / OR EQUIPMENT RESULTING FROM DEMOLITION ACTIVITIES, WITH NO COST TO THE PROPERTY OWNER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL DEBRIS FROM THE PROJECT SITE.
7. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN ARRANGEMENTS FOR OBTAINING PROPER DISPOSAL AREAS.
8. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PREVENT SPILLING OF SPILLED MATERIALS THAT ARE BEING TRANSPORTED OFF-SITE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE CLEAN-UP OF SPILLED MATERIALS THAT ARE BEING TRANSPORTED OFF-SITE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE WORK SITE IN AN ORGANIZED AND ORDERLY FASHION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING EQUIPMENT AND MATERIALS IN AN ORGANIZED ARRANGEMENT.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL / DISPOSAL OF ANY UNSUITABLE MATERIAL FROM THE AREAS OF OPERATION IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS.
13. THE CONTRACTOR SHALL FURNISH AND COMPACT SUITABLE REPLACEMENT BACKFILL MATERIAL FOR ANY UNSUITABLE MATERIAL REMOVED.
14. IF UNKNOWN OR HAZARDOUS MATERIALS ARE DISCOVERED DURING DEMOLITION OR EARTHWORK ACTIVITIES, THE CONTRACTOR IS TO STOP WORK AND NOTIFY THE PROPERTY OWNER, AND THE ENGINEER OF RECORD IMMEDIATELY.
15. CLEARING AND GRUBBING OPERATIONS SHALL INCLUDE ALL EASEMENTS.
16. THE CONTRACTOR SHALL CLEAR, GRUB, AND DISPOSE OF ALL DEBRIS AND SURFACE ORGANICS TO FIRM MATERIAL IN ALL EASEMENTS, ROAD RIGHT OF WAYS, ON-SITE AREAS OF WORK, AND STORM WATER MANAGEMENT FACILITY TRACTS.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LEAVING THE AREA OF DEMOLITION IN A GOOD WORKING CONDITION FOR SUBSEQUENT WORK TO COMMENCE.

REHABILITATION NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD MEASURING ALL BENTS TO BE REPLACED PRIOR TO BEGINNING THE WORK. THE DRAWINGS PROVIDE THE GENERAL ARRANGEMENT, APPROXIMATE DIMENSIONS, AND NOTES TO DESCRIBE THE WORK. ANY MAJOR DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER. OMISSION OF A SPECIFIC ITEM OBVIOUSLY NECESSARY FOR THE PROPER FUNCTIONING OF EQUIPMENT SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF FURNISHING AND INSTALLING THE ITEM AS PART OF THIS CONTRACT AT NO ADDITIONAL COST TO THE OWNER.
2. THE INFORMATION PROVIDED IN THESE PLANS IS SOLEY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING TO CONDUCT WHATEVER INVESTIGATION THEY MAY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BID WILL BE BASED.
3. COORDINATE ALL WORK WITH THE CITY OF ATLANTIC BEACH UTILITIES DEPARTMENT PRIOR TO BEGINNING WORK.

PROJECT CLOSE-OUT REQUIREMENTS:

1. THE CONTRACTOR SHALL COMPLY WITH APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS FOR THE COMPLETION AND CLOSE-OUT OF THE PROJECT CONSTRUCTION.
2. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND APPROPRIATE JURISDICTIONAL AGENCIES COPIES OF RECORD DRAWINGS, TEST RESULTS, AND SUPPORTING DOCUMENTATION WITHIN 30 DAYS OF COMPLETION OF WORK.
3. ALL RECORD DRAWINGS MUST BE PREPARED AND PRESENTED IN A MANNER THAT COMPLIES WITH APPLICABLE STATE SURVEYORS REGULATIONS AND STANDARDS.
4. THE CONTRACTOR SHALL EMPLOY THE SERVICES OF A SURVEYOR REGISTERED IN THE STATE OF FLORIDA TO DETERMINE AND RECORD ALL "AS-BUILT" INFORMATION FOR THE RECORD DRAWINGS.
5. THE CONTRACTOR SHALL GIVE THE ENGINEER OF RECORD, AND JURISDICTIONAL INSPECTORS A MINIMUM OF THREE (3) DAYS NOTICE TO THE SCHEDULED FINAL SITE WALK THROUGH.
6. THE CONTRACTOR SHALL SUBMIT TWO (2) SETS OF RECORD DRAWINGS AND ONE (1) DIGITAL COPY ON DISK TO THE ENGINEER OF RECORD FOR REVIEW FIVE (5) DAYS PRIOR TO THE FINAL SITE WALK THROUGH. THE DIGITAL COPY SHALL BE IN AUTOCAD 2000 FORMAT OR A LATER VERSION.

LEGEND	
EXISTING	PROPOSED

ABBREVIATIONS

AASHTO = AMERICAN ASSOCIATION OF STATE HIGHWAY OFFICIALS
AC = ACRE
ASTM = AMERICAN SOCIETY FOR TESTING AND MATERIALS
ASPH = ASPHALT
AWWA = AMERICAN WATER WORKS ASSOCIATION
BM = BENCHMARK
BOT = BOTTOM
CCUA = CLAY COUNTY UTILITY AUTHORITY
CL = CENTERLINE
CO = COUNTY
C.O. = CLEAN-OUT
COJ = CITY OF JACKSONVILLE
COND = CONCRETE
DEMO = DEMOLITION
D.I. = DUCTILE IRON
DA = DIAMETER
DIST. = DISTANCE
DOH = DEPARTMENT OF HEALTH
E = EAST (OR EASTING)
E.G. = EXISTING GRADE
ELEV. = ELEVATION
EOP = EDGE OF PAVEMENT
EOW = EDGE OF WETLAND
ESMT. = EASEMENT
EX = EXISTING
F.A.C. = FLORIDA ADMINISTRATIVE CODE
F.B.C. = FLORIDA BUILDING CODE
F.D.C. = FIRE DEPARTMENT CONNECTION
FDEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA = FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION
FFE = FINISHED FLOOR ELEVATION
FIBER = FIBER OPTIC
F.L. = FLOW LINE
FM = FORCE MAIN
F.S. = FLORIDA STATUTES
G.V. & V.B. = GATE VALVE AND VALVE BOX
GAS = GAS MAIN (OR LINE)
HDPE = HIGH DENSITY POLYETHYLENE
HYD. = HYDRANT
I = INVERT
L = LEFT
LBR = LIMEROCK BEARING RATIO
LF = LINEAR FEET
MAX. = MAXIMUM
MH = MANHOLE
MIN. = MINIMUM
MON. = MONUMENT
MUTCD = MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
N = NORTH (OR NORTHING)
NSF = NATIONAL SANITATION FOUNDATION
N.W.L. = NORMAL WATER LEVEL
OHE = OVERHEAD ELECTRIC
OHW = OVERHEAD WIRE
OSHA = OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
P.C. = POINT OF CURVATURE
P.I. = POINT OF INTERSECTION
P.I.V. = POST INDICATOR VALVE
PL = PROPERTY LINE
P.T. = POINT OF TANGENCY
P.V.I. = POINT OF VERTICAL INTERSECTION
PVC = POLYVINYL CHLORIDE
P.W.M. = POTABLE WATER
R = RIGHT
RCP = REINFORCED CONCRETE PIPE
RPZ = REDUCED PRESSURE ZONE
RR = RAILROAD
RW = RECLAIMED WATER
S = SOUTH
SAN. = SANITARY SEWER
SRWMD = ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
ST = STORM SEWER
STA. = STATION
STORM = STORM SEWER
STR. = STRUCTURE
SWLK = SIDEWALK
SWMF = STORM WATER MANAGEMENT FACILITY
TO = TOP OF CURB
TEL. = TELEPHONE (OR TELECOMMUNICATIONS)
T.O.B. = TOP OF BANK
T.O.S. = TOE OF SLOPE
TYP. = TYPICAL
UGE = UNDERGROUND ELECTRIC
USACOE = UNITED STATES ARMY CORP OF ENGINEERS
UTIL. = UTILITY
WM = WATER MAIN (OR WATER METER)
W = WEST

PROFESSIONAL ENGINEER

CLIENT

PROJECT

TASK

ORIGINAL ISSUE:

REVISIONS:

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JOB NO.
DRAWN DJB
DESIGNED DJB
CHECKED DJB
QC DJB

Civil SHEET NO.

G-1

CITY OF ATLANTIC BEACH, FLORIDA

OUTFALL PIPING CREEK CROSSING IMPROVEMENTS

GENERAL NOTES, LEGEND & ABBREVIATIONS

DAVID J. BOLAM, P.E.
FL LIC. NO. 42480

THIS DRAWING SHALL NOT BE REPRODUCED IN ANY FORM OR MANNER WITHOUT FIRST OBTAINING OUR EXPRESS WRITTEN PERMISSION AND CONSENT.

SALTUS ENGINEERING, INC.
CERT. OF AUTH. NO. 31210
POST OFFICE BOX 8088
FLEMING ISLAND, FL 32006
PHONE (804) 742-6645



PUCKETT CREEK
SCALE: 1" = 30'



(IN FEET)
1 inch = 30 ft.

GRAPHIC SCALE



SHERMAN CREEK
SCALE: 1" = 30'



(IN FEET)
1 inch = 30 ft.

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

GRAPHIC SCALE



MAYPORT RD @ SR A1A
SCALE: 1" = 30'

Notify the Department of Transportation Maintenance Office at least 48 hours in advance of starting proposed work.

All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.

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FLEMING ISLAND, FL 32006
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PROFESSIONAL ENGINEER

CLIENT

PROJECT

TASK

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DRAWN

DESIGNED

CHECKED

QC

CIVIL SHEET NO.

G-2

DAVID J. BOLAM, P.E.
FL LIC. NO. 42480

CITY OF
ATLANTIC BEACH, FL

OUTFALL PIPING CREEK
CROSSING IMPROVEMENTS

LOCATION AERIALS

G-2

PUCKETT CREEK & SR A1A @ MAYPORT RD CREEK
CROSSING REHABILITATION NOTES:

1. ALL PILES SHALL BE SOUTHERN YELLOW PINE, ASTM D25, AWPB UC5C (MARINE USE, SOUTHERN WATERS) WITH MIN 8" TIP DIAMETER. PILES SHALL BE VISIBLY STRAIGHT WITHOUT SPLITS OR VOIDS.
2. PILES SPLICES SHALL NOT BE PERMITTED.
3. PILES SHALL HAVE A MINIMUM 5 TON ALLOWABLE CAPACITY. PILE INSTALLATION SHALL BE OBSERVED AND VERIFIED BY A GEOTECHNICAL ENGINEERED RETAINED BY THE CONTRACTOR.
4. ALL BOLTS, THREADED RODS, NUTS, WASHERS AND ALL OTHER HARDWARE SHALL BE TYPE 316 STAINLESS STEEL.
5. REMOVE & REPLACE WOOD PILES, BENTS, AND FASTENERS. FOR WOOD PILE REPLACEMENT, THE MINIMUM PILE TIP DIAMETER SHALL BE 8" AND THE MINIMUM PILE BUTT DIAMETER SHALL BE 12". FOR PVC/FIBERGLASS COMPOSITE PILE REPLACEMENT, THE DIAMETER SHALL BE NEXT SIZE LARGER THAN THE EXISTING PILE BUTT DIAMETER. COMPOSITE PILES SHALL INCLUDE TOP CAPS.
6. PILES & BENTS SHALL BE FURNISHED & INSTALLED IN ACCORDANCE WITH SPECIFICATION SECTION 02360. PILE REPORTS SHALL BE PROVIDED AND APPROVED BY THE ENGINEER FOR EACH DRIVEN PILE.

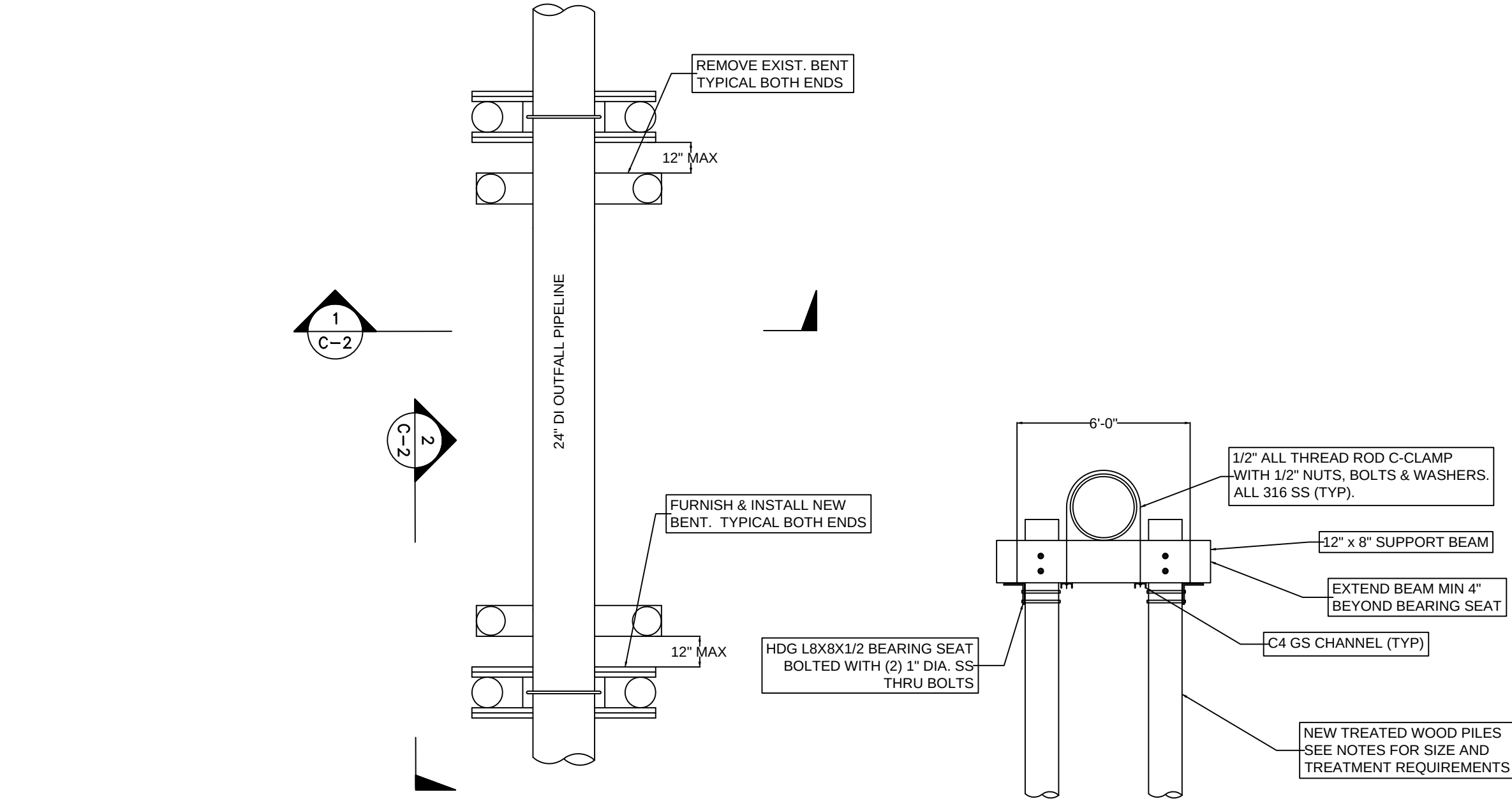
Product Data Sheet

ECOPILE ALTERNATE		
Manufacturer	Shoreline Plastics LLC	
Product	PVC/FIBERGLASS COMPOSITE MARINE PILING	
MATERIAL		
Raw Material	Polyvinyl chloride (PVC),	
Extruded Material	Ridged PVC compounded with Stranded Fiberglass blend	
Co-Extruded Material	UV protected PVC Capstock	
Molecular Weight (resin)	65	K value
Relative Viscosity	2.15	dL/gm
Inherent Viscosity	0.91	dL/gm
Relative Density	1.47	
Cell Classification	N/A	
MECHANICAL PROPERTIES:		
Impact Strength: Notched Izod	110 J/m 23 deg C	ASTM D-256A
Impact strength: Unnotched Izod	270 J/m 23 deg C	ASTM D-256
Tear strength:	750-1000 lb f/in ASTM D-624	
Hardness:	88	Shore D durometer
Coefficient of Friction:	0.3 μs	PVC to PVC
Tensile Strength @ Break: %	2%	ASTM-D 638
Tensile Stress @ Yield:	103	103 MPa ASTM D 638
Tensile Modulus:	9650	MPa ASTM D638
Flexural Modulus:	9310	MPa ASTM D790
THERMAL PROPERTIES:		
Softening Point:	120 C	
Max continuous service Temp:	65 C	
FIRE PERFORMANCE:		
Flammability: Oxygen index	0.45	ASTM D 2863
Ignitability index	2	AS 1530 (tested as a tube)
Smoke produced index	8	AS 1530 (tested as a tube)
Flame spread index	0	Does not support combustion

NOTE: SUBMIT SHOP DRAWINGS WITH CALCULATIONS SIGNED AND SEALED BY AN ENGINEER LICENSED IN THE STATE OF FLORIDA FOR ECOPILE OPTION

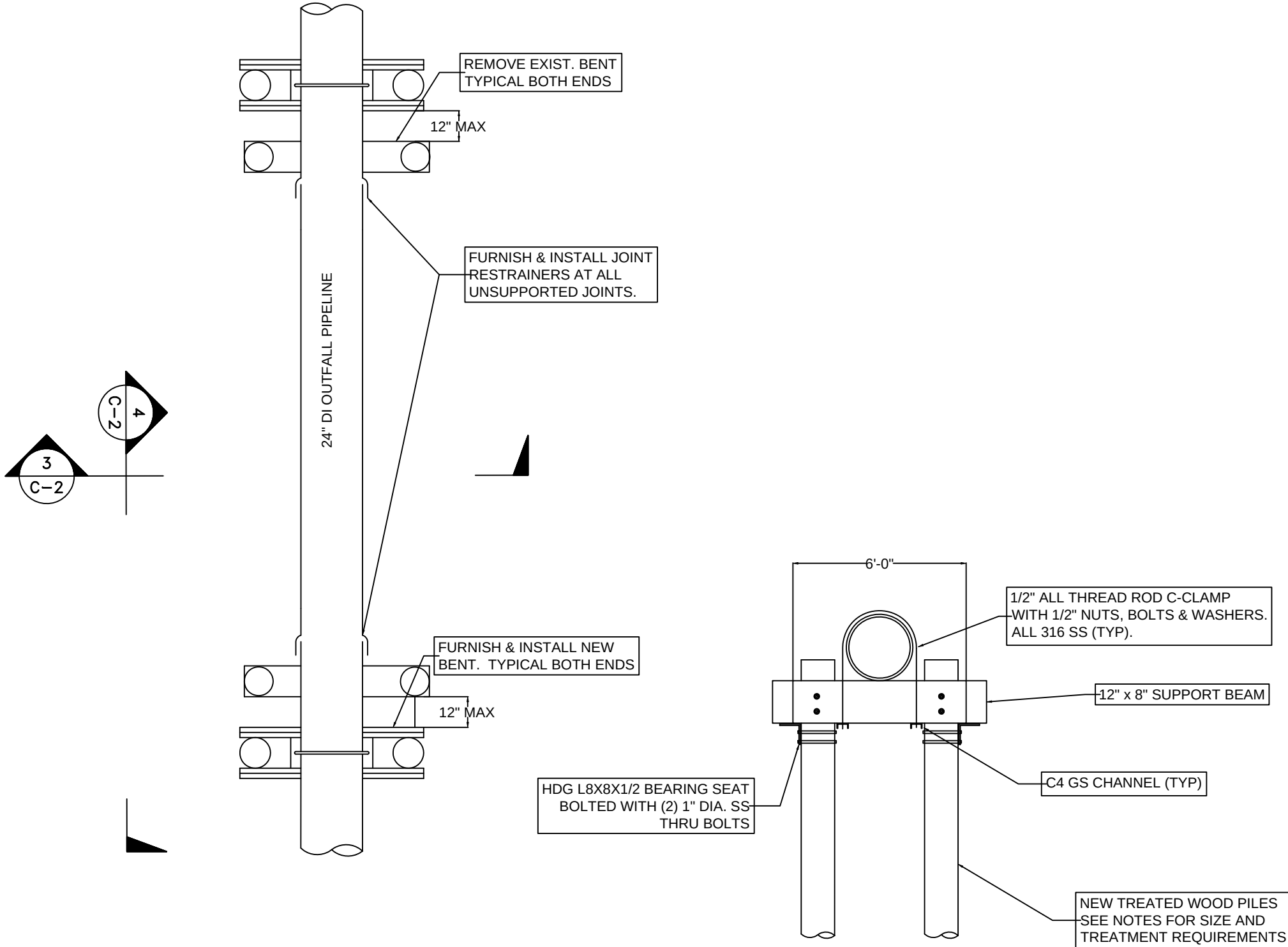
ELECTRIC PROPERTIES:	
Dielectric strength (Breakdown)	14-20 kV/mm
Volume resistivity	10 ¹⁶ Ohm.cm (60% RH)
Surface resistivity	10 ¹³ -10 ¹⁴ Ohm
Dielectric constant	3.4-3.6 at 25° C (60Hz)
Dissipation factor	0.015-0.020 at 20°C
NOTES:	
Ultra Violet Weathering: ECOPILE maintains the same level of UV protection as Vinyl siding and Vinyl windows with an exposure rating in excess of 50 years.	
ECOPILE is a two layered product, the inner layer is a PVC/Fiberglass composite, the outer layer is an impervious, heavy, PVC coating that is an accepted medium for the containment of potable water.	
PVC is immune to Microbiological and Macrobiological attack.	
• Testing conducted by Technical University of Darmstadt Germany	
Sources	DATA SHEET NO.

Shoreline Plastics LLC
300 Alton Box Rd W. Jacksonville, FL 32218
904-696-2981 • www.durosleeve.com



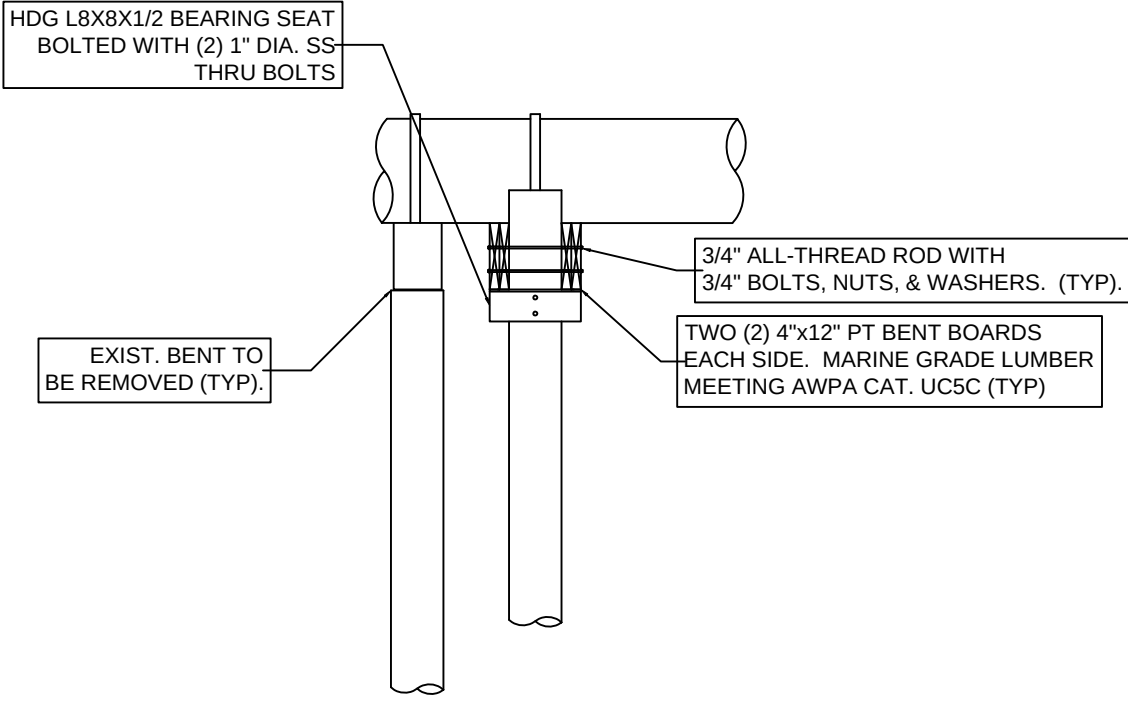
A1A @ MAYPORT RD. — PLAN
SCALE : 1/4" = 1'-0"

PILE BENT — SECTION (TYP) 1
SCALE : 1/4" = 1'-0"

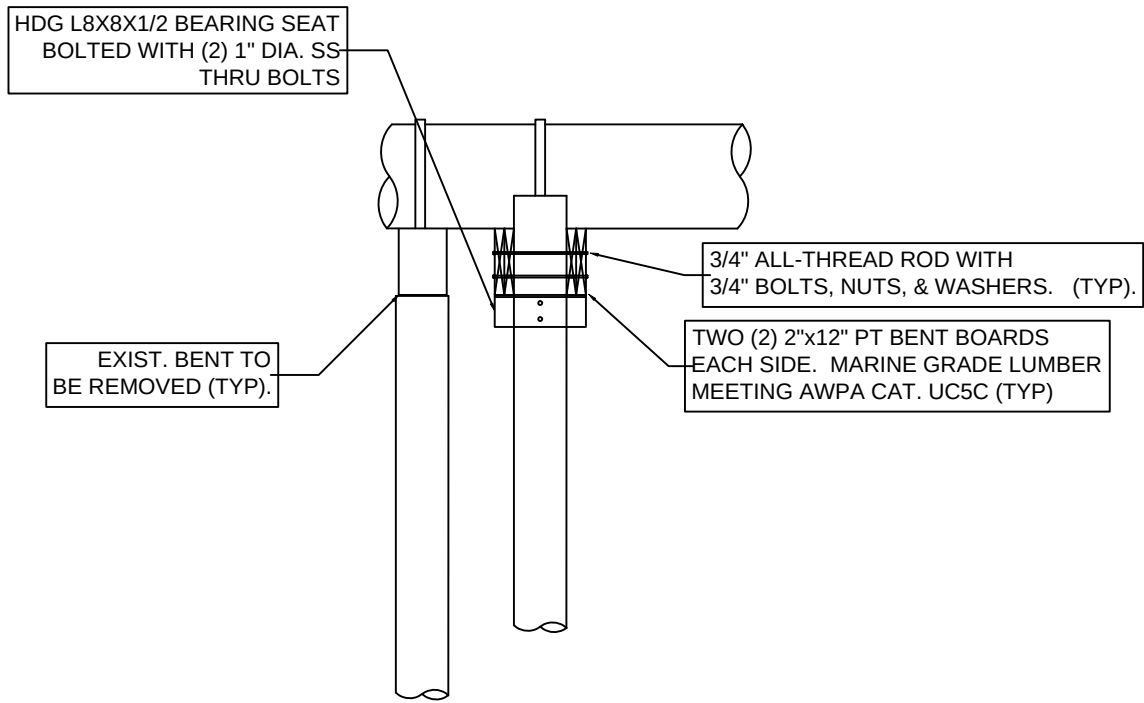


PUCKETT CREEK — PLAN
SCALE : 1/4" = 1'-0"

PILE BENT — SECTION (TYP) 3
SCALE : 1/4" = 1'-0"



PILE BENT — SECTION (TYP) 2
SCALE : 1/4" = 1'-0"



PILE BENT — SECTION (TYP) 4
SCALE : 1/4" = 1'-0"

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PROFESSIONAL ENGINEER

DAVID J. BOLAM, P.E.
FL LIC. NO. 42480

CLIENT

CITY OF ATLANTIC BEACH, FL

PROJECT

OUTFALL PIPING CREEK CROSSING IMPROVEMENTS

TASK

SR A1A @ MAYPORT ROAD & PUCKETT CREEK CROSSING SUPPORTS

ORIGINAL ISSUE:

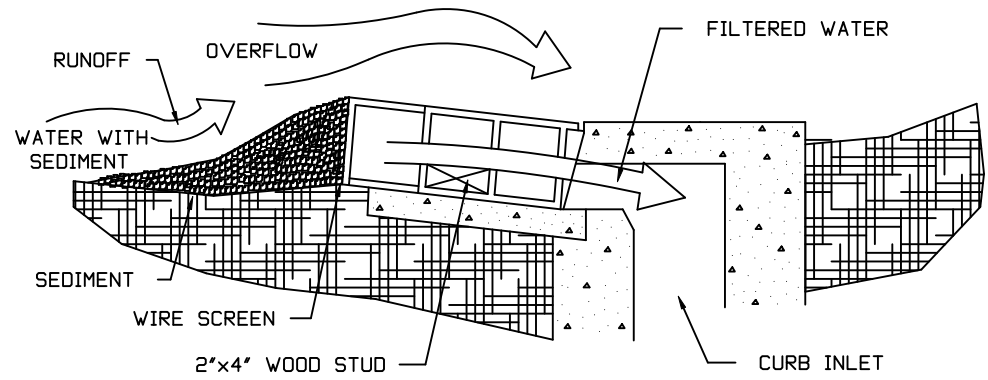
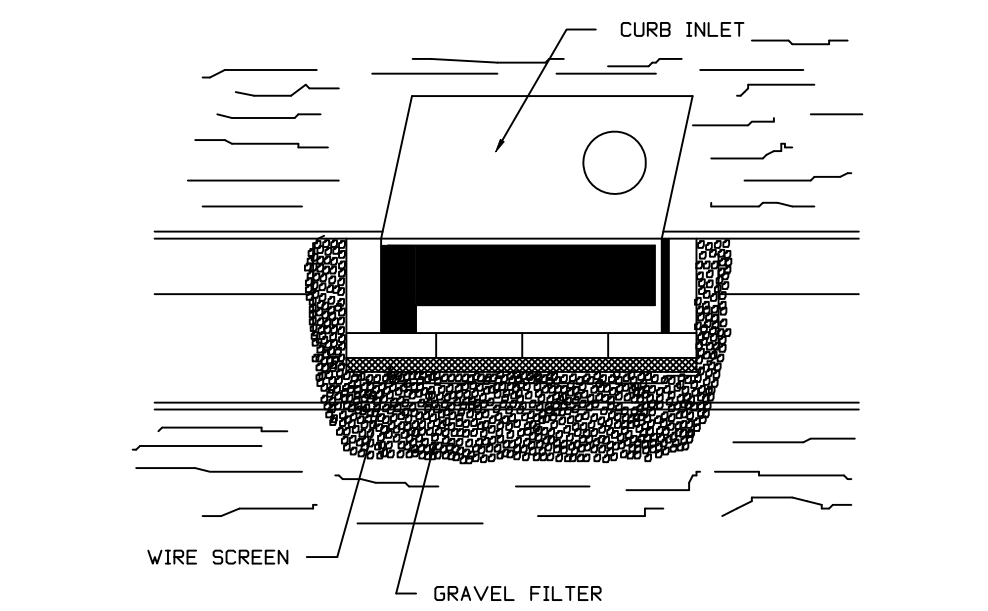
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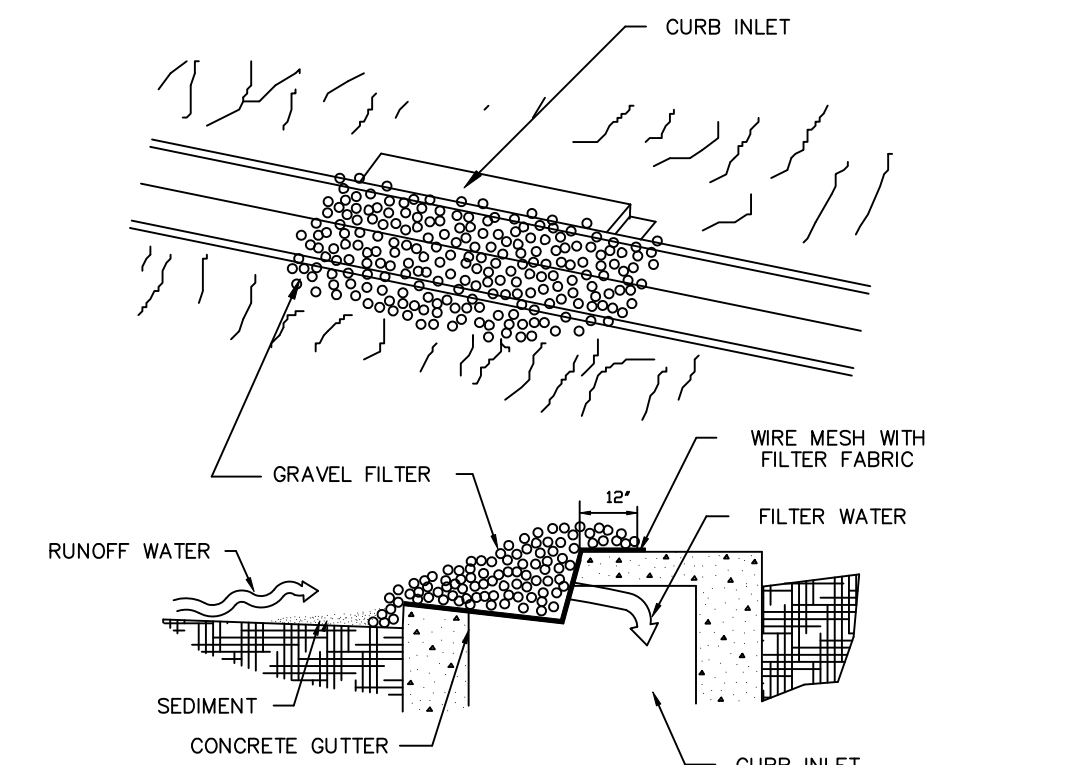
Civil SHEET NO.



SPECIFIC APPLICATION
THIS METHOD OF INLET PROTECTION IS APPLICABLE AT CURB INLETS WHERE AN OVERFLOW CAPABILITY IS NECESSARY TO PREVENT EXCESSIVE PONDING IN FRONT OF THE STRUCTURE.

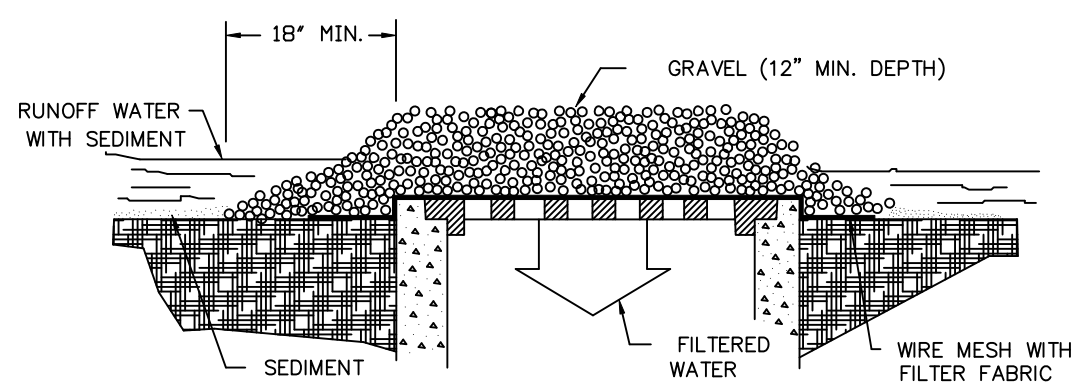
BLOCK & GRAVEL CURB INLET SEDIMENT FILTER

N.T.S.



SPECIFIC APPLICATION
THIS METHOD OF INLET PROTECTION IS APPLICABLE AT CURB INLETS WHERE PONDING IN FRONT OF THE STRUCTURE IS NOT LIKELY TO CAUSE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

GRAVEL CURB INLET SEDIMENT FILTER

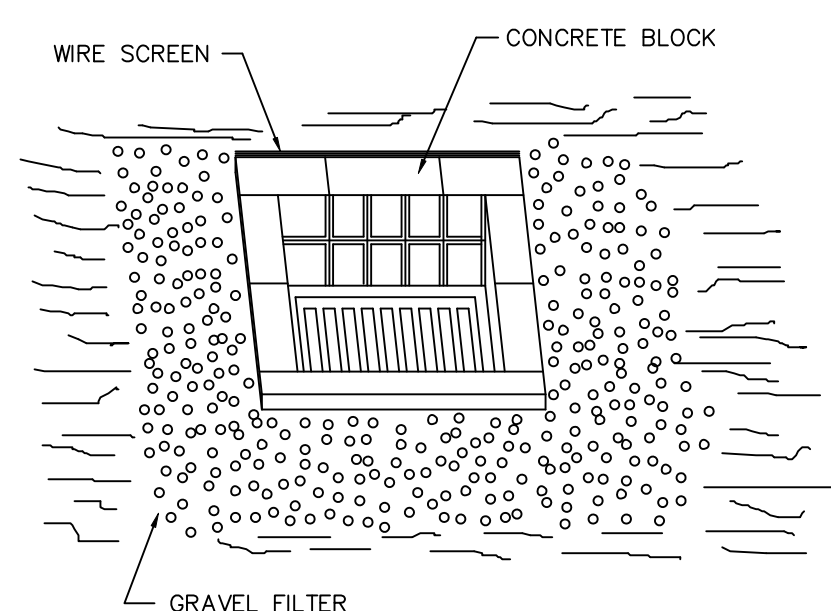


SPECIFIC APPLICATION
THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

GRAVEL AND WIRE MESH DROP INLET SEDIMENT FILTER

GRAVEL INLET SEDIMENT TRAP

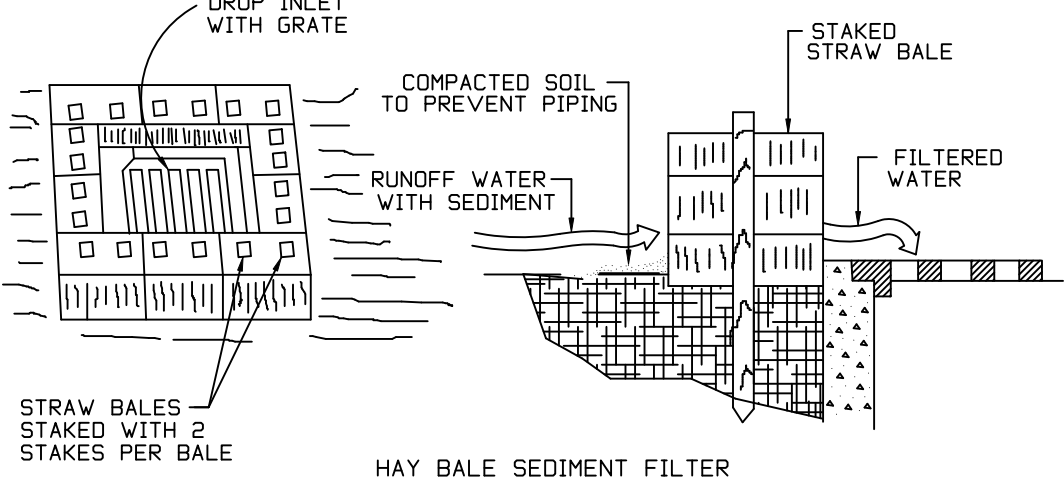
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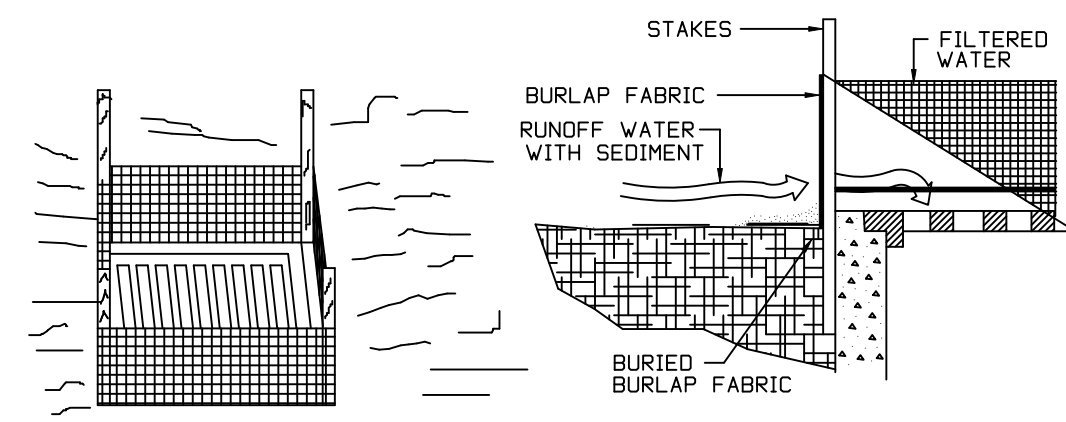
SPECIFIC APPLICATION
THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY FLOWS ARE EXPECTED AND WHERE AN OVERFLOW CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE.

BLOCK & GRAVEL DROP INLET SEDIMENT FILTER

N.T.S.



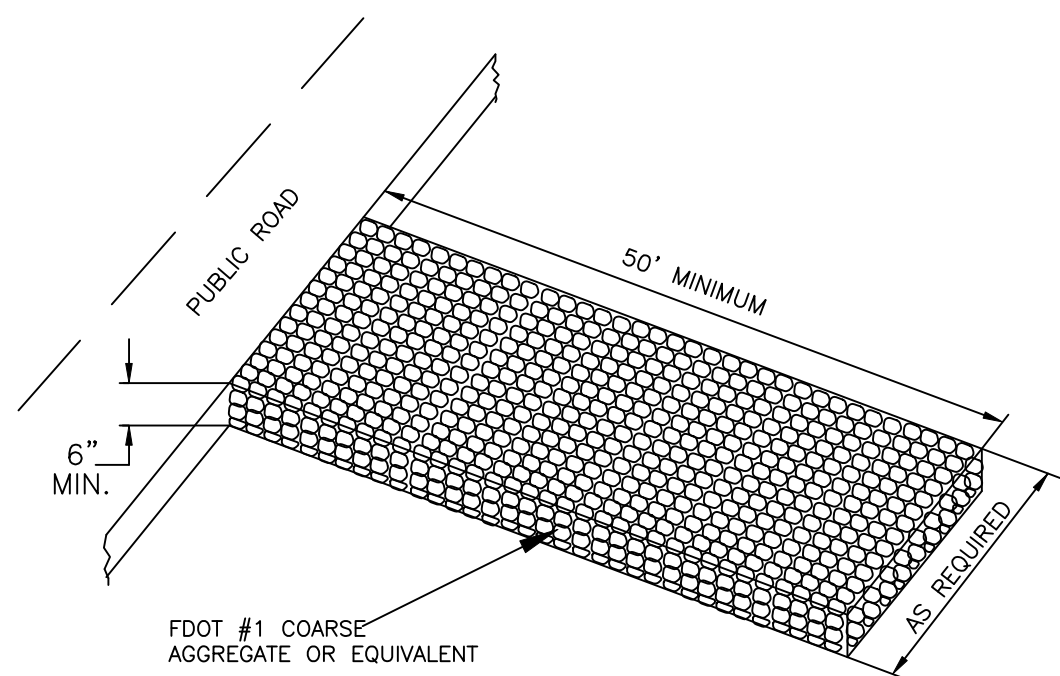
SPECIFIC APPLICATION
THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5 PERCENT) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 cfs) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.



SPECIFIC APPLICATION
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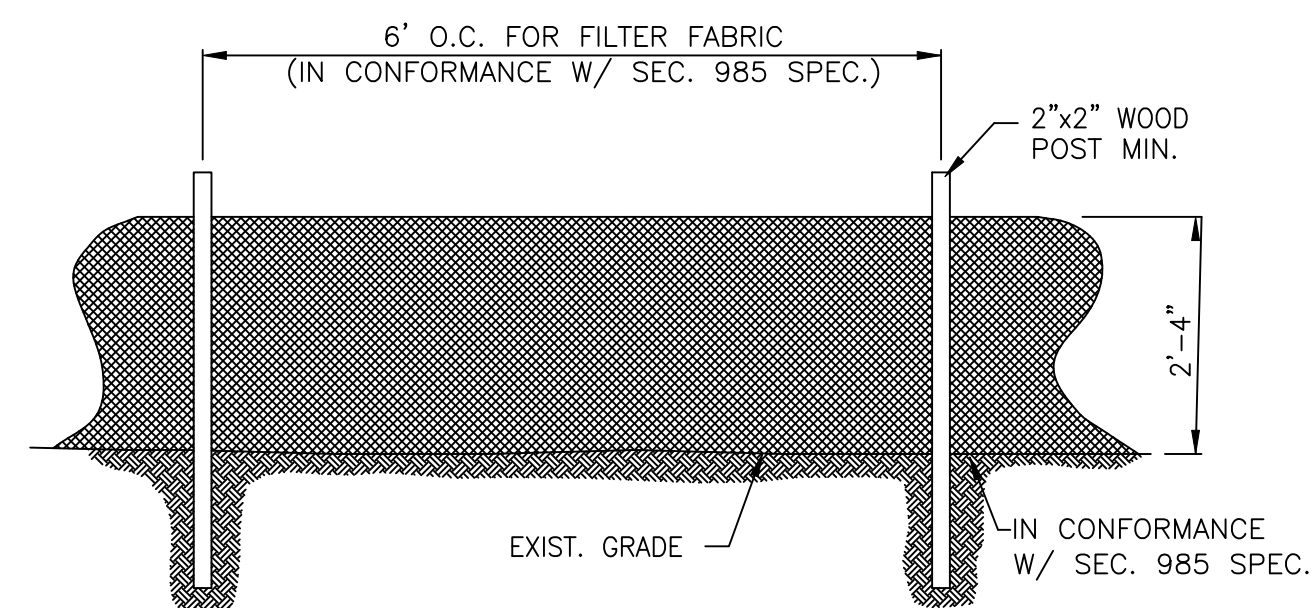
DROP INLET SEDIMENT TRAP

N.T.S.

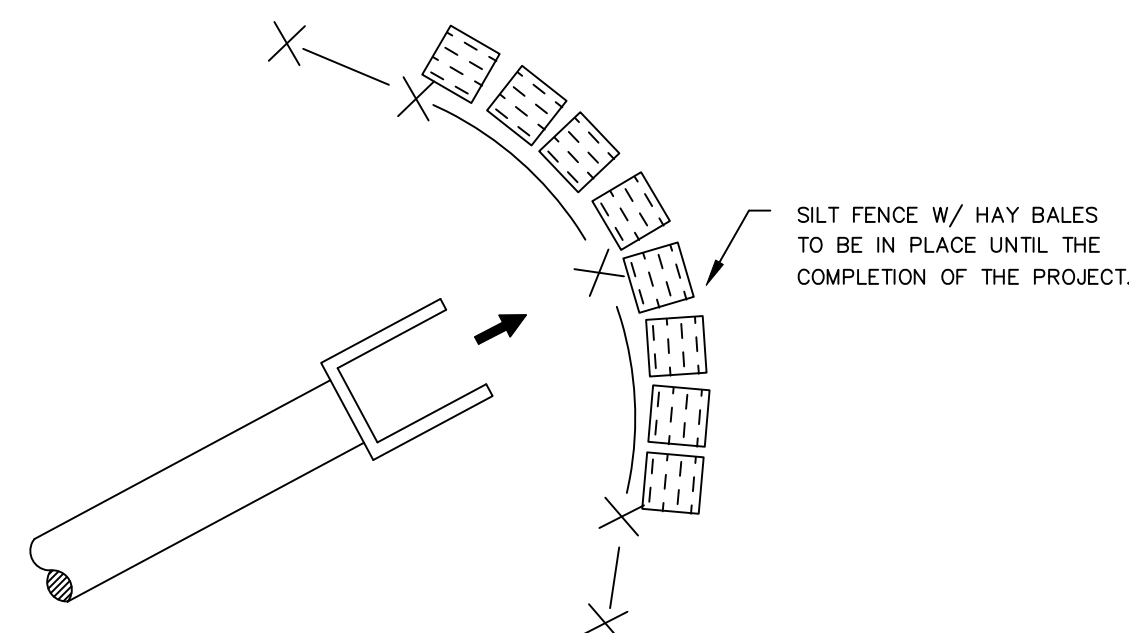


STABILIZED CONSTRUCTION ENTRANCE

N.T.S.

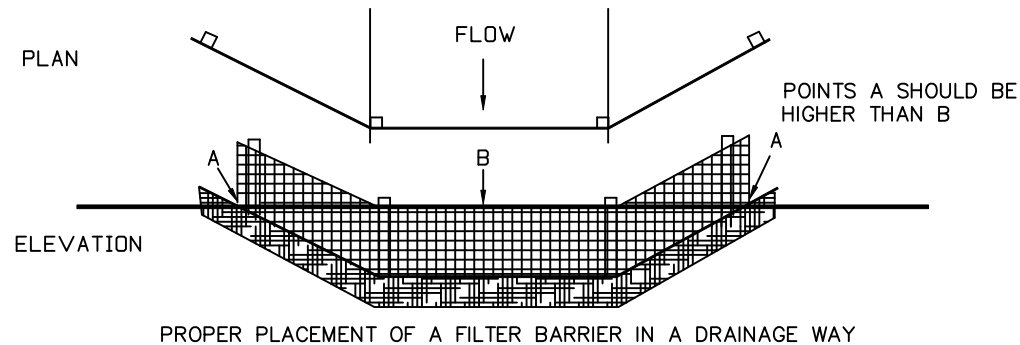
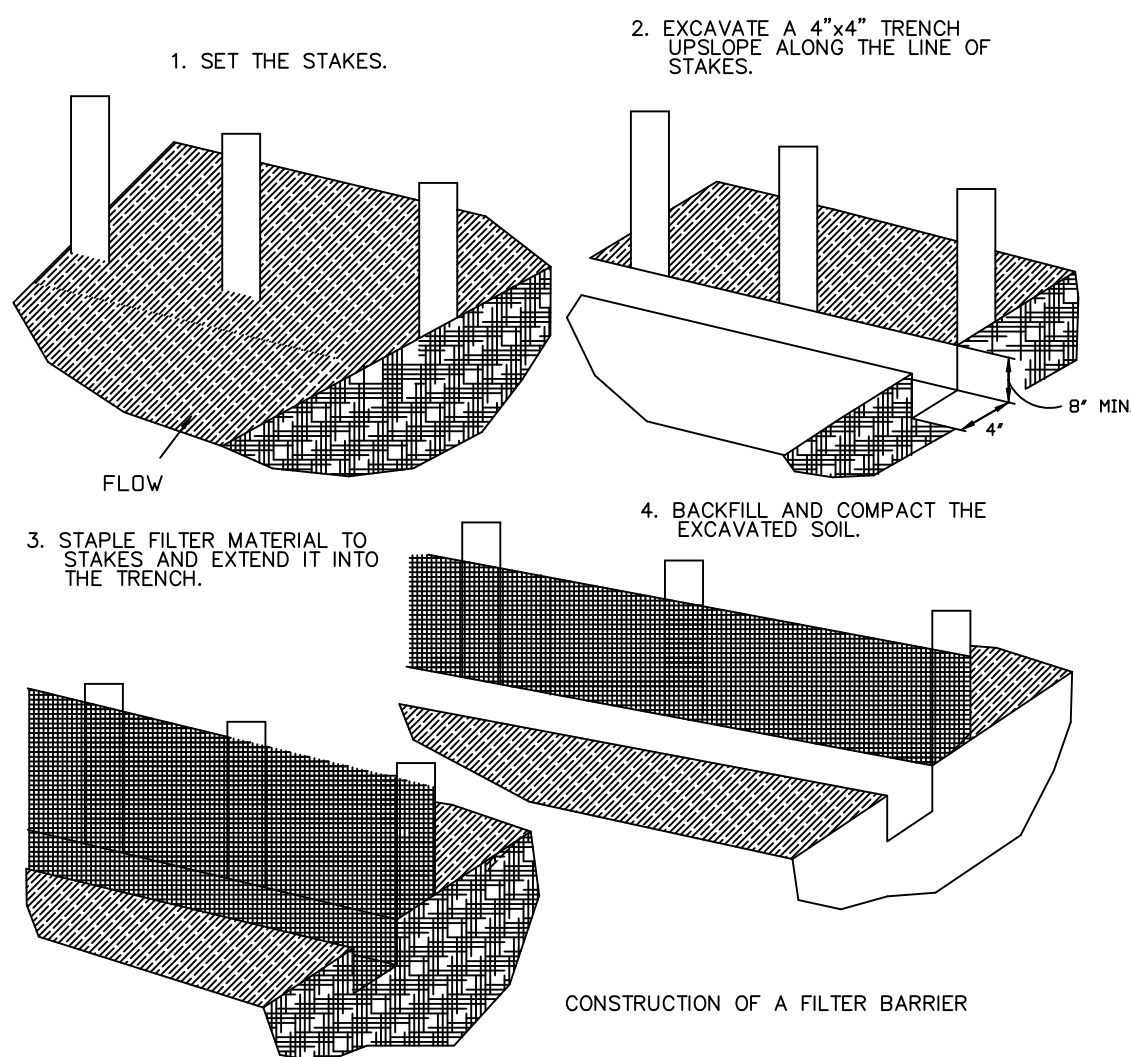
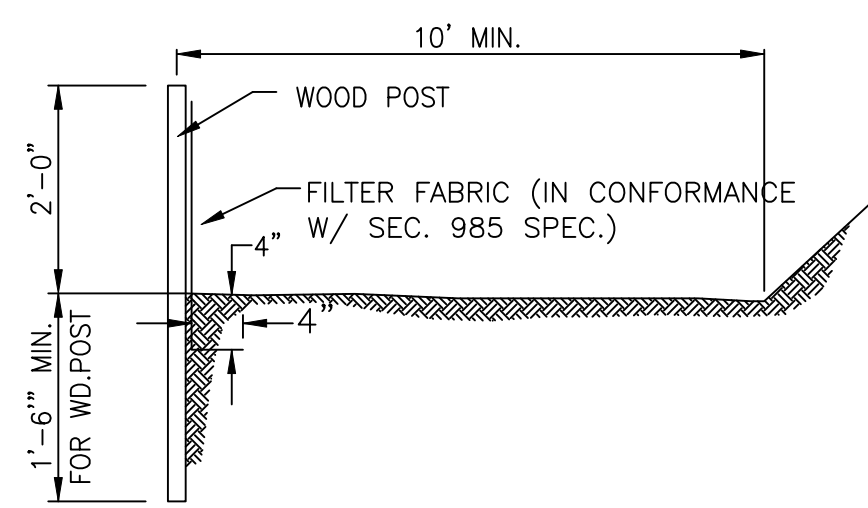


TEMPORARY SILT FENCE



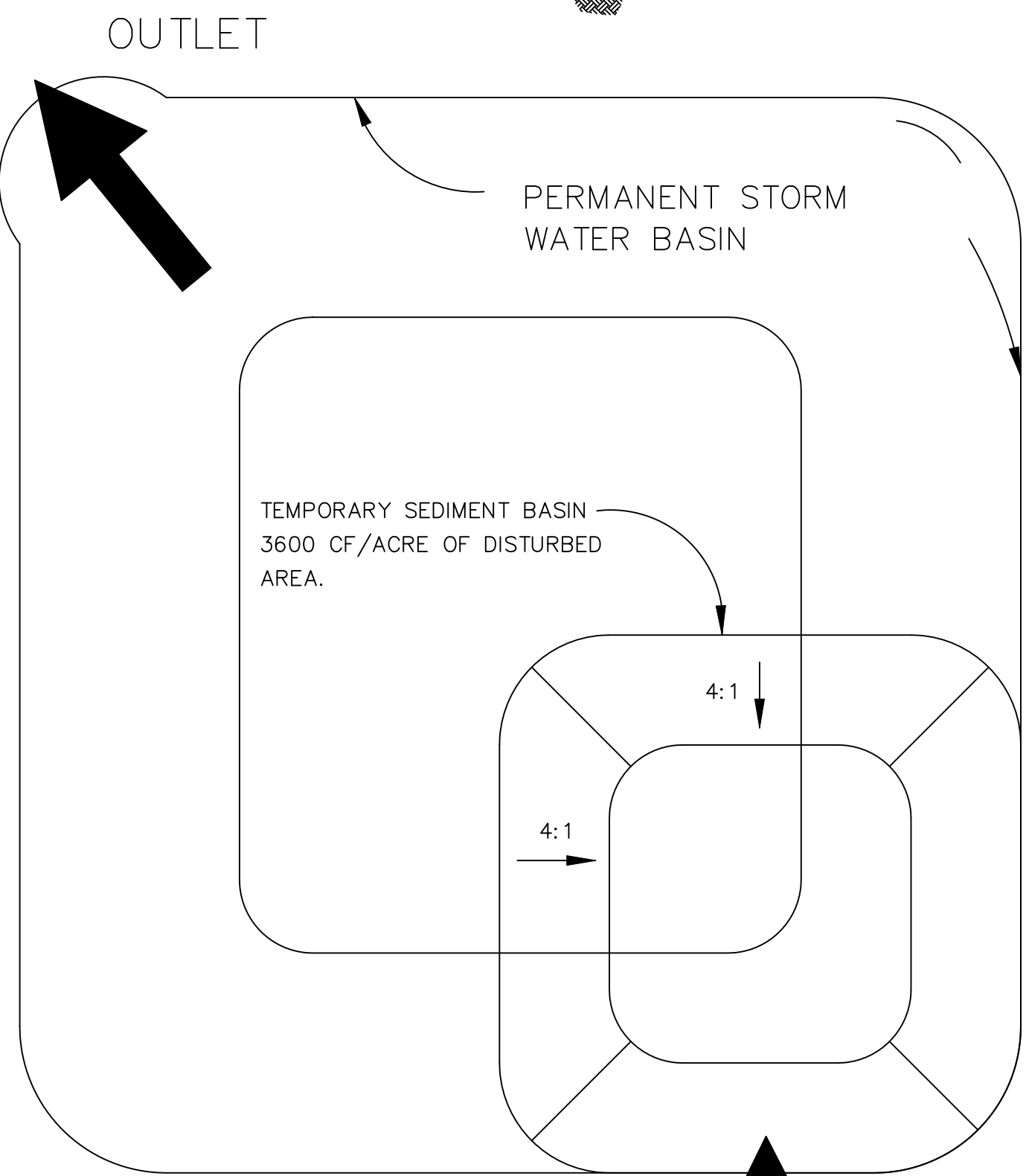
OUTLET PROTECTION

N.T.S.



FILTER BARRIER CONSTRUCTION DETAIL

N.T.S.



NOTE: THIS REPRESENTS THE OPTIMUM LOCATION OF THE TEMPORARY SEDIMENT BASIN. OTHER ON-SITE LOCATIONS MAY ALSO BE APPROPRIATE.

TEMPORARY SEDIMENT BASIN

N.T.S.

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PROFESSIONAL ENGINEER

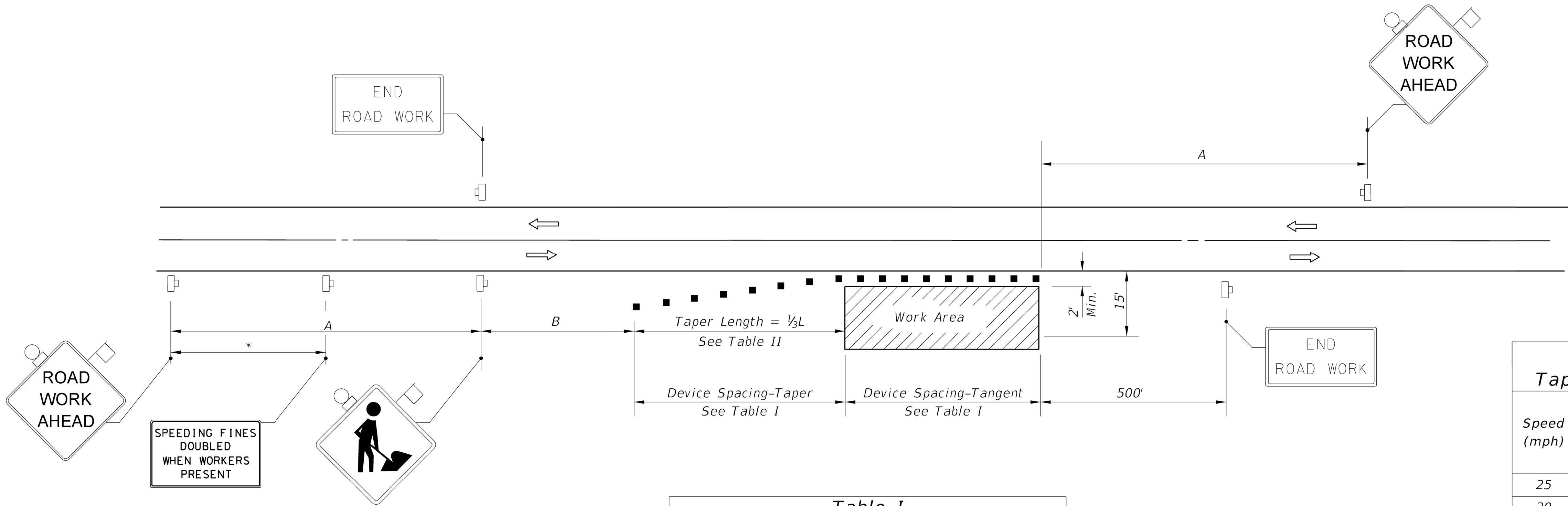
DAVID J. BOLAM, P.E.
FL LIC. NO. 42480

CITY OF ATLANTIC BEACH, FL

OUTFALL PIPING CREEK CROSSING IMPROVEMENTS

EROSION CONTROL DETAILS (2 OF 2)

ORIGINAL ISSUE: _____
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DRAWN _____
DESIGNED _____
CHECKED _____
QC _____
CIVIL SHEET NO. _____



DISTANCE BETWEEN SIGNS		
Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

Table I Device Spacing				
Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II Taper Length - Shoulder				
Speed (mph)	1/3 L (ft)			Notes
	8' Shldr.	10' Shldr.	12' Shldr.	
25	28	35	42	$L = \frac{WS^2}{60}$
30	40	50	60	
35	55	68	82	
40	72	90	107	
45	120	150	180	L=WS
50	133	167	200	
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

8' minimum shoulder width

1/3 L = Length of shoulder taper in feet

W = Width of total shoulder in feet
(combined paved and unpaved width)

S = Posted speed limit (mph)

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT,
WORKERS OR THEIR ACTIVITIES
ENCROACH THE AREA CLOSER
THAN 15' BUT NOT CLOSER THAN
2' TO THE EDGE OF TRAVEL WAY.

SYMBOLS

- Work Area
- Sign With 18" x 18" (Min.) Orange Flag And Type B Light
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

GENERAL NOTES

- When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of flaggers and FLAGGER signs, see Index No. 603.
- SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
- When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
- For general TCZ requirements and additional information, refer to Index No. 600.

DURATION NOTES

- Signs and channelizing devices may be omitted if all of the following conditions are met:
 - Work operations are 60 minutes or less.
 - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

LAST REVISION	DESCRIPTION:		FDOT DESIGN STANDARDS FY 2012/2013	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX NO. 602	SHEET NO. 1
07/01/07						

SALTUS ENGINEERING, INC.
CERT. OF AUTH. NO. 31210
POST OFFICE BOX 8969
FLEMING ISLAND, FL 32006
PHONE (904) 742-6645

PROFESSIONAL ENGINEER

CITY OF ATLANTIC BEACH, FL

CLIENT

OUTFALL PIPING CREEK CROSSING IMPROVEMENTS

PROJECT

MAINTENANCE OF TRAFFIC

TASK

ORIGINAL ISSUE: _____

REVISIONS:
1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

NOT FOR CONSTRUCTION UNLESS INDICATED ABOVE

JOB NO. _____
DRAWN _____
DESIGNED _____
CHECKED _____
QC _____

Civil SHEET NO.
MOT-1

THIS DRAWING SHALL NOT BE REPRODUCED IN ANY FORMAT OR MANNER WITHOUT FIRST OBTAINING OUR EXPRESS WRITTEN PERMISSION AND CONSENT.

DAVID J. BOLAM, P.E.
FL LIC. NO. 42480

City of Atlantic Beach
Outfall Pipeline Creek Crossing Improvements
November 17, 2021

Bid 2122-01

Required Documents	Hager Construction Company	J.D. Hinson Company
Submission in Triplicate - All Documents	X	X
Document Requirements Checklist	X	X
Bid Form	X	X
Bid Bond	X	X
W-9 Form	X	X
Drug Free Workplace	X	X
Public Entity Crimes Statement	X	X
Public Records Provisions	X	X
E-Verify Form	X	X
New Vendor Information Form	X	X
Business Tax Receipt	X	X
Proof of Experience - 3 years	X	X
Financials - 2 years	X	X
Insurance	X	X
References - 3 (w/job description and beginning & end dates)	X	X
Written Confirmation of Adenda (No. 1 - 10/29/21 Remove Mandatory Pre-Bid)	X	X
Lump Sum Total for Outfall Pipeline Creek Crossing Improvements	\$388,430.00	\$396,797.51

Award of Bid based on Department Analysis or Commission Approval

**Outfall Pipeline Creek Crossing Improvements
Bid 2122-01**

Shared Costs Between Duval Beaches

Divided Costs Between Cities				
Contractor	Bid Amount	COJB	CONB	COAB
Hager Construction	\$388,430.00	41.30%	13.70%	45%
Total Cost Per City		\$160,421.59	\$53,214.91	\$174,793.50

File:
Off Copper

May 15, 2003

TO: Donna Kaluzniak, Utility Director
City of Atlantic Beach

FROM: Ty Edwards, Public Works Director /S/
City of Jacksonville Beach

SUBJECT: Copper Mixing Zone Study

RE: Your Memorandum dated 5/9/2003, same subject as above

Thank you for sending me a copy of your memorandum summarizing the copper limit issue information and discussions to date.

Jacksonville Beach Public Works plans to address the copper issue in conjunction with its NPDES permitting process. If FDEP imposes a copper limit, then Public Works plans to work with its consultant and pursue the most efficient and effective manner by which the limit can be met in the most cost effective manner. This may or may not be the mixing zone approach.

If this happens to be the mixing zone approach, then Public Works at that time will consider pursuing Jacksonville Beach funding and approval to pay the portion of the mixing zone desktop modeling costs. The maximum limit that Public Works would consider is as noted in your memorandum. These costs would be a maximum of 41.3% of an estimated \$60,000 or no more than \$24,780. The maximum percentage is derived as shown below.

<u>Treatment Plant</u>	<u>Design Flow (MGD)</u>	<u>Percent of Total Flow of All 4 Treatment Plants</u>
Jacksonville Beach	4.5	41.3%
Neptune Beach	1.5	13.7%
Atlantic Beach**	4.9	45%
TOTAL	10.9	100%

** Total of Wastewater Plant #1 (3.0 MGD) plus Wastewater Plant #2 (1.9 MGD)

However, Public Works may want to pursue with Atlantic Beach and Neptune Beach an equal share percentage approach of 33.3%, since the preliminary copper study indicates that the Jacksonville Beach wastewater treatment facility has less of a problem meeting the potential copper limit.

CC: Pam Morgan, Pollution Control Plant Supervisor, Jacksonville Beach



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	12/08/2021
SUBJECT:	Septic Tank Phase-out Rebate Program

BACKGROUND

Connections to central water and wastewater treatment systems and the elimination of on-site treatment and disposal systems promote the environment and the health, safety, and general welfare of the inhabitants of the City and its water resources. The Public Works Departments currently has record of 14 septic systems remaining within City limits.

The City received American Rescue Plan Act (ARPA) funds from the Federal Government and an additional tranche of funding from the Duval County share of ARPA funds. One of the approved uses of these funds is for investments in water and sewer infrastructure. Specifically, improvements that manage potential sources of pollution and preventing contamination of drinking water resources. Additionally, elimination of the remaining septic tanks within the City helps to meet the following Priorities, Goals, and Objectives as identified in the 2021 Strategic Plan:

- P1.G1.O1: *Identify infrastructure projects that meet high standards of service for health, connectivity, and a clean environment.*
- P2.G1.O2: *Develop policies and processes to mitigate safety perception issues.*
- P4.G2.O1: *Create a plan to prepare community assets for environmental impacts and risks.*

FINANCIAL IMPACT

The City offers a conditional rebate totaling \$8,000: \$1,000 for the Capital Improvement fee; \$750 for the sewer tap fee; and \$6,250 towards the cost of connecting to City sewer services, to qualifying property owners as an incentive to phase-out the remaining septic tanks within City limits.

REQUESTED ACTION

Approve/Disapprove the Septic Tank Phase-out Rebate Program

ATTACHMENTS

1. Septic Tank Phase-out memo from Director of Public Works
2. Septic Tank Phase-out Rebate Program Details
3. Septic Tank Phase-out Rebate Application



City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of Public

Works

1460-A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6219

www.jacksonvillebeach.org

December 6, 2021

To: Ashlie Gossett, CFO

From: Dennis W. Barron, Jr., Director of Public Works

Re: Elimination of Septic Tanks

The City of Jacksonville Beach (COJB) Public Works Department (PW) currently has record of 14 septic tank systems remaining within City Limits. With the City's current Strategic Planning priorities and objectives identified, and with water and sewer infrastructure being an approved use of American Rescue Plan Act (ARPA) dollars it is an optimal time for the City to organize a plan and process to help eliminate septic tank usage where fiscally feasible. PW would like the Finance Department to develop a grant program and application process to help accomplish this task.

Elimination of septic tanks will help to meet the following Priorities, Goals and Objectives as identified in the 2021 Strategic Plan:

P1.G1.O1: Identify infrastructure projects that meet high standards of service for health, connectivity, and a clean environment.

P2.G1.O2: Develop policies and processes to mitigate safety perception issues.

P4.G2.O1: Create a plan to prepare community assets for environmental impacts and risks.

PW looks forward to working with you to help with this plan.

Sincerely,

Dennis W. Barron, Jr.
Director of Public Works





Beach: Septic Tank Phase-out Rebate Program

Purpose:

Connections to central water and wastewater treatment systems and the elimination of on-site treatment and disposal systems promote the environment and the health, safety and general welfare of the inhabitants of the City and its water resources.

The Public Works Departments currently has record of 14 septic systems remaining within City limits. The City received American Rescue Plan Act (ARPA) funds from the Federal Government and an additional tranche of funding from the Duval County share of ARPA funds. One of the approved uses of these funds is for investments in water and sewer infrastructure. Specifically, improvements that manage potential sources of pollution and preventing contamination of drinking water resources. Additionally, elimination of the remaining septic tanks within the City helps to meet the following Priorities, Goals and Objectives as identified in the 2021 Strategic Plan:

- P1.G1.O1: *Identify infrastructure projects that meet high standards of service for health, connectivity, and a clean environment.*
- P2.G1.O2: *Develop policies and processes to mitigate safety perception issues.*
- P4.G2.O1: *Create a plan to prepare community assets for environmental impacts and risks.*

The City offers a conditional rebate totaling \$8,000: \$1,000 for the Capital Improvement fee; \$750 for the sewer tap fee; and \$6,250 towards the cost of connecting to City sewer services, to qualifying property owners as an incentive to phase-out the remaining septic tanks within City limits.

Program Requirements:

- 1) An application for a rebate must be completed by the property owner and approved by the Public Works Department.
- 2) Applications must be submitted within 60 days of project completion.
- 3) The \$1,000 capital improvement fee and the \$750 sewer tap connection fee must be paid to the City prior to installing the sewer service.
- 4) The Public Works Department will inspect and approve the connections and demolition/removal of the existing septic tank prior to backfill.
- 5) A copy of each proof of purchase and installation invoice/receipt, paid by the property owner, must be provided to the Public Works Department and attached to the application. The invoice/receipt must include the property owner name, address, and purchase/installation date. More information may be required as necessary.



Beach: Septic Tank Phase-out Rebate Program

Eligible Participants:

- 1) Only existing property owners within City limits who are still using on-site wastewater treatment and disposal systems.
- 2) This rebate is not eligible for new construction.
- 3) Property owners are considered qualified when they meet the requirements as set forth in the following sections of the City Code of Ordinances:

Sec. 32-42 – Use of Public Sewers Required (g) Customer shall be notified when sewer is available:

- 1) Sewage shall be considered available to an existing single-family dwelling when the dwelling can be connected by gravity flow to a line in any public right-of-way or easement which passes the property at any point.
- 2) Sewage shall be considered available to any new single-family dwelling when the dwelling can be connected by the installation of one hundred (100) linear feet of gravity flow line from the nearest point of the property.

Sec. 32-43 – Private Wastewater Disposal

- (f) When a public sewer becomes available to a property served by a private wastewater disposal system, a direct connection shall be made to the public sewer within three hundred sixty-five (365) days after notice. Any septic tanks, cesspools, and similar private wastewater disposal facilities shall then be cleaned of sludge and filled with suitable materials.

- 4) All work by participant shall comply with local and state regulatory requirements.

References:

U.S. Treasury Department Interim Final Rule outlining eligible use of ARPA funds:
(<https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>)

City of Jacksonville Beach Code of Ordinances:
https://library.municode.com/fl/jacksonville_beach/codes/code_of_ordinances

City of Jacksonville Beach: Septic Tank Phase-out Rebate Program

Property Owner Information

Name _____

Property Address _____

Phone _____

E-mail _____



Sewer Connection Information

Installed Address _____

Date of Installation _____

Contractor Name _____

Contractor State License No. _____

Contractor Address _____

Contractor Phone _____

City Permit No. _____

City Permit Issue Date _____

I certify that:

- I agree to all the provisions and have met all of the requirements listed in the "Rebate Program" document.
- Total cost paid by property owner to install authorized sewer connection to City service at the address listed above is: \$ _____
- Attached are copies of proof of installation invoice/receipt, showing paid in full amount equal to the previously stated Total cost paid by the property owner.
- I will allow a City of Jacksonville Beach representative to physically inspect the installed sewer connection.
- I have not already received or applied for this grant.

Property Owner Signature: _____

Date: _____

Send / bring Rebate Application to: Jacksonville Beach Public Works Administration 1460 Shetter Avenue
Jacksonville Beach, FL 32250

Questions / comments on this form may be directed to: publicworks@jaxbchfl.net or (904) 247-6219

City of Jacksonville Beach Use Only

Property Owner Name	_____	
Submitted cost paid by property owner	_____	
Total qualifying costs approved by City	_____	
Rebate Amount Authorized	_____	
Reviewed by:	_____	Date _____
Approved by:	_____	Date _____
City Check No.	_____	Date _____
Date Given/Certified Mailed to property owner	_____	



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development
DATE:	11/17/2021
SUBJECT:	Final Plat for 5th Avenue South Unit 2

BACKGROUND

The applicant, Curtis Hart of Hart Resources, LLC, has applied to subdivide property that will be redeveloped into five fee-simple townhouses located on the north side of 5th Avenue South between 3rd and 4th Streets South. The previous use of the property, which consists of two adjacent platted lots of record, was a commercial building (most recently a hair salon) and a vacant residential lot. The applicant was advised by staff that they would need to receive final subdivision plat approval by City Council and record the final subdivision plat with the Duval County Clerk of Court prior to selling the five individual townhouse units.

The subject property is located in a Commercial, limited: C-1 zoning district. The project received conditional use approval (PC#6-17) for townhouses in a commercial zoning district in March of 2017. The project received Concept Plan for Plat approval (PC#14-17) from the Planning Commission in April of 2017, and received Development Plan approval (SP#18-8) in May of 2020. The townhouses will be constructed to the RM-1 zoning district standards. Each of the five townhouse lots shown on the attached plat meets the minimum lot size requirements for RM-1 townhouse lots.

The attached Final Plat document has been approved by all reviewing City Departments and is consistent with relevant Land Development Code and Comprehensive Plan regulations.

FINANCIAL IMPACT

None

REQUESTED ACTION

Approve/Disapprove the Final Plat for 5th Avenue South Unit 2

ATTACHMENTS

1. Final plat 5TH AVENUE SOUTH U2



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development
DATE:	11/01/2021
SUBJECT:	Ordinance No. 2021-8168, Outdoor Seating Amendments

BACKGROUND

At the August 9, 2021 briefing, City Council indicated support for amendments to Section 34-407 of the Land Development Code (LDC) in regard to outdoor restaurants and bars, specifically as it pertains to the ratio of allowable outdoor restaurant seating, and the seating calculations for restaurants to qualify for a special restaurant (SRX) alcoholic beverage license (4COP).

The outcome of the discussion on August 9, 2021 is summarized as follows:

- Support for amendments to Section 34-407 of the LDC to increase the ratio for allowable outdoor seating areas at restaurants Citywide at a minimum of a 50% ratio.
- Support for amendments to Section 34-407 of the LDC to allow outdoor restaurant seating areas Citywide to count towards the 150 seats required to qualify for a 4COP (SRX) alcoholic beverage license. It was discussed that establishments with a 4COP (SRX) and outdoor restaurant seating areas would potentially not be eligible for extended hours of operation permits in an effort to avoid the creation of additional restaurants in name only (RINOs). Additionally, 4COP (SRX) establishment's outdoor restaurant areas would remain subject to Section 4-2.(e)(1)b.4 which requires 4COP (SRX) establishments to keep all tables and chairs upright and in place during all hours of operation as per the diagram submitted to the city during the permitting process.
- Consider amendments to Section 34-407 of the LDC to increase the ratio for allowable outdoor bar areas, but perhaps at a future date.
- Consider amendments proposed in Ordinance 2017-8093 that would allow outdoor restaurant areas approximately 200 sq. ft. in size that do not serve alcohol to be permitted without having to receive conditional use approval and without having to provide for additional parking.
- Support for review and consideration of amending any definitions related to restaurants and outdoor restaurant areas to ensure clarity and consistency with other parts of the City's Code of Ordinances.

City Council also expressed some concern about potential consequences of the proposed changes discussed, such as the potential creation of new RINOs, impacts on parking, compatibility concerns with other uses, and unintended loopholes. Staff addressed these concerns with the City Council.

Staff took the City Council's requests and concerns into consideration and provided some



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

proposed amendments to the LDC at a subsequent September 13, 2021 briefing. The City Council confirmed their preferred amendments to the LDC and staff has prepared the attached draft Ordinance for consideration by the Planning Commission prior to final review and consideration by City Council.

The proposed suggestions for amendments to pertinent sections of the LDC in relation to outdoor restaurant areas are summarized as follows:

- Update the definition of *outdoor restaurant area* to match the definition in Section 18 - Noise of the City's Code of Ordinances.
- Allow outdoor restaurant areas of 250 square feet or less, at establishments where alcohol is not served, as a permitted use in certain commercial zoning districts where restaurants are a permitted use.
- Remove the parking requirement for outdoor restaurant areas less than 250 square feet.
- Amend the outdoor restaurant area allowable ratio from 25% of the indoor restaurant area to 50% of the indoor restaurant area.
- Allow outdoor restaurant seating areas to be used to compute the minimum seating area required to qualify for a 4COP (SRX) alcoholic beverage license.
- Require a buffer around outdoor restaurant or bar areas that are immediately adjacent to residential uses.

The proposed amendments were considered by the Planning Commission at their regular meeting on November 22, 2021. After discussions with staff, the Planning Commission recommended approval of the amendments with one proposed addition. The Planning Commission voted to add language to Section 34-407 that clarified that "existing outdoor seating areas shall not be expanded without first receiving conditional use approval." Staff has provided this language as red/underline text in the proposed ordinance, under Section 34-407(b) of the LDC.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2021-8168, for Outdoor Seating Amendments on the first reading and schedule a second reading for January 18, 2022

ATTACHMENTS

1. Ord 2021-8168 LDC Outdoor Seating Amendments

Introduced by: _____
1st Reading: _____
2nd Reading: _____

ORDINANCE NO. 2021-8168

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE IV. DEFINITIONS, ARTICLE VII. ZONING DISTRICTS, AND ARTICLE VIII, DIVISION 2. SUPPLEMENTAL STANDARDS, TO MODIFY THE LIMITATIONS AND CONDITIONS FOR OUTDOOR RESTAURANTS AND BARS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach ("City") has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida; and Chapters 163 and 166, Florida Statutes; and

WHEREAS, the City Code of Ordinances, Chapter 34 Land Development Code (LDC) exists to establish comprehensive and consistent standards, regulations, and procedures for the review and approval of all proposed development of land in the City and to implement the goals of the Comprehensive Plan; and

WHEREAS, the City finds it necessary to periodically review and make amendments and revisions to the LDC to provide clarifications, address new issues pertaining to regulations and procedures, make updates, enact new portions, and reorganize parts; and

WHEREAS, the City Council has expressed interest in modifying the language and regulations pertaining to outdoor restaurant areas, the requirements to qualify for a special restaurant alcoholic beverage license, and clarify definitions pertaining to restaurants; and

WHEREAS, the City's Planning Commission, after notice and public hearing, has considered the ordinance and the proposed amendments, clarifications, revisions, updates, and reorganization to the articles, divisions, and sections of the LDC, has considered staff recommendations, information provided, and public testimony given at the public hearings and has presented its recommendation to the City Council; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose, it is a permissible exercise of the City's powers and authority, and benefits the public health, safety, and welfare of the citizens, residents, and guests of the City of Jacksonville Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA:

SECTION 1. RECITALS. The above recitals are ratified, correct, and made part of this ordinance.

SECTION 2. That Article IV. Definitions, Section 34-41. – General, of the Land Development Code of the City of Jacksonville Beach, Florida is hereby amended, and as amended shall henceforth read as follows¹:

Outdoor restaurant or bar means any restaurant or bar, or portion thereof, which exists outside of the permanent exterior walls of the principal building(s) on a lot and has, in place, tables and chairs set up to accommodate patrons for seating during all hours of operation. This definition includes any deck or other area constructed and/or utilized on the roof of a structure.

SECTION 3. That Article VII. –Zoning Districts, Division 2, of the Land Development Code of the City of Jacksonville Beach, Florida is hereby amended, and as amended shall henceforth read as follows:

Section 34-342. Commercial limited: C-1.

(b) Permitted uses.

(7) Restaurants, except drive-ins; and outdoor restaurants less than or equal to 250 square feet if alcohol is not served.

Section 34-343. Commercial limited: C-2.

(b) Permitted uses.

(11) Restaurants; and outdoor restaurants less than or equal to 250 square feet if alcohol is not served.

Section 34-345. Central business district: CBD.

(b) Permitted uses.

(4) Retail trade establishments as follows: Building materials, hardware and garden supplies; general merchandise stores; apparel and accessory stores; home furniture, furnishing and equipment stores; restaurants; drug stores; florists; tobacco stands and newsstands; optical goods stores; and miscellaneous retail goods; and outdoor restaurants less than or equal to 250 square feet if alcohol is not served.

SECTION 4. That Article VIII. –Site Development Standards, Division 2 –Supplemental Standards, Section 34-407. –Outdoor restaurants and bars, of the Land Development Code of the City of Jacksonville Beach, Florida, is hereby amended, and as amended shall henceforth read as follows:

**ARTICLE VIII.
SITE DEVELOPMENT STANDARDS
DIVISION 2.
SUPPLEMENTAL STANDARDS**

Sec. 34-407. Outdoor Restaurants and Bars

In addition to the standards applicable to all conditional uses, as stated in Section 34-231, and in addition to the regulations of the zoning district in which the restaurant or bar is located, outdoor

¹ ~~Strikethrough~~ text indicates deletions, underline text indicates additions.

restaurants and bars that are permitted or allowed in any zoning district shall be subject to the following limitations and conditions:

(a) The unenclosed, outdoor portion area of the restaurant or bar shall be accessory to ~~or~~ and under the same ownership or control as the restaurant or bar that is operated within a totally and permanently enclosed building located on the same lot.

(b) The area of unenclosed, outdoor customer service area of a restaurant shall not exceed fifty percent (50%) of the total gross enclosed area of the restaurant. The area of unenclosed outdoor or bar shall not exceed twenty-five (25%) of the total enclosed area of the restaurant or bar. Existing outdoor seating areas shall not be expanded without first receiving conditional use approval.

(c) Required parking spaces shall be provided for the unenclosed, outdoor customer service area outside of the permanently enclosed building at the same ratio as is required for the permanently enclosed area of the restaurant or bar. Parking is not required for outdoor restaurant areas of 250 square feet or less.

(d) The outdoor customer service area ~~shall not~~ may be used to compute the minimum seating or customer service area required to qualify for a special restaurant (SRX) alcoholic beverage license. For any establishment selling alcoholic beverages for on-site consumption, the outdoor customer service area shall be enclosed by a minimum 42" high wall or fence. The wall or fence shall be constructed of wood, metal (Except chain link), plastic, or other similar material. No rope of any kind shall be permitted.

(e) Buffering must be provided around outdoor restaurant or bar areas when immediately adjacent to residential uses. At a minimum, a six-foot tall fence should be installed between the commercial and residential uses, or a thirty-six (36) inch diameter pot by a minimum of twenty-four (24) inches high should be provided every five (5) lineal feet of outdoor restaurant area immediately adjacent to a residential use. The plant species should be at least two (2) times as high as the height of the pot.

(~~ef~~) No animals except service dogs shall generally be permitted within an approved outdoor restaurant or bar seating area. However, pursuant to Ordinance No. 2010-7992, other dogs may be allowed in an outdoor restaurant area upon approval of a Dogs in Outdoor Dining Area permit application.

(~~fg~~) The Planning Commission is authorized to establish hours of operation for conditional use outdoor restaurant and bar seating areas as a means to ensure their capability with surrounding land uses.

(~~gh~~) If an approved outdoor restaurant or bar area violates any of the standards set forth in this section, or any other conditions placed on their approval by the Planning Commission, the violation shall be referred to the Special Magistrate for a hearing. Upon finding that such a violation exists, the Special Magistrate may apply penalties as provided by law, including revocation of the conditional use approval for that outdoor seating area. Whenever the approval for a conditional use outdoor bar or restaurant seating area is revoked for a particular establishment, a conditional use application for outdoor bar or restaurant seating shall not be considered for any portion of that establishment for a period of two (2) years after the date of revocation.

SECTION 5. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 7. CODIFICATION. The City Council intends that this Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS ___ DAY OF _____, A.D., 2022.

Christine H. Hoffman, Mayor

Sherri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Sandra R. Robnson, City Attorney
DATE:	12/13/2021
SUBJECT:	Ordinance No. 2021-8169

BACKGROUND

On December 21, 2020, the City Council approved Ordinance No. 2020-8157 which instituted a temporary moratorium on the commercial leasing, rental, and use of commercially leased or rented electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City for a period of 12 months from its effective date (*i.e.*, December 21, 2021), or until it is repealed by the City Council as part of its adoption of permanent regulations, whichever is sooner.

The progress of obtaining input from local residents, businesses, and City departments to better prepare and take any steps necessary for the adoption and implementation of permanent regulations to address these emerging matters was stalled in part due to the City's six-month absence of in-house legal counsel. Extending the temporary moratorium is necessary to allow sufficient time for the City Attorney to conduct additional research and draft the appropriate ordinance governing the regulations for the renting or leasing of electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City. Ordinance No. 2021-8169 extends the temporary moratorium for four months, until April 21, 2022.

The first reading of Ordinance No. 2021-8169 took place on December 6, 2021, and was approved unanimously by the City Council.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2021-8169 on the second reading extending the temporary moratorium on the commercial rental and lease, and use of rented and leased, electric personal assistive mobility devices, micromobility devices, and motorized scooters until April 21, 2022

ATTACHMENTS

1. Ordinance No. 2021-8169

Introduced by: _____
First Reading: _____
Second Reading: _____

ORDINANCE NO. 2021-8169

AN ORDINANCE BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING ORDINANCE NO. 2020-8157 WHICH IMPOSED A TEMPORARY MORATORIUM ON THE COMMERCIAL RENTAL AND LEASE, AND USE OF RENTED AND LEASED, ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES, MICROMOBILITY DEVICES, AND MOTORIZED SCOOTERS; CONTINUING THE BASIS FOR THE EMERGENCY MORATORIUM; AND EXTENDING THE MORATORIUM FOR FOUR MONTHS UNTIL APRIL 21, 2022.

WHEREAS, Article VIII, Section 2 of the Florida Constitution and Section 166.021, Florida Statutes, provides that municipalities have governmental, corporate, and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, in accordance with City Code of Ordinances Section 2-55, on December 21, 2020, the City Council approved Ordinance No. 2020-8157 which instituted a temporary moratorium on the commercial leasing, rental, and use of commercially leased or rented electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City for a period of 12 months from its effective date (*i.e.*, December 21, 2021), or until it is repealed by the City Council as part of its adoption of permanent regulations, whichever is sooner; and

WHEREAS, the progress of obtaining input from local residents, businesses, and City departments to better prepare and take any steps necessary for the adoption and implementation of permanent regulations to address these emerging matters were stalled in part due to the City's six month absence of in-house legal counsel; and

WHEREAS, extending the temporary moratorium is necessary to allow sufficient time for the City Attorney to conduct additional research and draft the appropriate ordinance governing the regulations for the renting or leasing of electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City; and

WHEREAS, the City finds a legitimate public purpose and it is in the best interests of the public health, safety, and welfare to extend the temporary moratorium on the commercial leasing, rental, and use of commercially rented or leased electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City until such time as appropriate City regulations are in place.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA:

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The above recitals and legislative findings are ratified and made a part of this Ordinance.

SECTION 2. That Section 2 of Ordinance No. 2020-8157, is hereby amended as follows¹:

TEMPORARY MORATORIUM. A temporary moratorium is imposed on the commercial leasing, rental, and use of commercially leased or rented electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City. While this temporary moratorium is in effect, the City shall not authorize, allow, accept, process, or approve any application relating to the operation or commercial leasing and renting of these devices and scooters. This moratorium applies to any business that operates out of a hotel, motel, store, vendor stand, or any other local business location in the City, and to any online business operation that makes these devices and scooters locally available for rent or lease in the City. Nothing in this Ordinance shall be construed as a limit on the lawful use of privately owned devices and scooters. Those individuals who use their privately owned devices and scooters are required to follow all Florida Laws and City Ordinances relating to these devices and scooters. This moratorium is imposed pursuant to the City's police and regulatory powers to protect the public health, safety, and welfare of the community at large. The moratorium imposed by this Ordinance shall remain in effect for a period of ~~42~~ 16 months from its effective date (until April 21, 2022) or until it is repealed by the City Council as part of its adoption of permanent regulations, whichever is sooner.

SECTION 3. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict with this Ordinance or parts thereof previously adopted or entered by the City in conflict with this Ordinance are temporarily suspended to the extent inconsistent herewith and until a future ordinance is permanently addresses the subject matter.

SECTION 4. SEVERABILITY. If any section, subsection, clause, or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect and be enforceable in all aspects immediately upon final reading and approval by the City Council for the City of Jacksonville Beach as authenticated herein.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2021.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:



Sandra R. Robinson, City Attorney

¹ ~~Strikethrough~~ text indicates deletions, underline text indicates additions.