



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, March 31, 2025
6:00 PM**

Please join the GoToMeeting
from your computer, tablet or smartphone:

<https://meet.goto.com/855960693>

or dial in using your phone:

+1 (646) 749-3122- Access Code: 855-960-693

(Please mute your phone unless you wish to speak on a specific item)

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order — Council President Kenneth M. Burgess Jr.

Roll Call — City Clerk Ricardo Quiñones

Invocation — Pastor Kevin Heaton, Zephyrhills Church of Christ

Pledge of Allegiance —

CITIZEN COMMENTS

1. MAYOR

- 1.1 Introduction - Dr. Michellea Millis Rucker, High School Principal at Academy at the Farm

2. CONSENT ITEMS

- 2.1 Approval of City Council Meeting Minutes - March 10, 2025
 - 1. M03.10.2025
- 2.2 Approval of Amendment #1 to Memorandum of **Agreement #41-20-01** between the Florida Department of Corrections and the Zephyrhills Police Department.

1. 41-20-01 Amendment #1 --Unexecuted--
2. 41-20-01 Original Agreement
- 2.3 Request Council approval for Amendment #5; Renewal #3 to GenServe piggyback **Agreement 41-23-01** for Generator Maintenance
 1. Piggyback of Agreement L.J. Power_ Inc. and Palm Bay Agreement No. (32632893.1)
 2. Exhibit A(32632087.1)
 3. Exhibit B 26-0-2022 Amendment #5 - Renewal #3(32632082.1)
 4. Exhibit C -- Q-77735 ZEPHYRHILLS UTILITIES(32632089.1)
- 2.4 Taxiway F Bid Award
 1. LetterofAward&Bid-Tab-TW-F-ZPH
- 2.5 Runway 1-19 Bid Award
 1. LetterofAward&Bidtab-RW1-19
- 2.6 MCCi Laserfiche Scanning Project **Agreement 37-25-01**
 1. City_of_Zephyrhills_-_33421_-_ScanningOrder_(FINAL)
- 2.7 Solid Waste Rate Study - Piggyback Manatee County Kessler Consulting **Agreement 37-25-02**
 1. Agreement to Piggyback - Solid Waste Rate Study - Kessler Consulting(32655682.1)
 2. Exhibit 1 - Solid Waste Rate Study(32655681.1)
 3. Manatee - Executed Contract incl Amendments
- 2.8 Award of Bid 2024-009 and agreement execution with HST Utility Inc. for the EPA mandated Lead Service Line Inventory (LSLI) **Agreement 37-25-03**
 1. HST Lead and Copper Surveys Agreement 37-25-03(32655466.1)
 2. Exhibit A - Bid Packet
 3. Exhibit B - HST(32655454.1)
- 2.9 Zephyrhills Public Library 2024-2027 Strategic Plan approval of **Agreement 41-25-07**
 1. Pasco County Public Library Cooperative Annual Plan of Service FY 24-27
 2. Strategic Plan 2025 2page info
- 2.10 Approval of the Piggyback Agreement with Appalachian Materials Services (AMS) for Sludge Hauling Services **Agreement No. 41-25-08**
 1. Agreement to Piggyback - AMS 3-31-25(32633018.1)
 2. FULLY EXECUTED AGREEMENT 250099-B-AS with Exhibits A-B(32632055.1)
- 2.11 Approval of Utility Service **Agreement 45-25-04** for 9024 Fairway Loop Dade City, FL 33525
 1. 45-25-04 Utility Agreement for 9024 Fairway Loop Dade City_ FL 33525(32632071.1)
- 2.12 Approval of Utility Service **Agreement 45-25-05** for 38605 Tucker Road, Zephyrhills Fl 33542
 1. 45-25-05 Utility Agreement for 38605 Tucker Road , Zephyrhills Fl 33542
- 2.13 Approval of Task Assignment to Odyssey to Replace the WWTP Chlorine Tanks and Pumps
 1. WWTP - Replacment of Bleach Tanks & Skid
 2. Piggyback Agreement - Odyssey - Executed(32650448.2)

2.14 Request Council approval of six (6) Task Assignments to RCM Utilities for Lift Station Rehabilitations

1. RCM_LS26_Proposal_V3
2. RCM_LS31_Proposal_V3
3. RCM_LS44_Proposal_V3
4. RCM_LS47_Proposal_V3
5. RCM_LS50_Proposal_V3
6. RCM_LS3_Proposal_V3

3. BUSINESS ITEMS

3.1 Storage Facility Ordinance

First Reading **ORDINANCE NO. 1499-25. " AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 7.09.16 OF THE LAND DEVELOPMENT CODE – MINI-WAREHOUSING AND STORAGE UNITS REQUIREMENTS AND AMENDING TABLE 2.02.01 (ALLOWABLE USES IN ZONING DISTRICTS); PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION INTO THE CODE AND AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1499-25 on the First Reading
1. Ordinance 1499-25 LDC Text Amendment Sec. 7.09.16. Indoor storage_M(32650443.1)
 2. Exhibit A - Use Table(32650421.1)
 3. Exhibit B - Redlines(32650444.1)
 4. Indoor Storage Location Map
 5. Indoor Storage Example (2)
 6. Large Retail Design Std's (2)

4. CITY MANAGER'S REPORT

- 4.1 Select date for storm prep update
- 4.2 Citizen Advisory Task Force appointments
- 4.3 **Alcohol Approval for Special Event Mainstreet Madness**-Hosted by Mainstreet Zephyrhills, April 25th, 2025 from 5pm-9pm. The event will take place in Downtown 5th Ave.
 1. CrystalReportViewer1 - 2025-03-25T143627.575
 2. Mainstreet Madness Map
 3. MSM FLYER FINAL 03.25.25 v3 (1)

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

5. NOTED ITEMS

- 5.1 16-25-03 Utility Easement First Presbyterian Church
 - 1. 16-25-03 Utility Eastment First Presbyterian Church
- 5.2 ZEDC FY24-25 Work Plan Update
 - 1. ZEDC Work Plan Update

ADJOURN

*** PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.**

CONSENT ITEMS 2.1

Approval of City Council Meeting Minutes - March 10, 2025

Issue:

The City of Zephyrhills City Council held a regular meeting on March 10, 2025.

Background:

Minutes from that meeting were prepared and are presented for the Council's review and approval.

Attachment(s):

1. M03.10.2025

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

REGULAR CITY COUNCIL MEETING

A Regular City Council Meeting was held on March 10, 2025 at 6:00 PM in the Council Chambers of City Hall and Via GoToMeeting (646) 749-3122 - Access Code: 855-960-693. Council President Kenneth M. Burgess Jr. called the meeting to order at 6:00 PM.

Roll call was taken. Present were members Lance Smith, Kenneth Burgess, Charles Proctor, Jodi Wilkeson, Steven Spina and Mayor Melonie Monson. City Attorney Matthew Maggard was also present. City Manager William Poe was not present.

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlanc, Public Information Officer Kevin Weiss, Planning Director Todd Vande Berg, Airport Manager Nathan Coleman, IT Director Mike Panak, Building Official Calvin Switzer, GSI/Community Planner Tommy-Lee Hunt and City Clerk Ricardo Quinones. Invocation —

The Invocation was led by Kendall Deford

The Pledge of Allegiance followed.

****City Manager William Poe arrived at 6:02 PM****

CITIZEN COMMENTS

Rod Neal - 6220 Fort King Road, Zephyrhills - spoke from the floor.

Mr. Neal represented Masonic Lodge 198, and shared concerns with the traffic study done at North Avenue and 12th Street and the lack of recommendations. Mr. Neal noted a recent accident at the intersection and the cost of replacing their sign multiple times. Mr. Neal urged Council to consider putting safety recommendations in place.

City Manager Poe noted that the traffic study conducted was preliminary and expects safety recommendations when the final report comes in. Additionally, two years ago, a representative for the Lodge requested a guard rail be installed. The City requested an easement from the Lodge for the guardrail, which was denied and no guardrail was installed.

Discussion followed with City Manager Poe summarizing that the expressed concern had shifted from the intersection to oncoming northbound traffic on 12th Street. Which will need to be reevaluated.

Cliff McDuffie - 6131 17th Street, Zephyrhills - spoke from the floor.

Mayor McDuffie echoed concerns over the danger of the intersection at North Avenue and 12th Street. He thanked the City for having a traffic study done but questioned if it was done during school hours when students are released. Mayor McDuffie said that dealing with this intersection and the constant insurance handling has been a big issue for him. The Lodge is considering putting in a fence comprised of telephone poles but would rather the City step in to resolve this issue.

Nick Walton - 2431 Mirador Lane Apt. 108, Wesley Chapel, FL - spoke from the floor.

Mr. Walton updated Council on the SVB Ambassador program. This program consists of high school students that train for free at the tennis center and volunteer 500 hours collectively in afterschool programs. Mr. Walton recognized David & Ruth Waronker for their 5 years of continued support for this program and generously funding the program for this year.

***Councilwoman Jodi Wilkeson requested an emergency item be added.

Lance Smith motioned to Approve adding the Mayor's Emergency Item. Seconded by Charles Proctor. Motion Passed, 5-0.

*****MAYOR'S EMERGENCY ITEM*****

-Proclamation of Vietnam Veterans Day

Mayor Melonie Bahr Monson presented the Proclamation designating March 29, 2025 as Vietnam Veterans Day in the City of Zephyrhills.

1. CONSENT ITEMS

- 1.1 Approval of City Council Meeting Minutes - February 24, 2025
- 1.2 Approval of replacement vehicle for Admin #149
- 1.3 Request Council approval of WWTF FERRATE TREATMENT PILOT TEST with Jones Edmunds

Charles Proctor motioned to Approve Consent Items as presented. Seconded by Lance Smith. Motion Passed, 5-0.

2. BUSINESS ITEMS

- 2.1 Wareco Pasco I, LLC Rezoning
Second Reading **ORDINANCE NO. 1498-25. " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S ZONING MAP DESIGNATION CHANGING THE ZONING DESIGNATION FROM CITY R-4 (MULTI-FAMILY RESIDENTIAL) TO CITY C-1 (NEIGHBORHOOD COMMERCIAL) FOR APPROXIMATELY 8.52 ACRES OF REAL PROPERTY IDENTIFIED WITH PARCEL ID 26-25-21-0000-00700-0000; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. "**

City Attorney Matthew Maggard read Ordinance No. 1498-25 by title.

Council President opened a public hearing.

Planning Director Todd Vande Berg presented the Rezoning Ordinance, noting acceptable uses for the proposed zone. Discussion followed with Len Johnson, representative for the applicant, stating the applicant will not apply for a Smoke Shop or Drive Thru.

Council President closed the public hearing.

Lance Smith motioned to Approve Ordinance No. 1498-25 on the Second Reading. Seconded by Jodi Wilkeson. Motion Passed, 4-1. Opposed by Steven Spina.

- 2.2 War-eco Pasco 1, LLC Conditional Use
First Reading **RESOLUTION NO. 847-25. " A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS RELATED TO HEIGHT; APPROVING A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE CI (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT ON PARCEL NO. 26-25-21-0000-00700-0000•, PROVIDING CONDITIONS; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE. "**

City Attorney Matthew Maggard read Resolution No. 847-25 by title. Mr. Maggard requested the amended Conditions be presented for review.

Council President opened a public hearing.

Planning Director Todd Vande Berg presented the conditional use resolution. Discussion followed regarding the new conditions and the types of development that Council would like to see.

David Waronker - applicant - spoke virtually.

Mr. Waronker stated that he only intends to build a hotel. He shared with Council examples of the type of product he intends to develop. Mr. Waronker welcomed additional restrictions to narrow the allowable uses.

Council President closed the public hearing.

Lance Smith motioned to Approve Resolution No. 847-25. Seconded by Jodi Wilkeson. Motion Passed, 4-1. Opposed by Steven Spina.

MAYOR ANNOUNCEMENTS - NONE

CITY MANAGER ANNOUNCEMENTS

City Manager William Poe reminded Council of the March 19th workshop to review the Parks Master Plan and CRA Master Plan starting at 5:00 PM.

CITY ATTORNEY ANNOUNCEMENTS - NONE

CITY COUNCIL COMMENTS

-Steven Spina - Requested a pre-budget workshop. April 14, 2025 was selected as an acceptable date.

-Charles Proctor - NONE

-Jodi Wilkeson - NONE

-Lance Smith - Said that he visited Zephyr Creek Shed and it needs to be cleaned out. Lance also requested a May workshop for a disaster preparedness plan. Steven Spina noted that the City should give attention to stormwater drainage in and around the City.

-Kenneth Burgess - Inquired as to the status of the Dais remodel, which City Manager Poe responded was delayed due to the carpenter not responding. Burgess requested a solution to allow images and attachments to be pushed to Councilmember's monitors for better visibility during meetings.

3. NOTED ITEMS

- 3.1 BGE Task Order 100-25 6th Avenue Sidewalk
- 3.2 Tom Fisher Proclamation
- 3.3 Limb Beaver Quotes – signed

ADJOURN 7:13 PM

Submitted by Ricardo Quiñones.

CONSENT ITEMS 2.2

Approval of Amendment #1 to Memorandum of **Agreement #41-20-01** between the Florida Department of Corrections and the Zephyrhills Police Department.

Issue:

Agreement #41-20-01 (#A4746) is scheduled to expire on May 10, 2025. Amendment #1 extends the Agreement for an additional five (5) years, from May 11, 2025, through May 10, 2030, in accordance with Section 287.057(14) of the Florida Statutes.

Background:

Agreement #41-20-01 (#A4746) was originally established to provide support in the event of an actual or anticipated emergency or escape at the Department's Zephyrhills Correctional Institution.

Attachment(s):

1. 41-20-01 Amendment #1 --Unexecuted--
2. 41-20-01 Original Agreement

Fiscal Impact:

None.

Staff Recommendation:

Staff recommends approval by the City Council.

MEMORANDUM OF AGREEMENT

BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

ZEPHYRHILLS POLICE DEPARTMENT

WITNESSETH

WHEREAS, the Florida Department of Corrections (“Department”) and the Zephyrhills Police Department (“Agency”) are the Parties to this Memorandum of Agreement (“Agreement”) #A4746;

WHEREAS, the Parties entered into Agreement #A4746 on May 11, 2020, which expires on May 10, 2025; and

WHEREAS, the Parties desire to amend the terms of the Agreement.

NOW, THEREFORE, the Parties agree to the following changes:

1.0 RENEWAL

In accordance with Section I., B., Agreement Renewal, and Section 287.057(14), Florida Statutes, Agreement #A4746 is hereby renewed for a five (5) year period, beginning May 11, 2025, and ending May 10, 2030. This Agreement renewal shall be under the same terms and conditions indicated in the Agreement.

2.0 CONFLICT

To the extent any of the terms of this Amendment conflict with the terms of the Agreement, the terms of this Amendment shall control. All other terms of the Agreement remain in full force.

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**AGREEMENT #A4746
AMENDMENT #1**

This Amendment shall begin on the date on which it is signed by both Parties. In the event this Amendment is signed by the Parties on different dates, the latest date controls.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**AGENCY:
ZEPHYRHILLS POLICE DEPARTMENT**

SIGNED BY: _____	SIGNED BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____
FEIN: _____	

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED BY: _____	SIGNED BY: _____
NAME: <u>J. Olyn Long</u>	NAME: <u>Kristen Clemons</u>
TITLE: <u>Procurement Director</u>	TITLE: <u>Deputy General Counsel</u>
DATE: _____	DATE: _____

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
ZEPHYRHILLS POLICE DEPARTMENT

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and the Zephyrhills Police Department ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, this Agreement is entered into for the purpose of establishing and maintaining support during an actual or anticipated emergency/escape at the Department's Zephyrhills Correctional Institution ("Institution").

NOW THEREFORE, subject to controlling law, rules, regulations, or to other governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the parties agree as follows:

I. AGREEMENT TERM AND RENEWAL

A. Agreement Term

This Agreement shall begin on May 11, 2020, or the date on which it is signed by both parties, whichever is later, and shall end on May 10, 2025. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

B. Agreement Renewal

The Department has the option to renew this Agreement for up to an additional five (5) year period beyond the initial agreement term, in whole or in part, upon written agreement of both parties, and upon the same terms and conditions contained herein. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Agency's performance of the Agreement. The Department, if it desires to exercise its renewal option, will provide written notice to the Agency no later than 30 calendar days prior to the Agreement expiration date.

II. SCOPE OF AGREEMENT

A. Agency's Responsibilities

In the event the Institution has reason to believe that an emergency/escape is imminent, the Agency agrees to respond, upon notification, 24-hours a day, seven (7) days a week with the following support:

1. Immediate availability of personnel support including but not limited to a crisis negotiator, crime scene investigator, and available armed patrol units, upon request;
2. Support in the event of a riot, disorder, and/or a hostage situation;
3. K-9 Unit and Aviation Unit assistance, upon request, from the Institution;

4. Communications assistance; and
5. Other assistance as deemed necessary and available.

B. Department's Responsibilities

In the event of an escape, the Institution will:

1. Notify the Agency through the 911 Emergency Number, of the escape;
2. Provide an initial description of escapee(s) including name(s), race(s), physical description(s), clothing last seen wearing, noticeable marks and/or scars, and other pertinent information;
3. Dispatch armed patrols to pre-assigned areas and adjust patrols according to the determined route of inmate(s) travel;
4. Provide a copy of escapee(s) photo to the Agency and update the Agency regarding the direction of travel of the escaped inmate(s);
5. Update the Agency regarding the location of the Institution's armed stationary and patrolling units and continue search efforts until recapture is effected or the search is suspended; and
6. Furnish as much requested support as the Institution is legally and administratively capable of providing; in turn, the Agency agrees to the same.

C. Joint Responsibilities

1. Emergency contact for the Agency, including 24-hour contact number, is Derek Brewer Chief of Police (813) 780-0050;
2. Emergency contact of the Institution, including 24-hour contact number, is Warden (813) 782-5521 extension 101;
3. Restrictions on the provision of services or equipment during emergencies include: the Institution and the Agency command staff will cooperatively manage an emergency on Institution property and the Institution and the Agency command staff will directly supervise their own participating staff;
4. Reporting locations for the external staging area is the Institution's Administration Building;
5. Each party shall be responsible for verifying identification of its own staff;
6. Arrangements for key Agency staff to tour the Institution or otherwise familiarize themselves with potential emergency scenarios at the Institution will be made upon prior notification to the Warden, or designee. All staff responding will be appropriately trained; and
7. Agency staff will be invited to participate in applicable simulations, exercises, or other emergency training at the Institution. Agency staff will be supervised by Agency staff in command at all times. At no time material to this Agreement shall Agency staff be considered to be operating under the supervision, direction, or control of the Institution.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either, or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

IV. AGREEMENT MANAGEMENT

A. Department's Agreement Administrator

The Department's Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments, termination of the Agreement, and maintaining records of all formal correspondence between the parties regarding administration of this Agreement.

The title, address, and telephone number of the Department's Agreement Administrator is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

FOR THE DEPARTMENT

Richard Comerford
Assistant Deputy Secretary of Institutions
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-2500
Fax: (850) 413-8184
Email: Richard.Comerford@fdc.myflorida.com

FOR THE ZEPHYRHILLS POLICE DEPARTMENT

Derek Brewer, Chief of Police
6118 8th Street
Zephyrhills, Florida 33542
Telephone: (813) 780-0050 ext. 3301
Fax: (813) 780-0059
Email: DBrewer@Police.zephyrhills.fl.us

V. REVIEW AND MODIFICATION

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

After execution of this Agreement, modifications to the provisions contained herein, with the exception of Section IV., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement. Any changes in the information contained in Section IV., AGREEMENT MANAGEMENT, will be provided to the other party, in writing, and a copy of the written notification shall be maintained in the official Agreement record.

VI. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties, or unilaterally by either party, upon no less than 30 calendar days' notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours' notice by the Department for any failure of the Agency to comply with the terms of this Agreement or any applicable Florida law.

VII. OTHER CONDITIONS

A. Public Records Law

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, Florida Statutes (F.S.), made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

C. Confidentiality

The Agency shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, State, and federal laws, rules, and regulations. The Department and the Agency agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

The Agency agrees to keep all Department personnel information (i.e., Department staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released, in writing, by the Department.

D. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Deputy Secretary of Institutions. The Department's Deputy Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Department's Agreement Manager, and the Department's Agreement Administrator.

E. Notices

All notices required or permitted by this Agreement shall be given, in writing, and by hand-delivery or email to the respective addresses of the parties as set forth in Section IV., AGREEMENT MANAGEMENT, above. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either party may change the names, addresses, or telephone numbers set forth in Section IV., AGREEMENT MANAGEMENT, above by written notice given to the other party as provided above.

F. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Agreement Manager.

G. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

H. Employee Status

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Department and the Agency are independent contractors under this Agreement and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The parties shall each retain sole and absolute discretion in the judgment of the manner and means of carrying out their activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of each individual party. Services provided by each party pursuant to this Agreement shall be subject to the supervision of such party. In providing such services, neither party nor its agents shall act as officers, employees, or agents of the other party. The parties agree that they are separate and independent enterprises, and that each has the ability to pursue other opportunities.

This Agreement shall not be construed as creating any joint employment relationship between the parties and neither party will be liable for any obligation incurred by the other party, including, but not limited to, unpaid minimum wages and/or overtime premiums.

I. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

J. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Agreements.

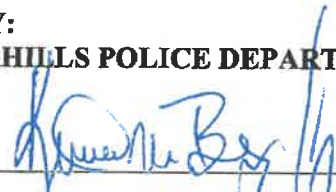
K. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Florida law, the Agency agrees to disclose any requested information, relevant to the performance of this Agreement, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Agency is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

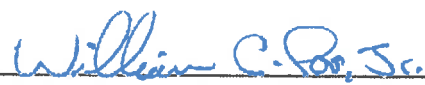
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IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

AGENCY:
ZEPHYRHILLS POLICE DEPARTMENT

SIGNED
BY: 
NAME: Kenneth M. Burgess, Jr.
TITLE: Council President
DATE: January 27, 2020

SIGNED
BY: 
NAME: Derek Brewer
TITLE: Police Chief
DATE: January 27, 2020

SIGNED
BY: 
NAME: William C. Poe, Jr.
TITLE: City Manager
DATE: January 27, 2020

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution

SIGNED
BY: 
NAME: Kasey A. Bickley
TITLE: Chief, Bureau of Procurement
DATE: 11/31/20

SIGNED
BY: 
NAME: Kenneth S. Stealy
TITLE: General Counsel
DATE: 11/30/2020

CONSENT ITEMS 2.3

Request Council approval for Amendment #5; Renewal #3 to GenServe piggyback **Agreement 41-23-01** for Generator Maintenance

Issue:

Request Council approval to GenServe for Amendment #3 for Generator Maintenance to continue with the piggyback agreement

Background:

This amendment will continue with the current company to take care of the maintenance of the Water Divisions Generators.

Attachment(s):

1. Piggyback of Agreement L.J. Power_ Inc. and Palm Bay Agreement No. (32632893.1)
2. Exhibit A(32632087.1)
3. Exhibit B 26-0-2022 Amendment #5 - Renewal #3(32632082.1)
4. Exhibit C -- Q-77735 ZEPHYRHILLS UTILITIES(32632089.1)

Fiscal Impact:

The annual cost is approximately \$10,000 annually.

Staff Recommendation:

Staff recommends to the City Council to approve this item as presented.

**AGREEMENT TO PIGGYBACK A CONTRACT
FOR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY**

WHEREAS, L.J. Power, Inc. a Texas corporation, 11950 NW 39th St. B, Coral Springs, FL 33065, (Contractor) entered into an agreement dated April 22, 2022 with an effective date May 1, 2022, with the City of Palm Bay Florida, a political subdivision of the State of Florida, for Emergency Generators – Preventative Maintenance and Repairs (“Agreement”), procured pursuant to F. S. §287.057, Bid Number B210496ACN.

WHEREAS, the City of Zephyrhills, 5335 8th St. Zephyrhills, FL 33542, a Florida municipal corporation (“City”) has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to “piggyback” onto a contract procured pursuant to F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to “piggyback” onto the referenced Agreement between the Contractor and the City of Palm Bay Florida for utilization of the same or similar services.

NOW THEREFORE, having found it to be in the public interest,

1. L.J. Power, Inc. a Texas corporation 11950 NW 39th St. B, Coral Springs, FL 33065, a Florida Corporation (“Contractor”) entered into an agreement effective May 1, 2022, with the City of Palm Bay Florida, a political subdivision of the State of Florida (“Palm Bay”), title Contract #26-0-2022 Emergency Generators – Preventative Maintenance and Repairs (“Agreement”), procured pursuant to F.S. §287.057. Said Agreement is attached hereto as Exhibit “A” and made apart hereof by reference.
2. Contractor and Palm Bay entered into Amendment #5; Renewal #3 to Contract #26-0-2022 Emergency Generators – Preventative Maintenance and Repairs extending the Original Agreement through April 30, 2026 (“Amendment”). Said Amendment is attached hereto as Exhibit “B” and made apart hereof by reference.
3. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and Amendment to perform the services set forth therein for the City in accordance with the terms of said Agreements until the work is completed.
4. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement and Amendment until the work is completed. Generator specific pricing is attached hereto as Exhibit “C” and made apart hereof by reference.
5. The City and Contractor agree to follow the current Agreement and Amendment which consists of the second of four, yearlong extensions. This Piggyback Agreement will expire with the Amendment on April 30, 2026.

6. At the discretion of the City Manager or their designee, should Palm Bay utilize the future annual renewals, the City, at its option, shall be able to continue upon this piggyback agreement.
7. **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 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**

L.J. POWER, INC.

CITY OF ZEPHYRHILLS

Name: _____
Title: _____
Date: _____

Kenneth M. Burgess, Jr. Date
City Council President

WITNESS

ATTEST

Name: _____
Date: _____

Ricardo Quinones Date
City Clerk

EXHIBIT A

SERVICE AGREEMENT FOR IFB #26-0-2022/SZ, EMERGENCY GENERATORS - PREVENTATIVE MAINTENANCE AND REPAIRS

THIS AGREEMENT, made this 22 day of April 2022, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and L.J. Power, Inc (FEIN 47-1048260), 345 West Drive, Unit #5, Melbourne, FL 32904, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

1. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- 1.1. Specifications and Contract Documents prepared by the City of Palm Bay, "IFB #26-0-2022/SZ, EMERGENCY GENERATORS - PREVENTATIVE MAINTENANCE AND REPAIRS" (Exhibit A).
- 1.2. Bid for the City of Palm Bay prepared by Contractor dated April 4, 2022 (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated April 22, 2022 and any attachments.
- C. Exhibit A
- D. Exhibit B

2. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Invitation for Bid and amendments, if any, the Invitation for Bid and any amendments thereto being attached hereto as Exhibit "A" (CITY's Invitation for Bid documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

3. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on May 1, 2022, and ending on April 30, 2023. This Agreement may, by mutual written assent of the parties,

be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its bid to the City at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

5. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

6. GENERAL CONDITIONS

6.1. Patents

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section 6.2.

6.2. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to

its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement.
2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
4. Any patent or copyright infringement by Contractor;
5. Any lien or other claim by contractor inconsistent with this Agreement;
6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

6.3. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

6.4. Termination

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

Contractor understands and agrees that the City may immediately terminate this contract upon written notice if the Contractor is found to have submitted a false certification or any of the following occur with respect to the Contractor or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria

6.5. Notice of Deficiency

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

6.6. Default

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- Contractor has not performed services on timely basis;
- Contractor has refused or failed to supply enough properly-skilled personnel;
- Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- Contractor has failed to fulfill representations made in this Agreement;
- Contractor has refused or failed to provide the Services as defined in this Agreement; or
- Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

1. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
2. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
3. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
4. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
5. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur, the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

6.7. WARRANTY

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

6.8. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section 20 - LIMITATION OF LIABILITY shall apply.

6.9. LIQUIDATED DAMAGES

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

6.10. Insurance Requirements:

The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- 6.10.1. Commercial General Liability:** The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained

by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

6.10.2. Automobile Liability:

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

6.10.3. Umbrella / Excess Liability:

Contractor shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. **This coverage is optional if the Contractor has \$2,000,000 General Aggregate under the Commercial General Liability Policy**

6.10.4. Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.

Insurance Certificates:

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

7. ACCEPTANCE

The City will be deemed to have accepted the Work after the Chief Procurement Officer is

notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

8. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

9. RIGHT TO AUDIT RECORDS

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

10. PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- B. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfers to the City, at no cost, 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. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

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 Palm Bay Procurement Department, 120 Malabar Road SE, Suite 200 Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

11. TIME IS OF THE ESSENCE

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

12. INFORMATION

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

13. EXTRA WORK

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first be given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Procurement department before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

14. FAMILIARITY WITH THE WORK

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

15. TITLE AND RISK OF LOSS

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

16. INDEPENDENT CONTRACTOR, ASSIGNMENT AND SUBCONTRACTS

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

17. INSPECTION AND NON-WAIVER

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

18. NOTICES

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor: Larry Davis
 L.J. Power, Inc
 345 West Drive, Unit #5
 Melbourne, FL 32904

To the City: Chief Procurement Officer
 City of Palm Bay
 120 Malabar Rd SE
 Palm Bay, FL 32907

Copy to: City Manager
 City of Palm Bay
 120 Malabar Rd SE
 Palm Bay, FL 32907

19. NO LIENS

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order. Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

20. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

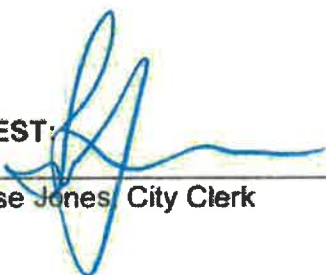
21. MISCELLANEOUS PROVISIONS

- 21.1.** The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- 21.2.** By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.
- 21.3.** The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.
- 21.4.** No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.
- 21.5.** The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
- 21.6.** Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

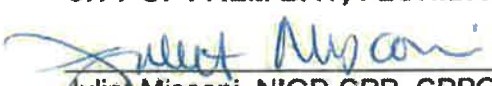
- 21.7. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- 21.8. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- 21.9. This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- 21.10. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- 21.11. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

ATTEST:

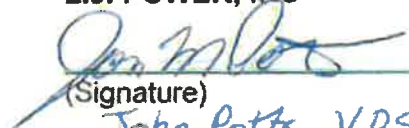

Terese Jones, City Clerk

CITY OF PALM BAY, FLORIDA


Julie Misconi, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

4/22/2022
Date

L.J. POWER, INC


(Signature)

John Potts, VP Sales
Name and Title

L.J. Power, Inc.
Company

4/20/22
Date

Attachment A
Listing of Emergency Generators

Facilities and Building Department Locations

TABLE 1 Line items listed below have 1 minor and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MFG	MODEL #	SERIAL #	TYPE
1	Police	400 KW	CATERPILLER	SR 4	6DA02263	DIESEL
	Police Department – 130 Malabar Rd SE ENG. & TRANSFER SWITCHES (4), DAY TANK					
2	Police East	75 KW	TRADEWINDS POWER CORP	TP 80	25284	DIESEL
	Police – East District – 1575 Main Street NE ENG. & TRANSFER SWITCH					
3	EOC	100 KW	OLYMPIAN	D100P1	0LY00000VNP00784	DIESEL
	Fire Headquarters / Emergency Operation Center – 899 Carlyle Ave SE ENG. & TRANSFER SWITCH					
4	Fire Station #1	150 KW	MTU Onsite Energy	431 PSL 6224-1	MX 174405	DIESEL
	Fire Station #1 – 1201 Port Malabar Blvd NE ENG. & TRANSFER SWITCH					
5	Fire Station #2	80 KW	CATERPILLAR	D80-8	CAT00C44TCN600729	DIESEL
	Fire Station #2 – 150 Malabar Rd SE ENG. & TRANSFER SWITCH					
6	Fire Station #3	60 KW	CATERPILLAR	D60-4LC	CAT00C44VCN400568	DIESEL
	Fire Station #3 – 790 Jupiter Blvd NE ENG. & TRANSFER, DAY TANK					
7	Fire Station #4	40 KW	CATERPILLAR	D40-2LC	CAT00C44TMZT00229	DIESEL
	Fire Station #4 – 1200 San Filippo Dr SE ENG. & TRANSFER SWITCH					
8	Fire Station #5	40 KW	CATERPILLAR	D100-85	CAT00C44CN601032	Diesel
	Fire Station #5 – 1525 Foundation Park Blvd SE ENG. & TRANSFER SWITCH					
9	Fleet Services #1 (Public Works)	40 KW	DAYTON	4LM43	3086249	LP GAS
	Fleet Services – 1050 Malabar Rd SW ENG. & TRANSFER SWITCH					
10	Fleet Services #2 (Public Works-Traffic Ops)	10-40 KW	GENERAC	00521-41	4398978	LP GAS
	Fleet Services Traffic Ops– 1750 Main Street NE ENG. & TRANSFER SWITCH					
11	City Hall	500 KW	TRITON	HP-510	6113590	DIESEL
	City Hall – 120 Malabar Rd SE ENG. & TRANSFER SWITCH					
12	Parks & Facilities #1	125 KW	INGERSOL-RAND	G125	4FVGPCB27U89586	DIESEL
	Parks & Facilities – 1150 DeGroodt Rd SW Tow-behind					
13	Parks & Facilities	125 KW	INGERSOL-RAND	G125	4FVGPCB48U390367	DIESEL
	Parks & Facilities – 1150 DeGroodt Rd SW Tow-behind					
14	Ted Whitlock CC	200 kw	ENERMAX	FP225TSX	19 589693	DIESEL
	Parks & Recreation – 1951 Malabar Rd NW ENG. & TRANSFER SWITCH					

Table 2 Line item listed below has 1 minor and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MFG	MODEL #	SERIAL #	TYPE
15	Building	200 KW	ENERMAX	FP225TSX	19 58693	DIESEL
	Building – 190 Malabar Rd SW #105 Portable #4163					

Attachment A
Listing of Emergency Generators

Utilities Department Locations – Page 1 of 3

TABLE 3 Line items listed below have 3 minors and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MANF.	MODEL	SERIAL	TYPE
16	SRWTP – 250 Osmosis Dr SE Bldg B	1250 KW	CUMMINS	KTA50	B050745847	DIESEL
	SOUTH REGION WATER TREATMENT PLANT W/ 4000 GALLON FUEL CAPACITY					
17	WWTP – 1105 Clearmont St NE - Bldg F	750 KW	CATERPILLAR	SR4B	DWB02501	DIESEL
	WASTEWATER TREATMENT PLANT ENG. & TRANSFER SWITCH W / GALLON FUEL CAPACITY					
18	WTP – 1105 Clearmont St NE Bldg H	300 KW	CATERPILLER	SR 4	9FF0805	DIESEL
	WATER PLANT ENG. & TRANSFER SWITCH & DAY TANK W/ 2000 GALLON FUEL CAPACITY					
19	WRF – 1080 Clearmont St NE	350 KW	CATERPILLER	LC6	G6B00684	DIESEL
	WATER RECLAMATION FACILITY ENG. & TRANSFER SWITCH & DAY TANK W/ 4000 GALLON FUEL CAPACITY					
20	REPUMP – 645 Nash St NE	350 KW	CATERPILLER	SR 4	2WD01184	DIESEL
	RE-PUMP STATION ENG. & TRANSFER SWITCH & DAY TANK W/2000 GALLON FUEL CAPACITY					

TABLE 4 Line items listed below have 1 minor and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MANF.	MODEL	SERIAL	TYPE
21	SRADM 1 – 250 Osmosis Dr SE - Bldg A	125 KW	CUMMINS	DGDK	A0507395069	DIESEL
	SOUTH REGION WATER TREATMENT PLANT W/ 300 GALLON FUEL CAPACITY					
22	SRWTP – 250 Osmosis Dr SE Bldg B	100 KW	CUMMINS	DGDB	4646216X	DIESEL
	SOUTH REGION WATER TREATMENT PLANT W/ 300 GALLON FUEL CAPACITY					
23	FIELD OPS – 1105 Clearmont St NE - Bldg A	40 KW	BALDOR	IDLC40-JD	M05H083542-03	DIESEL
	ADMINISTRATION BLDG ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
24	6309 – 1105 Clearmont St NE Bldg K	100 KW	KATO LIGHT	D105FRJ4	648 211 89839-0503	DIESEL
	HEAVY EQUIPMENT WAREHOUSE - PORTABLE UNIT					
25	6368 – 1105 Clearmont St NE -Bldg K	60 KW	DMT	60C-2	95-7860-2	DIESEL
	HEAVY EQUIPMENT WAREHOUSE - PORTABLE UNIT					
26	6369 – 1105 Clearmont St NE -Bldg K	60 KW	DMT	60C-2	95-7860-3	DIESEL
	HEAVY EQUIPMENT WAREHOUSE - PORTABLE UNIT					
27	6370 – 1105 Clearmont St NE - Bldg K	60 KW	DMT	60C-2	95-7860-1	DIESEL
	HEAVY EQUIPMENT WAREHOUSE - PORTABLE UNIT					
28	6961 – 1105 Clearmont St NE	60 KW	Lynx	60SD	1085D1942	DIESEL
	PORTABLE UNIT					

Attachment A
Listing of Emergency Generators

Utilities Department Locations – Page 2 of 3

TABLE 4 contd Line items listed below have 1 minor and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MANF.	MODEL	SERIAL	TYPE
29	Well ASR & 15	100 KW	TAYLOR POWER SYSTEM	DS100	18020	DIESEL
	ASR & WELL 15 ENG. & TRANSFER SWITCHES (2) W/ 300 GALLON FUEL CAPACITY					
30	WELL F1 & 16	75 KW	TAYLOR POWER SYSTEM	DS75	18019	DIESEL
	WELLS F1 & 16 ENG. & TRANSFER SWITCHES (2) W/ 300 GALLON FUEL CAPACITY					
31	WELL 10	50 KW	BALDOR	IDLC 50-JD	PE4045T407720	DIESEL
	WELL 10 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
32	WELL 11	40 KW	BALDOR	IDLC 40-JD	P06090700001	DIESEL
	WELL 11 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
33	WELL 13	40 KW	BALDOR	IDLC 40-JD	PE4045D368453	DIESEL
	WELL 13 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
34	WELL 18	75 KW	TAYLOR POWER SYSTEM	DS75	18361	DIESEL
	WELL 18 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
35	WELL 30	50KW	BALDOR	IDLC 50-JD	P0607130002	DIESEL
	WELL 30 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
36	WELL 50	75 KW	TAYLOR POWER SYSTEM	DS75	18362	DIESEL
	WELL 50 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
37	WELL 55	75 KW	TAYLOR POWER SYSTEM	DS75	18363	DIESEL
	WELL 55 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
38	WELL 56	40 KW	BALDOR	IDLC 40-JD	PE4045D375635	DIESEL
	WELL 56 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
39	LS-09	100	BALDOR	IDLC100-JD2	P0611140003	DIESEL
	LIFT STATION 09 – ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
40	LS 13	125 KW	BALDOR	IDLC 125-JD	P0611140003	DIESEL
	LIFT STATION 13 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
41	LS 20	60 KW	TRADEWIND	TP60	23423	DIESEL
	LIFT STATION 20 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
42	LS-27	40 KW	TRADEWIND	TI40	24108	DIESEL
	LIFT STATION 27 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
43	LS-41	125 KW	BALDOR	IDLC 125-JD	P0611140002	DIESEL
	LIFT STATION 41 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					

Attachment A
Listing of Emergency Generators

Utilities Department Locations – Page 3 of 3
Line items listed below have 1 minor and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MANF.	MODEL	SERIAL	TYPE
44	LS-42	100 KW	BALDOR	IDLC 100-JD	PE6068T384268	DIESEL
	LIFT STATION 42 ENG. & TRANSFER SWITCH W/ 720 GALLON FUEL CAPACITY					
45	LS-45	125 KW	BALDOR	IDLC 125-3JU	P1207160002	DIESEL
	LIFT STATION 45 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
46	LS-47	40 KW	BALDOR	IDLC 40-JD	X05F230191	DIESEL
	LIFT STATION 47 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
47	LS 48	40 KW	BALDOR	APD-ULI40	L327885	DIESEL
	LIFT STATION 48 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
48	LS-50	40 KW	TRADEWIND	TI40	24093	DIESEL
	LIFT STATION 50 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
49	LS 67	125 KW	BALDOR	IDLC 125-JD	PE606T438283	DIESEL
	LIFT STATION 67 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
50	LS 70	80 KW	TRADEWIND	TP80	23421	DIESEL
	LIFT STATION 70 ENG & TRANSFER SWITCH W/ 410 GALLON FUEL CAPACITY					
51	LS 93	125 KW	BALDOR	IDLC 125	P0611140001	DIESEL
	LIFT STATION 93 ENG. & TRANSFER SWITCH W/ 500 GALLON FUEL CAPACITY					

Attachment B MAJOR MAINTENANCE AND INSPECTIONS

LUBRICATING SYSTEM	GENERATOR:
Change engine oil (annually or 250 hrs.)	Clean rings & commutator
Change governor oil (where applicable)	Lubricate over speed switch
Change oil filter	Check diode heat sinks
Change oil in crankcase breather (where applicable)	Inspect rear bearing
	ENGINE RUNNING:
FUEL DELIVERY SYSTEM:	Test Low Oil Pressure safety – record seconds to shutdown
Lubricate day tank float switch & lubricate manual pump (where applicable)	Test High Engine Temp. safety – record seconds to shutdown
Replace fuel filters	Test Over speed safety – record seconds to shutdown
Lubricate carburetor and linkage (where applicable)	Check over crank time – record seconds to shutdown
Lubricate governor linkage	Check cycle crank time – record seconds of cranking – seconds to rest
Service/Replace air filters (where applicable)	Check pre-alarms (where applicable)
	EXHAUST SYSTEM:
IGNITION SYSTEM	Drain condensation, where possible
Replace plugs (where applicable)	Check and lubricate heat riser plate
Replace points (where applicable)	
Replace condenser (where applicable)	COOLING SYSTEM:
Replace rotor (where applicable)	Replace water filters (where applicable)
Inspect cap, replace as necessary (where applicable)	
Lube point cam (where applicable)	
Lube advance wick (where applicable)	BATTERY SPACE:
Lube upper and lower bearings	Check specific gravity and load test
Inspect and lube mechanical advance (where applicable)	Replace 9 volt battery on ATS exerciser
Set timing	
Inspect wiring	
TRANSFER SWITCH	ACCESSORIES
Inspect and clean all mechanical contacts in transfer switch, noting any excessive arcing of any kind. This will pertain to generators using transfer switches.	Lubricate all hinges, door locks, and snap covers, etc.
Clean and lube mechanical timer	
Lube lock and door hinges	

Attachment C
MINOR MAINTENANCE AND INSPECTIONS
Page 2 of 2

ELECTRICAL SYSTEM	TRANSFER SWITCH
Check battery fluid. Correct if necessary	Check all wiring
Check battery specific gravity. Correct if necessary	Inspect to assure all supply and load lines are tight
Check battery trickle charger. Record rate	Check for proper mechanical operation of the transfer mechanism
Check battery voltage drop/starting	Note setting on timers and assure they are proper for the operation
Check battery connections. Clean and tighten if necessary	Verify phase relays drop out and pick up, traditionally drop out at 70%, and pick up at 90% of rated voltage. Adjust if necessary
Check starting ability: _____ Amps	Attach calibration tag with date
Check for loose load line connections, and emergency supply line connections	Inspect contacts for arcing
GENERATOR SETS	IGNITION SYSTEM:
Check slip rings	Inspect all wires
Check commutator	Check ammeter for discharging while cranking
Check brushes to insure they are free	Check ammeter for full charge at start-up
Check and record each phase volts, amps, and frequency.	
Check generator windings and armature for cleanliness	ENGINE SAFETY CONTROLS
Check automatic start-up	Check operations of all safety controls and emergency stops
Check generator grounding	
Adjust voltage regulator	ENGINE TEST- NO LOAD
Inspect generator wiring for fraying	Start engine and check operation. Adjust RPM if necessary
Check exciter belts for fraying or cracking	Observe oil pressure and record
Check generator mounting bolts for tightness. Re-torque as required	
Lubricate generator bearings, drive & joints	ENGINE TEST- WITH LOAD
Inspect for potential hazards resulting from vibration and/or pressure	Test run the generator with connected load energized for at least one (1) hour
Check for alternator vibration	Observe and record volts, amps, cycles, engine water temperature, engine lube oil pressure and battery charge rate
Inspect and torque (if necessary) all main supply, emergency supply, and load line connections	Shut down engine and return to normal automatic condition
Verify phase relay drop out and pickup points, adjust, if necessary	

Attachment C
MINOR MAINTENANCE AND INSPECTIONS
Page 1 of 2

LUBRICATING SYSTEM:	COOLING SYSTEM:
Check oil levels & add oil as necessary	Check for leaks
Inspect for oil leaks. Check and re-torque to manufacturer's specifications	Check coolant level. Add if necessary
Check condition of lube oil hoses & connections	Test coolant PH and add long-life anti-freeze, as necessary
Check governor oil level & add oil as necessary (where applicable)	Check all belts for cracks or wear. Replace as necessary
Check oil base heater and adjust if necessary	Check all belts for proper tension. Adjust as necessary
Inspect engine breather. Clean & remove any oil residue, dust, dirt, or other restrictions	Check condition of water hose & clamps
Check inspection pump oil level & add oil if necessary (where applicable)	Check of leakage. Repairs leaks
Start engine, check oil pressure	Check water filter, and replace water filter elements annually or as needed,
Check engine oil stick for water or residue	Pressure test radiator and cap
Check turbo charger for oil leaks (where applicable)	Check water pumps for leaks and bearing noise
Check front and rear crank shaft seals for oil leaks	Check fan & radiator for physical damage, obstruction & leaks
Check equipment hour meter for hours of operation and to check see if it exceeds 250 hours limit for oil change	Verify the temperature gauge is reading the correct temperature using infrared device.
	Check operation of coolant heater & block heater and switch
FUEL DELIVERY SYSTEM:	Drain and replace anti-freeze, when required
Inspect fuel lines, hoses, connections, clamps, injectors/carburetors, injection pumps, and priming pumps, etc. for leaks. Correct as needed.	
Check operation of day tank (where applicable)	AIR SYSTEM
Drain water from fuel traps (where applicable)	Check air cleaner (dry type)
Drain water from day strainer (where applicable)	Check and service oil bath air cleaner as needed (where applicable)
Clean sediment bowl (where applicable)	Check air hose and connections (where applicable)
Check fuel for water	
Inspect fuel filter. Change filter as necessary	
Check fuel pressure with manufacturer's specification	EXHAUST SYSTEM
Check fuel tank level indicator operation	Inspect entire exhaust system
Check fuel transfer pump operation	Check rain cap for leaks & operation
Check fuel tank operation anti-siphon valve for proper operation	Inspect the manifold connection for leaks. Re-torque as necessary

Attachment D
***REVISED* Price Sheet**

PAGE 1 OF 3

Table 1: Facilities Locations (See Attachment A for details): These locations have 1 minor and 1 major annually. Load bank testing will be scheduled as needed by City staff.

		Column A	Column B	Column C
Line #	Unit Name	Minor PMI	Major PMI	Load Bank
1	Police	\$170.00	\$490.00	\$625.00
2	Police East	\$127.50	\$297.50	\$465.00
3	EOC	\$127.50	\$392.50	\$487.50
4	Fire Station #1	\$127.50	\$377.50	\$500.00
5	Fire Station #2	\$127.50	\$355.00	\$465.00
6	Fire Station #3	\$127.50	\$340.00	\$455.00
7	Fire Station #4	\$127.50	\$315.00	\$445.00
8	Fire Station #5	\$127.50	\$340.00	\$445.00
9	Fleet Building F	\$127.50	\$200.00	\$445.00
10	Fleet Traffic Ops	\$127.50	\$145.00	\$437.50
11	City Hall	\$170.00	\$495.00	\$667.50
12	Parks & Facilities #1	\$132.25	\$370.00	\$475.00
13	Parks & Facilities #2	\$132.25	\$370.00	\$475.00
14	Recreation - Ted Whitlock	\$170.00	\$615.00	\$600.00
Facilities Subtotal Minors Lines 1-14		\$2,049.50		
Facilities Subtotal Majors Lines 1-14			\$5,437.50	

Facilities Grand Total (Minors & Majors) Lines 1-14 (A + B)	\$7,487.00
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Table 2: Building Dept. Location (See Attachment A for details): This location will have 1 minor and 1 major annually. Load bank testing will be scheduled as needed by City staff.

		Column A	Column B	Column C
Line #	Unit Name	Minor PMI	Major PMI	Load Bank
15	Building Dept.	\$127.50	\$335.00	\$525.00
Building Dept. Subtotal Minors Line 15		\$127.50		
Building Dept. Subtotal Majors Line 15			\$335.00	

Building Dept. Grand Total (Minors & Majors)	\$462.50
---	-----------------

Company Name

REVISED* Price Sheet*PAGE 2 OF 3**

Table 3: Utilities Locations (See Attachment A for details): These locations have 3 minors and 1 major annually. Load bank testing will be scheduled as needed by City staff.

		Column A	Column B	Column C	Column D	Column E
Line #	Unit Name	Minor Qty	Minor PMI (each)	Minor PMI Total (A x B)	Major PMI	Load Bank
16	SRWTP – 2, Bldg B	3	\$170.00	\$510.00	\$1,282.50	\$1,135.00
17	WWTP – Bldg G	3	\$170.00	\$510.00	\$687.50	\$800.00
18	WTP – Bldg H	3	\$170.00	\$510.00	\$645.00	\$575.00
19	WRF	3	\$170.00	\$510.00	\$530.00	\$600.00
20	Repump - 645 Nash	3	\$170.00	\$510.00	\$460.00	\$600.00
Utilities Subtotal Minors Each Lines 16-20			\$850.00			
Utilities Subtotal Minors x 3 Lines 16-20				\$2,550.00		
Utilities Subtotal Majors Lines 16-20					\$3,605.00	

**Utilities (3 Minors a year) Grand Total (Minors & Majors) Lines
16-20 (C + D)**

\$7,005.00

Table 4: Utilities Locations (See Attachment A for details): These locations have 1 minor and 1 major annually. Load bank testing will be scheduled as needed by City staff.

		Column A	Column B	Column C
Line #	Unit Name	Minor PMI (each)	Major PMI	Load Bank
21	SRADM – Bldg A	\$127.50	\$327.50	\$487.00
22	SRWTP 3 – Bldg B	\$127.50	\$327.50	\$475.00
23	Fields Ops – Bldg A	\$127.50	\$287.50	\$445.00
24	6309 – Bldg K	\$127.50	\$260.00	\$447.50
25	6368 – Bldg K	\$127.50	\$255.00	\$455.00
26	6369 – Bldg K	\$127.50	\$255.00	\$455.00
27	6370 – Bldg K	\$127.50	\$255.00	\$455.00
28	6961 – Bldg K	\$127.50	\$245.00	\$455.00
29	Well ASR & 15	\$127.50	\$350.00	\$475.00
30	Well F1 & 16	\$127.50	\$290.00	\$462.50
31	Well 10	\$127.50	\$287.50	\$450.00
32	Well 11	\$127.50	\$287.50	\$445.00
33	Well 13	\$127.50	\$287.50	\$445.00
34	Well 18	\$127.50	\$287.50	\$450.00
35	Well 30	\$127.50	\$290.00	\$462.50

Company Name

PAGE 3 OF 3

Table 4 Continued: Utilities Locations (See Attachment A for details): These locations have 1 minor and 1 major annually. Load bank testing will be scheduled as needed by City staff.

***REVISED* Price Sheet**

		Column A	Column B	Column C
Line #	Unit Name	Minor PMI (each)	Major PMI	Load Bank
36	Well 50	\$127.50	\$290.00	\$462.50
37	Well 55	\$127.50	\$287.50	\$445.00
38	Well 56	\$127.50	\$287.50	\$445.00
39	LS 09	\$127.50	\$310.00	\$475.00
40	LS 13	\$127.50	\$297.50	\$455.00
41	LS 20	\$127.50	\$272.50	\$445.00
42	LS 27	\$127.50	\$310.00	\$475.00
43	LS 41	\$127.50	\$310.00	\$475.00
44	LS 42	\$127.50	\$327.50	\$487.50
45	LS 45	\$127.50	\$287.50	\$445.00
46	LS 47	\$127.50	\$287.50	\$445.00
47	LS 48	\$127.50	\$272.50	\$445.00
48	LS 50	\$127.50	\$310.00	\$487.50
49	LS 67	\$127.50	\$297.50	\$465.00
50	LS 70	\$127.50	\$310.00	\$475.00
51	LS 93	\$170.00	\$472.50	\$557.50
52	6974 - 1105 Clearmont - Bldg K	\$127.50	\$255.00	\$455.00
Utilities (1 Minor a year) Subtotal Minors Lines 21-52		\$4,122.50		
Utilities Subtotal Majors Lines 21-52			\$9,005.00	

Utilities (1 Minor a year) Grand Total (Minors & Majors)

Lines 21-52

\$13,127.50

City-Wide Grand Total (ALL Minors & Majors)

\$28,082.00

Authorized Signature

Company Name

Printed Name & Title

Date

EXHIBIT

B

**CITY OF PALM BAY
AMENDMENT #5
TO CONTRACT # 26-0-2022
EMERGENCY GENERATORS –
PREVENTATIVE MAINTENANCE & REPAIRS**

This amendment to contract is made and entered into this 6th day of January, 2025, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and Genserve, LLC., hereinafter referred to as the "Contractor".

WHEREAS the City and the Contractor entered into a Contract dated May 1, 2022, and

WHEREAS the City and Contractor desire to **renew** the term of said Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. The **renewed** term of the Agreement shall be May 1, 2025, through April 30, 2026. This shall be the 3rd of four (4) possible 1-year renewals.
- II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

George Barber

Digitally signed by George Barber
Date: 2025.01.07 13:32:19 -05'00'

George Barber MPA, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

GENSERVE, LLC.

By: William Childers - Service Sales Account Manager

Name/Title

William R Childers Jr

Signature

1/6/2025

Date

**EXHIBIT****C****Remit Payment Address**
Genserve LLC
P.O. Box 23974
New York, NY 10087-3974**Branch Office**
3882 Northwest 124th Avenue
Coral Springs, FL 33065
US
(954) 440-3176

Power Maintenance Agreement

Customer InformationCity of Zephyrhills- Wells #12
39923 Richland Road
Zephyrhills, Florida 33540**Prepared By**Sharon Archer
+1 8563240459
sarcher@genserveinc.com**Q-77735**Quote Expires On: 3/31/2025
Contract Start: 3/1/2025
Contract End:
Contract Term (Months): 12**Contact Information**

8 UNITS ON THIS MASTER QUOTE FOR UTILITIES

CITY YARD (PORTABLE) 39421
SOUTH AVE

Make	Model	Serial Number	kW	Times per Year	Service Type	Unit Price	Extended Price
TRADEWINDS		MX2022251213	280	1.00	A Service (Major)	\$490.00	\$490.00
TRADEWINDS		MX2022251213	280	1.00	Load Bank - 2 Hour	\$575.00	\$575.00
TRADEWINDS		MX2022251213	280	1.00	Fuel Sample	\$250.00	\$250.00

TANK SITE 7291 DAIRY RD

Make	Model	Serial Number	kW	Times per Year	Service Type	Unit Price	Extended Price
CAT		5LF01162	100	1.00	A Service (Major)	\$310.00	\$310.00
CAT		5LF01162	100	1.00	Load Bank - 2 Hour	\$475.00	\$475.00
CAT		5LF01162	100	1.00	Fuel Sample	\$250.00	\$250.00

WELL #10 8515 23RD ST

Make	Model	Serial Number	kW	Times per Year	Service Type	Unit Price	Extended Price
KOHLER		MX1966420713	105	1.00	A Service (Major)	\$350.00	\$350.00
KOHLER		MX1966420713	105	1.00	Load Bank - 2 Hour	\$475.00	\$475.00
KOHLER		MX1966420713	105	1.00	Fuel Sample	\$250.00	\$250.00

WELL #11 39311 RICHLAND RD

Make	Model	Serial Number	kW	Times per Year	Service Type	Unit Price	Extended Price
GENERAC		2065093	180	1.00	A Service (Major)	\$435.00	\$435.00

Make	Model	Serial Number	kW	Times per Year	Service Type	Unit Price	Extended Price
GENERAC		2065093	180	1.00	Load Bank - 2 Hour	\$535.00	\$535.00
GENERAC		2065093	180	1.00	Fuel Sample	\$250.00	\$250.00

WELL #12 39923 RICHLAND RD

Make	Model	Serial Number	kW	Times per Year	Service Type	Unit Price	Extended Price
CUMMINS		A220027077	150	1.00	A Service (Major)	\$377.50	\$377.50
CUMMINS		A220027077	150	1.00	Load Bank - 2 Hour	\$500.00	\$500.00
CUMMINS		A220027077	150	1.00	Fuel Sample	\$250.00	\$250.00

WELL #3 39106 3RD AVE

Make	Model	Serial Number	kW	Times per Year	Service Type	Unit Price	Extended Price
KOHLER		300685	150	1.00	A Service (Major)	\$377.50	\$377.50
KOHLER		300685	150	1.00	Load Bank - 2 Hour	\$500.00	\$500.00
KOHLER		300685	150	1.00	Fuel Sample	\$250.00	\$250.00

WELL #4 37813 15TH AVE

Make	Model	Serial Number	kW	Times per Year	Service Type	Unit Price	Extended Price
CUMMINS		64669120	150	1.00	A Service (Major)	\$377.50	\$377.50
CUMMINS		64669120	150	1.00	Load Bank - 2 Hour	\$500.00	\$500.00
CUMMINS		64669120	150	1.00	Fuel Sample	\$250.00	\$250.00

WELL #5 38122 HENRY DR

Make	Model	Serial Number	kW	Times per Year	Service Type	Unit Price	Extended Price
CAT		5DA03342	155	1.00	A Service (Major)	\$377.50	\$377.50
CAT		5DA03342	155	1.00	Load Bank - 2 Hour	\$500.00	\$500.00
CAT		5DA03342	155	1.00	Fuel Sample	\$250.00	\$250.00

Additional Notes:

Payment Terms:

Subtotal: \$9,155.00

Tax: \$0.00

Annual Agreement Amount: \$9,155.00

Total Agreement Amount \$9,155.00

Customer
PO#:

Signature:

Date:

Sales Rep
Signature:

Date:

GenServe is to provide the Customer with the periodic maintenance service for the following listed equipment.

GenServe agrees to provide and arrange for said maintenance service.

GenServe Terms and Conditions apply and are available here: genserveinc.com/tce/

Additional Terms for Remote Monitoring, if applicable, are here: genserveinc.com/rm/

PREVENTATIVE MAINTENANCE CHECK LIST

ALL ITEMS IN COLUMN "A" ARE PERFORMED WHEN MAJOR SERVICE IS DONE.

ALL ITEMS IN COLUMN "B" ARE PERFORMED WHEN MINOR SERVICE IS DONE.

	A	B	
1.	☒	☐	CHANGE LUBRICATING OIL
2.	☒	☐	CHANGE LUBE OIL FILTERS
3.	☒	☐	CHANGE FUEL OIL FILTERS
4.	☒	☒	INSPECT AIR FILTER
5.	☒	☒	CHECK COOLANT LEVEL AND DEGREE OF PROTECTION
6.	☒	☒	INSPECT AND ADJUST FAN BELTS
7.	☒	☒	CHECK FLEX CONNECTIONS AND MOUNTINGS
8.	☒	☒	CHECK OPERATION OF JACKET WATER HEATER
9.	☒	☒	CHECK BATTERY LEVEL AND MAINTAIN
10.	☒	☒	CHECK OPERATION OF BATTERY CHARGING EQUIPMENT
11.	☒	☒	LUBRICATE NECESSARY FITTINGS
12.	☒	☒	INSPECT GOVERNOR LINKAGE, OIL LEVEL, AND CONTROL
13.	☒	☒	INSPECT ELECTRONIC GOVERNOR CONNECTIONS
14.	☒	☒	REPAIR MINOR COOLANT, LUBE, AND FUEL LEAKS
15.	☒	☒	INSPECT DAY TANK AND PUMP CONTROL
16.	☒	☐	INSPECT SPARK PLUGS, MAGNETO, AND COILS, IF APPLICABLE
17.	☒	☒	DRAIN CONDENSATE FROM DAY TANK, IF ACCESSIBLE
18.	☒	☒	CHECK OPERATION OF REMOTE FANS, PUMPS, AND LOUVERS
19.	☒	☒	INSPECT GENERATOR SLIP RINGS AND CLEAN IF NECESSARY
20.	☒	☒	OPERATE ELECTRIC SET AND CHECK OR RESET FOR CORRECT VOLTAGE AND FREQUENCY
21.	☒	☒	CHECK AUTO START-STOP MODE
22.	☒	☒	SIMULATE EACH SAFETY SHUTDOWN, IF ABLE TO
23.	☒	☒	TEST FAULT LAMPS
24.	☐	☐	OPTIONAL SERVICE: PERFORM LAB ANALYSIS OF USED OIL AND COOLANT
25.	☐	☐	OPTIONAL SERVICE: PERFORM LAB ANALYSIS OF USED FUEL
26.	☐	☐	OPTIONAL SERVICE: CHANGE AIR FILTER

CONSENT ITEMS 2.4

Taxiway F Bid Award

Issue:

Background:

State appropriation agreement for taxiway F construction phase services. The item was advertised and placed on bid. There were three successful bidders. Please see the reference letter attached for further details. FPN:441915-2-94-01

Attachment(s):

1. Letter of Award & Bid-Tab-TW-F-ZPH

Fiscal Impact:

Budgeted in FY 2025

Staff Recommendation:

Staff and Engineers recommend City Council's consideration for approval.

March 10, 2025

Ms. Karen Miller
Purchasing Agent
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3536

Subject: Review of Bids for ZPH Taxiway F Development

Dear Karen,

Following our recent review of the bids submitted for the ZPH Taxiway F development project, I am pleased to inform you that MDG has completed the evaluation of the six bids received from the contractors listed below:

C.W. Roberts Contracting, Inc.	\$2,526,819.35
Ajax Paving Industries of Florida, LLC	\$3,512,027.64
Cathcart Construction Company	\$4,148,222.10
Crisdel Group, Inc.	\$2,989,860.98
Dickerson Infrastructure, Inc.	\$2,803,193.80
Hubbard Construction Company	\$2,554,689.84

After careful analysis of the submitted bids, MDG has determined that C.W. Roberts Contracting, Inc., submitted the most competitive proposal. Their bid demonstrates a clear understanding of the project requirements, and a competitive pricing structure.

Therefore, MDG recommends City of Zephyrhills to approve the bid from C.W. Roberts Contracting, Inc. for the ZPH Taxiway F development project. We are confident that their experience and expertise will result in a successful and efficient completion of the project.

Please let us know if you have any questions or need any additional information.

Sincerely,

MOHSEN DESIGN GROUP INCORPORATED

Mohsen Mohammadi, Ph.D., P.E.
Principal

Attachement : Bid Tabulation

Taxiway F Development											
				Engineer's Estimate		C. W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		cathcart construction company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
BASE BID											
1	Contractor Quality Control Program (CQCP)	1	LS	\$17,500.00	\$17,500.00	\$35,000.00	\$35,000.00	\$15,650.00	\$15,650.00	\$39,600.00	\$39,600.00
2	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	1	LS	\$7,000.00	\$7,000.00	\$17,500.00	\$17,500.00	\$11,900.00	\$11,900.00	\$13,025.00	\$13,025.00
3	Mobilization	1	LS	\$55,000.00	\$55,000.00	\$111,418.00	\$111,418.00	\$227,800.00	\$227,800.00	\$62,175.00	\$62,175.00
4	Asphalt Pavement Demolition	1268	SY	\$5.00	\$6,340.00	\$10.00	\$12,680.00	\$20.00	\$25,360.00	\$10.00	\$12,680.00
5	Nominal Asphalt Milling (2")	96	SY	\$5.00	\$480.00	\$54.00	\$5,184.00	\$30.00	\$2,880.00	\$220.00	\$21,120.00
6	Safety, Security, and Maintenance of Airfield Operations	1	LS	\$35,000.00	\$35,000.00	\$165,408.00	\$165,408.00	\$263,850.00	\$263,850.00	\$24,420.00	\$24,420.00
7	Survey, Stakeout, and As-Built Survey	1	LS	\$3,500.00	\$3,500.00	\$65,000.00	\$65,000.00	\$28,430.00	\$28,430.00	\$65,000.00	\$65,000.00
8	Clearing and Grubbing	2	AC	\$1,750.00	\$3,500.00	\$42,025.00	\$84,050.00	\$18,920.00	\$37,840.00	\$35,045.00	\$70,090.00
9	Unclassified Excavation	7220	CY	\$20.00	\$144,400.00	\$5.60	\$40,432.00	\$22.00	\$158,840.00	\$23.00	\$166,060.00
10	Compacted Subgrade, LBR 20 min	3085	SY	\$20.00	\$61,700.00	\$6.50	\$20,052.50	\$19.00	\$58,615.00	\$32.00	\$98,720.00
11	8" Lime Rock Base Course	2972	SY	\$25.00	\$74,300.00	\$24.00	\$71,328.00	\$25.00	\$74,300.00	\$38.00	\$112,936.00
12	Asphalt Mix Pavement	646	TON	\$250.00	\$161,500.00	\$202.00	\$130,492.00	\$271.00	\$175,066.00	\$541.00	\$349,486.00
13	Emulsified Asphalt Prime Coat	892	GAL	\$3.00	\$2,676.00	\$1.00	\$892.00	\$4.10	\$3,657.20	\$19.00	\$16,948.00
14	Emulsified Asphalt Tack Coat	208	GAL	\$3.00	\$624.00	\$8.00	\$1,664.00	\$3.60	\$748.80	\$30.00	\$6,240.00
15	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	1550	SF	\$2.00	\$3,100.00	\$3.40	\$5,270.00	\$3.60	\$5,580.00	\$5.00	\$7,750.00
16	White or Yellow non-reflective Runway and Taxiway Marking (Final 100%)	1550	SF	\$3.00	\$4,650.00	\$2.30	\$3,565.00	\$2.40	\$3,720.00	\$7.00	\$10,850.00
17	Black non-reflective marking outlines	2425	SF	\$3.00	\$7,275.00	\$1.15	\$2,788.75	\$1.20	\$2,910.00	\$8.00	\$19,400.00
18	6' Tall Chain-Link Fence	136	LF	\$50.00	\$6,800.00	\$285.00	\$38,760.00	\$340.00	\$46,240.00	\$220.00	\$29,920.00
19	Chain Link Fence Removal	136	LF	\$20.00	\$2,720.00	\$50.00	\$6,800.00	\$28.00	\$3,808.00	\$35.00	\$4,760.00
20	24-inch Reinforced Concrete Pipe (Class V)	295	LF	\$150.00	\$44,250.00	\$210.00	\$61,950.00	\$298.00	\$87,910.00	\$334.00	\$98,530.00
21	24" Mitered End Section	4	EA	\$2,000.00	\$8,000.00	\$4,900.00	\$19,600.00	\$2,680.00	\$10,720.00	\$6,100.00	\$24,400.00
22	Revetment System-Riprap (Rubble)	48	TON	\$150.00	\$7,200.00	\$335.00	\$16,080.00	\$254.00	\$12,192.00	\$220.00	\$10,560.00
23	Sodding	7115	SY	\$5.00	\$35,575.00	\$5.95	\$42,334.25	\$6.00	\$42,690.00	\$7.00	\$49,805.00
24	Topsoil (Obtained On-Site or Removed from Stockpile)	395	CY	\$3.00	\$1,185.00	\$14.50	\$5,727.50	\$29.00	\$11,455.00	\$59.00	\$23,305.00
25	No. 8 AWG, 5KV, L-824, Type C Cable, Installed in Duct Bank or Conduit	3800	LF	\$3.50	\$13,300.00	\$2.30	\$8,740.00	\$2.40	\$9,120.00	\$3.00	\$11,400.00

Taxiway F Development											
				Engineer's Estimate		C. W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		cathcart construction company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
26	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duck Bank or Conduit, including Connections/Terminations	2400	LF	\$5.00	\$12,000.00	\$4.60	\$11,040.00	\$5.00	\$12,000.00	\$5.00	\$12,000.00
27	3/4" x 10' Copper-Clad Steel Ground Rod	11	EA	\$400.00	\$4,400.00	\$230.00	\$2,530.00	\$241.00	\$2,651.00	\$291.00	\$3,201.00
28	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	2200	LF	\$30.00	\$66,000.00	\$9.25	\$20,350.00	\$10.00	\$22,000.00	\$6.00	\$13,200.00
29	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Full Strength Asphalt Pavement	160	LF	\$60.00	\$9,600.00	\$46.25	\$7,400.00	\$48.00	\$7,680.00	\$65.00	\$10,400.00
30	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Mill and Overlay Pavement	30	LF	\$75.00	\$2,250.00	\$57.75	\$1,732.50	\$60.00	\$1,800.00	\$78.00	\$2,340.00
31	L-867D Base Can, with 3/8" Thick Blank Coverplate, in Turf Areas	2	EA	\$1,800.00	\$3,600.00	\$1,730.00	\$3,460.00	\$1,805.00	\$3,610.00	\$4,365.00	\$8,730.00
32	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Turf Areas	30	EA	\$2,500.00	\$75,000.00	\$2,310.00	\$69,300.00	\$2,405.00	\$72,150.00	\$5,090.00	\$152,700.00
33	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Existing Pavement	2	EA	\$3,000.00	\$6,000.00	\$2,890.00	\$5,780.00	\$3,010.00	\$6,020.00	\$5,965.00	\$11,930.00
34	L-858(L) LED Guidance Sign, Size 2, and New Foundation in Turf Areas	4	EA	\$14,000.00	\$56,000.00	\$16,800.00	\$67,200.00	\$14,440.00	\$57,760.00	\$18,180.00	\$72,720.00
35	Remove and Replace Existing Guidance Sign Panels, In Existing Sign Housing, Complete	1	EA	\$5,000.00	\$5,000.00	\$3,450.00	\$3,450.00	\$3,610.00	\$3,610.00	\$2,185.00	\$2,185.00
	Total				\$947,425.00		\$1,164,958.50		\$1,510,563.00		\$1,638,586.00

ADDITIVE BID 1											
1	Contractor Quality Control Program (CQCP)	1	LS	\$32,500.00	\$32,500.00	\$21,800.00	\$21,800.00	\$21,670.00	\$21,670.00	\$59,400.00	\$59,400.00
2	Temporary Stormwater Pollution, Prevention, Erosion, and Siltation Control	1	LS	\$13,000.00	\$13,000.00	\$6,800.00	\$6,800.00	\$11,660.00	\$11,660.00	\$14,400.00	\$14,400.00
3	Mobilization	1	LS	\$104,000.00	\$104,000.00	\$121,432.00	\$121,432.00	\$166,550.00	\$166,550.00	\$73,260.00	\$73,260.00
4	Nominal Asphalt Milling (4")	1320	SY	\$5.00	\$6,600.00	\$5.50	\$7,260.00	\$10.00	\$13,200.00	\$20.00	\$26,400.00

Taxiway F Development											
				Engineer's Estimate		C. W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		cathcart construction company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
5	Safety, Security, and Maintenance of Airfield Operations	1	LS	\$65,000.00	\$65,000.00	\$169,500.00	\$169,500.00	\$197,150.00	\$197,150.00	\$39,600.00	\$39,600.00
6	Survey, Stateout, and As-Built Survey	1	LS	\$6,500.00	\$6,500.00	\$40,000.00	\$40,000.00	\$85,290.00	\$85,290.00	\$59,400.00	\$59,400.00
7	Clearing and Grubbing	5	AC	\$3,250.00	\$16,250.00	\$12,156.00	\$60,780.00	\$18,730.00	\$93,650.00	\$40,000.00	\$200,000.00
8	Unclassified Excavation	8035	CY	\$20.00	\$160,700.00	\$6.75	\$54,236.25	\$23.00	\$184,805.00	\$23.00	\$184,805.00
9	Compacted Subgrae, LBR 20 min	5555	SY	\$20.00	\$111,100.00	\$5.40	\$29,997.00	\$16.00	\$88,880.00	\$30.00	\$166,650.00
10	8" Lime Rock Base Course	5285	SY	\$25.00	\$132,125.00	\$23.25	\$122,876.25	\$25.00	\$132,125.00	\$39.00	\$206,115.00
11	Asphalt Mix Pavement	1425	TON	\$250.00	\$356,250.00	\$202.00	\$287,850.00	\$236.00	\$336,300.00	\$388.00	\$552,900.00
12	Emulsified Asphalt Prime Coat	1586	GAL	\$3.00	\$4,758.00	\$1.00	\$1,586.00	\$4.10	\$6,502.60	\$18.00	\$28,548.00
13	Emulsified Asphalt Tack Coat	370	GAL	\$3.00	\$1,110.00	\$8.00	\$2,960.00	\$3.60	\$1,332.00	\$28.00	\$10,360.00
14	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	3493	SF	\$2.00	\$6,986.00	\$3.40	\$11,876.20	\$3.60	\$12,574.80	\$4.00	\$13,972.00
15	White or Yellow non-reflective Runway and Taxiway Marking (Final 100%)	3493	SF	\$3.00	\$10,479.00	\$2.30	\$8,033.90	\$2.40	\$8,383.20	\$6.00	\$20,958.00
16	Black non-reflective marking outlines	5599	SF	\$3.00	\$16,797.00	\$1.10	\$6,158.90	\$1.20	\$6,718.80	\$6.00	\$33,594.00
17	Sodding	17850	SY	\$5.00	\$89,250.00	\$6.25	\$111,562.50	\$6.00	\$107,100.00	\$7.00	\$124,950.00
18	topsoil (Obtained On-Site or Removed from Stockpile)	995	CY	\$3.00	\$2,985.00	\$12.00	\$11,940.00	\$29.00	\$28,855.00	\$56.00	\$55,720.00
19	Remove L-861T(L) Elevated Taxiway Edge Light and Transformer, Existing Base Can to Remain	3	EA	\$200.00	\$600.00	\$115.00	\$345.00	\$120.00	\$360.00	\$295.00	\$885.00
20	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can in Turf	1	EA	\$500.00	\$500.00	\$230.00	\$230.00	\$241.00	\$241.00	\$295.00	\$295.00
21	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can in Existing Pavement	3	EA	\$1,500.00	\$4,500.00	\$340.00	\$1,020.00	\$361.00	\$1,083.00	\$295.00	\$885.00
22	Demolish Guidance Sign and Foundation	1	EA	\$1,000.00	\$1,000.00	\$575.00	\$575.00	\$602.00	\$602.00	\$732.00	\$732.00
23	Cable Removal	750	LF	\$2.00	\$1,500.00	\$0.12	\$90.00	\$0.10	\$75.00	\$2.00	\$1,500.00
24	Remove Existing Direct Buried Electrical Conduit	70	LF	\$15.00	\$1,050.00	\$3.40	\$238.00	\$3.60	\$252.00	\$34.00	\$2,380.00
25	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	1660	LF	\$3.50	\$5,810.00	\$2.30	\$3,818.00	\$2.40	\$3,984.00	\$3.00	\$4,980.00
26	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duck Bank or Conduit, including Connections/Terminations	2050	LF	\$5.00	\$10,250.00	\$8.00	\$16,400.00	\$8.40	\$17,220.00	\$5.00	\$10,250.00

Taxiway F Development											
				Engineer's Estimate		C. W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		cathcart construction company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
27	3/4" x 10' Copper-Clad Steel Ground Rod	15	EA	\$400.00	\$6,000.00	\$230.00	\$3,450.00	\$241.00	\$3,615.00	\$295.00	\$4,425.00
28	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	1550	LF	\$30.00	\$46,500.00	\$8.00	\$12,400.00	\$8.40	\$13,020.00	\$6.00	\$9,300.00
29	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Mill and Overlay Pavement	300	LF	\$75.00	\$22,500.00	\$45.00	\$13,500.00	\$48.00	\$14,400.00	\$81.00	\$24,300.00
30	L-867D Base Can, with 3/8" Thick Blank coverplate, in Turf Areas	1	EA	\$1,800.00	\$1,800.00	\$1,700.00	\$1,700.00	\$1,805.00	\$1,805.00	\$4,391.00	\$4,391.00
31	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Turf Areas	18	EA	\$2,500.00	\$45,000.00	\$2,850.00	\$51,300.00	\$3,010.00	\$54,180.00	\$5,125.00	\$92,250.00
32	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Mill and Overlay Pavement	6	EA	\$3,000.00	\$18,000.00	\$2,850.00	\$17,100.00	\$3,010.00	\$18,060.00	\$6,010.00	\$36,060.00
33	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Existing Pavement	1	EA	\$3,000.00	\$3,000.00	\$2,850.00	\$2,850.00	\$3,010.00	\$3,010.00	\$6,010.00	\$6,010.00
34	L-858(L) LED Guidance Sign, Size 2, and New Foundation in Turf Areas	1	EA	\$14,000.00	\$14,000.00	\$16,000.00	\$16,000.00	\$16,850.00	\$16,850.00	\$18,300.00	\$18,300.00
35	L-858(L) LED guidance Sign, Size 2 and New Foundation in Mill and Overlay Pavement	2	EA	\$17,000.00	\$34,000.00	\$13,000.00	\$26,000.00	\$14,440.00	\$28,880.00	\$21,250.00	\$42,500.00
36	Field Lightning Arrestor	2	EA	\$5,000.00	\$10,000.00	\$850.00	\$1,700.00	\$903.00	\$1,806.00	\$1,025.00	\$2,050.00
	Total				\$1,362,400.00		\$1,245,365.00		\$1,682,189.40		\$2,132,525.00

Contingency - 10%

Line Item	Description	Quantity	of Measure		C. W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		cathcart construction company	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
C-1	Contingency - 10%	1	ea	\$94,742.50	\$116,495.85	\$116,495.85	\$319,275.24	\$319,275.24	\$377,111.10	\$377,111.10
Total (Base Bid, Additive Bid 1, and Contingency)				\$2,404,567.50		\$2,526,819.35		\$3,512,027.64		\$4,148,222.10

Taxiway F Development									
				Crisdel Group, Inc		Dickerson Infrastructure, Inc.	Hubbard Construction Company		
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
BASE BID									
1	Contractor Quality Control Program (CQCP)	1	LS	\$21,000.00	\$21,000.00	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00
2	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	1	LS	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00	\$160,000.00	\$160,000.00
3	Mobilization	1	LS	\$130,000.00	\$130,000.00	\$135,000.00	\$135,000.00	\$124,000.00	\$124,000.00
4	Asphalt Pavement Demolition	1268	SY	\$13.00	\$16,484.00	\$10.00	\$12,680.00	\$10.13	\$12,844.84
5	Nominal Asphalt Milling (2")	96	SY	\$96.00	\$9,216.00	\$110.00	\$10,560.00	\$75.70	\$7,267.20
6	Safety, Security, and Maintenance of Airfield Operations	1	LS	\$144,500.00	\$144,500.00	\$300,000.00	\$300,000.00	\$166,000.00	\$166,000.00
7	Survey, Stakeout, and As-Built Survey	1	LS	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$140,000.00	\$140,000.00
8	Clearing and Grubbing	2	AC	\$25,000.00	\$50,000.00	\$4,000.00	\$8,000.00	\$728.71	\$1,457.42
9	Unclassified Excavation	7220	CY	\$24.00	\$173,280.00	\$16.00	\$115,520.00	\$12.82	\$92,560.40
10	Compacted Subgrade, LBR 20 min	3085	SY	\$6.00	\$18,510.00	\$5.00	\$15,425.00	\$2.28	\$7,033.80
11	8" Lime Rock Base Course	2972	SY	\$27.00	\$80,244.00	\$25.00	\$74,300.00	\$16.13	\$47,938.36
12	Asphalt Mix Pavement	646	TON	\$229.00	\$147,934.00	\$260.00	\$167,960.00	\$209.71	\$135,472.66
13	Emulsified Asphalt Prime Coat	892	GAL	\$10.00	\$8,920.00	\$4.00	\$3,568.00	\$3.40	\$3,032.80
14	Emulsified Asphalt Tack Coat	208	GAL	\$4.00	\$832.00	\$4.00	\$832.00	\$3.36	\$698.88
15	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	1550	SF	\$9.00	\$13,950.00	\$4.00	\$6,200.00	\$3.00	\$4,650.00
16	White or Yellow non-reflective Runway and Taxiway Marking (Final 100%)	1550	SF	\$10.00	\$15,500.00	\$3.00	\$4,650.00	\$2.00	\$3,100.00
17	Black non-reflective marking outlines	2425	SF	\$3.15	\$7,638.75	\$1.50	\$3,637.50	\$1.00	\$2,425.00
18	6' Tall Chain-Link Fence	136	LF	\$320.00	\$43,520.00	\$75.00	\$10,200.00	\$110.96	\$15,090.56
19	Chain Link Fence Removal	136	LF	\$12.00	\$1,632.00	\$12.00	\$1,632.00	\$7.33	\$996.88
20	24-inch Reinforced Concrete Pipe (Class V)	295	LF	\$212.00	\$62,540.00	\$200.00	\$59,000.00	\$197.00	\$58,115.00
21	24" Mitered End Section	4	EA	\$12,000.00	\$48,000.00	\$4,000.00	\$16,000.00	\$2,691.71	\$10,766.84
22	Revetment System-Riprap (Rubble)	48	TON	\$250.00	\$12,000.00	\$220.00	\$10,560.00	\$159.93	\$7,676.64
23	Sodding	7115	SY	\$5.00	\$35,575.00	\$4.00	\$28,460.00	\$4.60	\$32,729.00
24	Topsoil (Obtained On-Site or Removed from Stockpile)	395	CY	\$50.00	\$19,750.00	\$50.00	\$19,750.00	\$27.03	\$10,676.85
25	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	3800	LF	\$2.00	\$7,600.00	\$2.50	\$9,500.00	\$2.01	\$7,638.00

Taxiway F Development									
				Crisdel Group, Inc		Dickerson Infrastructure, Inc.		Hubbard Construction Company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
26	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duck Bank or Conduit, including Connections/Terminations	2400	LF	\$4.00	\$9,600.00	\$5.00	\$12,000.00	\$4.03	\$9,672.00
27	3/4" x 10' Copper-Clad Steel Ground Rod	11	EA	\$200.00	\$2,200.00	\$250.00	\$2,750.00	\$201.25	\$2,213.75
28	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	2200	LF	\$8.00	\$17,600.00	\$15.00	\$33,000.00	\$8.05	\$17,710.00
29	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Full Strength Asphalt Pavement	160	LF	\$42.00	\$6,720.00	\$45.00	\$7,200.00	\$40.25	\$6,440.00
30	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Mill and Overlay Pavement	30	LF	\$53.00	\$1,590.00	\$85.00	\$2,550.00	\$97.81	\$2,934.30
31	L-867D Base Can, with 3/8" Thick Blank Coverplate, in Turf Areas	2	EA	\$1,600.00	\$3,200.00	\$2,600.00	\$5,200.00	\$1,509.39	\$3,018.78
32	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Turf Areas	30	EA	\$2,100.00	\$63,000.00	\$3,300.00	\$99,000.00	\$2,012.51	\$60,375.30
33	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Existing Pavement	2	EA	\$2,600.00	\$5,200.00	\$3,800.00	\$7,600.00	\$2,515.64	\$5,031.28
34	L-858(L) LED Guidance Sign, Size 2, and New Foundation in Turf Areas	4	EA	\$12,600.00	\$50,400.00	\$10,000.00	\$40,000.00	\$12,075.07	\$48,300.28
35	Remove and Replace Existing Guidance Sign Panels, In Existing Sign Housing, Complete	1	EA	\$3,200.00	\$3,200.00	\$2,300.00	\$2,300.00	\$3,018.77	\$3,018.77
	Total				\$1,336,335.75		\$1,350,034.50		\$1,240,885.59

ADDITIVE BID 1									
1	Contractor Quality Control Program (CQCP)	1	LS	\$26,000.00	\$26,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
2	Temporary Stormwater Pollution, Prevention, Erosion, and Siltation Control	1	LS	\$11,000.00	\$11,000.00	\$2,000.00	\$2,000.00	\$92,000.00	\$92,000.00
3	Mobilization	1	LS	\$150,000.00	\$150,000.00	\$85,000.00	\$85,000.00	\$117,000.00	\$117,000.00
4	Nominal Asphalt Milling (4")	1320	SY	\$8.00	\$10,560.00	\$10.00	\$13,200.00	\$7.55	\$9,966.00

Taxiway F Development									
				Crisdel Group, Inc		Dickerson Infrastructure, Inc.		Hubbard Construction Company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
5	Safety, Security, and Maintenance of Airfield Operations	1	LS	\$167,000.00	\$167,000.00	\$50,000.00	\$50,000.00	\$91,000.00	\$91,000.00
6	Survey, Stateout, and As-Built Survey	1	LS	\$60,000.00	\$60,000.00	\$20,000.00	\$20,000.00	\$60,000.00	\$60,000.00
7	Clearing and Grubbing	5	AC	\$12,250.00	\$61,250.00	\$4,000.00	\$20,000.00	\$1,149.42	\$5,747.10
8	Unclassified Excavation	8035	CY	\$27.00	\$216,945.00	\$16.00	\$128,560.00	\$17.08	\$137,237.80
9	Compacted Subgrae, LBR 20 min	5555	SY	\$3.25	\$18,053.75	\$5.00	\$27,775.00	\$2.28	\$12,665.40
10	8" Lime Rock Base Course	5285	SY	\$21.00	\$110,985.00	\$25.00	\$132,125.00	\$14.36	\$75,892.60
11	Asphalt Mix Pavement	1425	TON	\$216.00	\$307,800.00	\$245.00	\$349,125.00	\$197.29	\$281,138.25
12	Emulsified Asphalt Prime Coat	1586	GAL	\$10.00	\$15,860.00	\$4.00	\$6,344.00	\$3.40	\$5,392.40
13	Emulsified Asphalt Tack Coat	370	GAL	\$4.00	\$1,480.00	\$4.00	\$1,480.00	\$3.36	\$1,243.20
14	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	3493	SF	\$9.00	\$31,437.00	\$4.00	\$13,972.00	\$3.00	\$10,479.00
15	White or Yellow non-reflective Runway and Taxiway Marking (Final 100%)	3493	SF	\$7.00	\$24,451.00	\$3.00	\$10,479.00	\$2.00	\$6,986.00
16	Black non-reflective marking outlines	5599	SF	\$2.60	\$14,557.40	\$1.50	\$8,398.50	\$1.00	\$5,599.00
17	Sodding	17850	SY	\$5.00	\$89,250.00	\$4.00	\$71,400.00	\$4.60	\$82,110.00
18	topsoil (Obtained On-Site or Removed from Stockpile)	995	CY	\$50.00	\$49,750.00	\$50.00	\$49,750.00	\$20.24	\$20,138.80
19	Remove L-861T(L) Elevated Taxiway Edge Light and Transformer, Existing Base Can to Remain	3	EA	\$100.00	\$300.00	\$85.00	\$255.00	\$100.63	\$301.89
20	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can in Turf	1	EA	\$200.00	\$200.00	\$520.00	\$520.00	\$201.25	\$201.25
21	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can in Existing Pavement	3	EA	\$300.00	\$900.00	\$1,000.00	\$3,000.00	\$301.88	\$905.64
22	Demolish Guidance Sign and Foundation	1	EA	\$500.00	\$500.00	\$1,400.00	\$1,400.00	\$503.13	\$503.13
23	Cable Removal	750	LF	\$0.11	\$82.50	\$1.20	\$900.00	\$0.10	\$75.00
24	Remove Existing Direct Buried Electrical Conduit	70	LF	\$3.00	\$210.00	\$14.50	\$1,015.00	\$3.02	\$211.40
25	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	1660	LF	\$2.00	\$3,320.00	\$2.50	\$4,150.00	\$2.01	\$3,336.60
26	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duck Bank or Conduit, including Connections/Terminations	2050	LF	\$7.00	\$14,350.00	\$5.00	\$10,250.00	\$7.04	\$14,432.00

Taxiway F Development									
				Crisdel Group, Inc		Dickerson Infrastructure, Inc.		Hubbard Construction Company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
27	3/4" x 10' Copper-Clad Steel Ground Rod	15	EA	\$200.00	\$3,000.00	\$250.00	\$3,750.00	\$201.25	\$3,018.75
28	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	1550	LF	\$7.00	\$10,850.00	\$14.50	\$22,475.00	\$7.04	\$10,912.00
29	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Mill and Overlay Pavement	300	LF	\$42.00	\$12,600.00	\$85.00	\$25,500.00	\$40.25	\$12,075.00
30	L-867D Base Can, with 3/8" Thick Blank coverplate, in Turf Areas	1	EA	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00	\$1,509.38	\$1,509.38
31	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Turf Areas	18	EA	\$2,600.00	\$46,800.00	\$3,300.00	\$59,400.00	\$2,515.64	\$45,281.52
32	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Mill and Overlay Pavement	6	EA	\$2,600.00	\$15,600.00	\$4,500.00	\$27,000.00	\$2,515.64	\$15,093.84
33	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Existing Pavement	1	EA	\$2,600.00	\$2,600.00	\$4,500.00	\$4,500.00	\$2,515.64	\$2,515.64
34	L-858(L) LED Guidance Sign, Size 2, and New Foundation in Turf Areas	1	EA	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$14,087.58	\$14,087.58
35	L-858(L) LED guidance Sign, Size 2 and New Foundation in Mill and Overlay Pavement	2	EA	\$12,000.00	\$24,000.00	\$12,000.00	\$24,000.00	\$12,075.07	\$24,150.14
36	Field Lightning Arrestor	2	EA	\$800.00	\$1,600.00	\$1,300.00	\$2,600.00	\$754.69	\$1,509.38
	Total				\$1,519,891.65		\$1,198,323.50		\$1,179,715.69

Contingency - 10%

		Crisdel Group, Inc		Dickerson Infrastructure, Inc.		Hubbard Construction Company	
Line Item	Description	Quantity	of Mea	Unit Cost	Total	Unit Cost	Total
C-1	Contingency - 10%	1	ea	\$133,633.58	\$133,633.58	\$254,835.80	\$254,835.80
Total (Base Bid, Additive Bid 1, and Contingency)					\$2,989,860.98		\$2,803,193.80

CONSENT ITEMS 2.5

Runway 1-19 Bid Award

Issue:

Background:

Joint participation agreement for the rehab of runway 01/19 construction phase services. The item was advertised and placed on bid. There were three successful bidders. Please see the reference letter attached for further details. FDOT 80/20 grant. \$4,700,000, FPN: 449735-1-94-01

Attachment(s):

1. Letter of Award & Bid Tab - RW1-19

Fiscal Impact:

Budgeted item in FY 2025

Staff Recommendation:

Staff and Engineers recommend City Council's consideration for approval.

March 10, 2025

Ms. Karen Miller
Purchasing Agent
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3536

Subject: Review of Bids for ZPH Runway 1-19 Rehabilitation

Dear Karen,

Following our recent review of the bids submitted for the ZPH Runway 1-19 project, I am pleased to inform you that MDG has completed the evaluation of the three bids received from the contractors listed below:

C.W. Roberts Contracting, Inc.	\$3,541,108.60
Ajax Paving Industries of Florida, LLC	\$4,169,472.78
Hubbard Construction Company	\$3,916,266.99

After careful analysis of the submitted bids, MDG has determined that C.W. Roberts Contracting, Inc., submitted the most competitive proposal. Their bid demonstrates a clear understanding of the project requirements, and a competitive pricing structure.

Therefore, MDG recommends City of Zephyrhills to approve the bid from C.W. Roberts Contracting, Inc. for the ZPH Runway 1-19 project. We are confident that their experience and expertise will result in a successful and efficient completion of the project.

Please let us know if you have any questions or need any additional information.

Sincerely,

MOHSEN DESIGN GROUP INCORPORATED



Mohsen Mohammadi, Ph.D., P.E.
Principal

Attachement : Bid Tabulation

Runway 1-19 Rehabilitation											
				Engineer's Estimate		C.W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		Hubbard Construction Company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Schedule A-Runway 1-19 Rehabilitation											
1	Contractor Quality Control Program (CQCP)	1	LS	\$50,000.00	\$50,000.00	\$47,486.63	\$47,486.63	\$8,660.00	\$8,660.00	\$16,000.00	\$16,000.00
2	Temporary Pollution, Erosion, and Siltation Control	1	LS	\$20,000.00	\$20,000.00	\$39,049.54	\$39,049.54	\$31,850.00	\$31,850.00	\$189,000.00	\$189,000.00
3	Mobilization	1	LS	\$350,000.00	\$350,000.00	\$272,817.64	\$272,817.64	\$375,400.00	\$375,400.00	\$296,000.00	\$296,000.00
4	Nominal Asphalt Milling (2")	62565	SY	\$5.00	\$312,825.00	\$2.56	\$160,166.40	\$2.00	\$125,130.00	\$2.14	\$133,889.10
5	Safety, Security, and Maintenance of Airfield Operations	1	LS	\$100,000.00	\$100,000.00	\$82,414.56	\$82,414.56	\$276,600.00	\$276,600.00	\$305,000.00	\$305,000.00
6	Survey, Stakeout and As-Built Survey	1	LS	\$10,000.00	\$10,000.00	\$56,941.71	\$56,941.71	\$100,600.00	\$100,600.00	\$218,000.00	\$218,000.00
7	Asphalt Mix Pavement	7390	TON	\$250.00	\$1,847,500.00	\$179.67	\$1,327,761.30	\$213.00	\$1,574,070.00	\$180.81	\$1,336,185.90
8	Emulsified Asphalt Tack Coat	6255	GAL	\$3.00	\$18,765.00	\$4.95	\$30,962.25	\$3.10	\$19,390.50	\$3.36	\$21,016.80
9	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	47306	SF	\$2.00	\$94,612.00	\$0.64	\$30,275.84	\$0.60	\$28,383.60	\$0.60	\$28,383.60
10	White or Yellow reflective Runway and Taxiway Marking (Final 100%)	47675	SF	\$3.00	\$143,025.00	\$0.90	\$42,907.50	\$0.80	\$38,140.00	\$1.00	\$47,675.00
11	Black non-reflective Marking Outlines	16000	SF	\$3.00	\$48,000.00	\$0.83	\$13,280.00	\$0.75	\$12,000.00	\$0.60	\$9,600.00
12	Remove L-861T(L) Elevated Taxiway Edge Light and Transformer, Existing Base Can to Remain	20	EA	\$100.00	\$2,000.00	\$126.21	\$2,524.20	\$115.00	\$2,300.00	\$100.53	\$2,010.60
13	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can	2	EA	\$500.00	\$1,000.00	\$252.43	\$504.86	\$231.00	\$462.00	\$201.06	\$402.12
14	Demolish L-861T Elevated Taxiway Edge Light and Transformer and Base Can	14	EA	\$500.00	\$7,000.00	\$252.43	\$3,534.02	\$231.00	\$3,234.00	\$201.06	\$2,814.84
15	Remove L-862 Elevated Runway Edge Light and Transformer, Existing Base Can to Remain	24	EA	\$100.00	\$2,400.00	\$126.21	\$3,029.04	\$115.00	\$2,760.00	\$100.53	\$2,412.72
16	Remove L-862E Elevated Runway Threshold/End Light and Transformer, Existing Base Can to Remain	16	EA	\$100.00	\$1,600.00	\$126.21	\$2,019.36	\$115.00	\$1,840.00	\$100.53	\$1,608.48
17	Remove L-850C In-pavement Runway Edge Light and Transformer, Existing L-868B Base Can to Remain	38	EA	\$100.00	\$3,800.00	\$126.21	\$4,795.98	\$115.00	\$4,370.00	\$100.53	\$3,820.14
18	Remove Guidance Sign, Existing Foundation to Remain	1	EA	\$750.00	\$750.00	\$252.43	\$252.43	\$231.00	\$231.00	\$201.06	\$201.06
19	Demolish Runway 19 REIL System and Foundations	1	LS	\$1,000.00	\$1,000.00	\$757.29	\$757.29	\$693.00	\$693.00	\$603.18	\$603.18
20	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	7200	LF	\$3.50	\$25,200.00	\$2.52	\$18,144.00	\$2.30	\$16,560.00	\$2.01	\$14,472.00

Runway 1-19 Rehabilitation											
				Engineer's Estimate		C.W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		Hubbard Construction Company	
21	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duct Bank or Conduit, including Connections/Terminations	450	LF	\$5.00	\$2,250.00	\$8.84	\$3,978.00	\$8.00	\$3,600.00	\$7.04	\$3,168.00
22	3/4" x 10' Copper-Clad Steel Ground Rod	11	EA	\$250.00	\$2,750.00	\$252.43	\$2,776.73	\$231.00	\$2,541.00	\$201.06	\$2,211.66
23	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	400	LF	\$30.00	\$12,000.00	\$10.10	\$4,040.00	\$9.00	\$3,600.00	\$8.04	\$3,216.00
24	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Existing Asphalt Pavement	15	LF	\$50.00	\$750.00	\$50.49	\$757.35	\$46.00	\$690.00	\$40.21	\$603.15
25	Remove Direct Buried Electrical Conduit, 1-Way, 2-Inch, in Turf Areas, Complete	360	LF	\$10.00	\$3,600.00	\$3.79	\$1,364.40	\$3.50	\$1,260.00	\$3.02	\$1,087.20
26	Clear Existing Conduit, Remove Existing Cables	7950	LF	\$2.00	\$15,900.00	\$0.13	\$1,033.50	\$0.10	\$795.00	\$0.10	\$795.00
27	L-867D Base Can, with 3/8" Thick Blank Cover plate, in Turf Areas	5	EA	\$1,800.00	\$9,000.00	\$1,893.21	\$9,466.05	\$1,730.00	\$8,650.00	\$1,507.95	\$7,539.75
28	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on Existing L-867B Adjustable Base Can in Existing Asphalt Pavement	6	EA	\$2,500.00	\$15,000.00	\$2,776.71	\$16,660.26	\$2,540.00	\$15,240.00	\$2,211.66	\$13,269.96
29	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on Existing L-867B Adjustable Base Can in Mill and Overlay Pavement	1	EA	\$3,000.00	\$3,000.00	\$2,776.71	\$2,776.71	\$2,540.00	\$2,540.00	\$2,211.65	\$2,211.65
30	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on Existing L-867B Base Can in Turf Areas	13	EA	\$2,000.00	\$26,000.00	\$2,271.85	\$29,534.05	\$2,080.00	\$27,040.00	\$1,809.54	\$23,524.02
31	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on New L-868B Base Can in Mill and Overlay Pavement	1	EA	\$3,500.00	\$3,500.00	\$3,786.43	\$3,786.43	\$3,460.00	\$3,460.00	\$3,015.89	\$3,015.89
32	L-850C(L) LED In-pavement Runway Edge Light and Transformer, on Existing L-868B Base Can in Mill and Overlay Pavement	22	EA	\$2,000.00	\$44,000.00	\$3,660.21	\$80,524.62	\$3,350.00	\$73,700.00	\$2,915.36	\$64,137.92
33	L-850C(L) LED In-pavement Runway Edge Light and Transformer, on Existing L-867B Adjustable Base Can in Mill and Overlay Pavement	24	EA	\$3,000.00	\$72,000.00	\$3,786.42	\$90,874.08	\$3,460.00	\$83,040.00	\$3,015.89	\$72,381.36
34	L-850C(L) LED In-pavement Runway Edge Light and Transformer, on Existing L-868B Base Can in Existing Asphalt Pavement	16	EA	\$1,500.00	\$24,000.00	\$3,155.35	\$50,485.60	\$2,890.00	\$46,240.00	\$2,513.24	\$40,211.84

Runway 1-19 Rehabilitation											
				Engineer's Estimate		C.W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		Hubbard Construction Company	
35	L-850D(L) LED In-pavement Runway Threshold/End Light and Transformer, on Existing L-867B Base Can in Turf Areas	16	EA	\$2,000.00	\$32,000.00	\$3,660.21	\$58,563.36	\$3,350.00	\$53,600.00	\$2,915.36	\$46,645.76
36	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Turf Areas	3	EA	\$1,800.00	\$5,400.00	\$3,155.35	\$9,466.05	\$2,890.00	\$8,670.00	\$2,513.24	\$7,539.72
37	L-858(L) LED Guidance Sign, Size 2, 2 Module, on Existing Foundation	1	EA	\$5,000.00	\$5,000.00	\$10,097.14	\$10,097.14	\$9,240.00	\$9,240.00	\$8,042.38	\$8,042.38
38	Runway 19 REIL System	1	LS	\$30,000.00	\$30,000.00	\$37,864.24	\$37,864.24	\$34,650.00	\$34,650.00	\$30,158.92	\$30,158.92
39	Field Lightning Arrestor	4	EA	\$500.00	\$2,000.00	\$946.61	\$3,786.44	\$866.00	\$3,464.00	\$753.97	\$3,015.88
	Total				\$3,347,627.00		\$2,557,459.56		\$3,004,694.10		\$2,961,871.60
Schedule A-Additive Bid 1											
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	White or Yellow reflective Runway and Taxiway Marking (Final 100%), (RW 1 End Extension)	7325	SF	\$3.00	\$21,975.00	\$3.21	\$23,513.25	\$3.00	\$21,975.00	\$1.50	\$10,987.50
2	Black noon-reflective Marking Outlines, (RW 1 End Extension)	6811	SF	\$3.00	\$20,433.00	\$0.58	\$3,950.38	\$0.50	\$3,405.50	\$1.10	\$7,492.10
3	Grooving	55111	SY	\$5.00	\$275,555.00	\$2.87	\$158,168.57	\$2.20	\$121,244.20	\$2.77	\$152,657.47
	Total				\$317,963.00		\$185,632.20		\$146,624.70		\$171,137.07
Schedule A-Additive Bid 2											
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Nominal Asphalt Milling (1.5")	16435	SY	\$5.00	\$82,175.00	\$2.99	\$49,140.65	\$1.70	\$27,939.50	\$2.65	\$43,552.75
2	Shoulder Re-grading	10332	SY	\$5.00	\$51,660.00	\$2.38	\$24,590.16	\$4.00	\$41,328.00	\$0.94	\$9,712.08
3	Asphalt Mix Pavement	1745	TON	\$250.00	\$436,250.00	\$172.99	\$301,867.55	\$240.00	\$418,800.00	\$192.08	\$335,179.60
4	Emulsified Asphalt Tack Coat	1645	GAL	\$3.00	\$4,935.00	\$4.87	\$8,011.15	\$3.10	\$5,099.50	\$3.36	\$5,527.20
5	Sodding	10332	SY	\$4.00	\$41,328.00	\$6.31	\$65,194.92	\$6.00	\$61,992.00	\$3.94	\$40,708.08
	Total				\$616,348.00		\$448,804.43		\$555,159.00		\$434,679.71
Schedule A-Additive Bid 3											
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Asphalt Pavement Demolition	1081	SY	\$10.00	\$10,810.00	\$35.07	\$37,910.67	\$13.00	\$14,053.00	\$13.37	\$14,452.97
2	Shoulder Re-grading	1680	SY	\$5.00	\$8,400.00	\$3.47	\$5,829.60	\$15.00	\$25,200.00	\$1.01	\$1,696.80
3	Sodding	1680	SY	\$4.00	\$6,720.00	\$7.59	\$12,751.20	\$6.50	\$10,920.00	\$4.04	\$6,787.20
	Total				\$25,930.00		\$56,491.47		\$50,173.00		\$22,936.97

Runway 1-19 Rehabilitation											
				Engineer's Estimate		C.W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		Hubbard Construction Company	
Schedule A-Additive Bid 4											
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	1350	LF	\$3.50	\$4,725.00	\$2.52	\$3,402.00	\$2.30	\$3,105.00	\$2.01	\$2,713.50
2	3/4" x 10' Copper-Clad Steel Ground Rod	14	EA	\$250.00	\$3,500.00	\$252.43	\$3,534.02	\$231.00	\$3,234.00	\$201.06	\$2,814.84
3	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Turf Areas	14	EA	\$1,800.00	\$25,200.00	\$2,145.64	\$30,038.96	\$1,960.00	\$27,440.00	\$1,709.01	\$23,926.14
	Total				\$33,425.00		\$36,974.98		\$33,779.00		\$29,454.48
Contingency - 10%											
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
C-1	Contingency - 10%	1	EA	\$334,762.70	\$334,762.70	\$255,745.96	\$255,745.96	\$379,042.98	\$379,042.98	\$296,187.16	\$296,187.16
	Total				\$334,762.70		\$255,745.96		\$379,042.98		\$296,187.16
	Total Base, Additives 1-4,& Contingency				\$4,676,055.70		\$3,541,108.60		\$4,169,472.78		\$3,916,266.99

CONSENT ITEMS 2.6

MCCi Laserfiche Scanning Project Agreement 37-25-01

Issue:

The Planning and Building Departments have documents that should be scanned, thus creating electronic documents. MCCI will scan the requested hard paper files and convert to electronic Laserfiche files. This project was approved during budget workshops.

Background:

MCCI, LLC is part of the National Cooperative Purchasing Alliance (NCPA). The pricing and terms in the agreement are derivative of the "Not-To-Exceed" digitization rates that were competitively sourced through the NCPA. Contract Number: 01-158; expires 11/30/2027.

Attachment(s):

1. City_of_Zephyrhills_-_33421_-_ScanningOrder_(FINAL)

Fiscal Impact:

Total budgeted in FY 25 is \$350,000, with the estimated cost being \$358,401.36. However, the estimate is over the approved budget, we anticipate the final cost to be much lower than \$350,000.

Staff Recommendation:

Staff recommends approval of agreement 37-25-01.

SCANNING ORDER

Quote 33421 (the "**Order**") is entered into as of _____, ("**Order Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Master Agreement and made a part thereof. If there is any conflict between a provision of the Master Agreement and this Order, the Master Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Order to be executed by their respective duly authorized representatives as of the Order Effective Date.

MCCi, LLC ("MCCi")

Signed: _____

Name: _____

Title: _____

Date: _____

CITY OF ZEPHYRHILLS ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

PROJECT SCOPE

GENERAL DESCRIPTION

DOCUMENT SIZE	Regular up to 11" x 17"
DEPARTMENT	Building Department
DOCUMENT TYPES	Plans
DOCUMENT/ROLL/FICHE COUNT	11
IMAGE COUNT	500
IMAGES PER DOCUMENT/ROLL/FICHE	45

GENERAL DESCRIPTION

DOCUMENT SIZE	Large Format up to 42" wide
DEPARTMENT	Building Department
DOCUMENT TYPES	Plans
DOCUMENT/ROLL/FICHE COUNT	3,730
IMAGE COUNT	167,850
IMAGES PER DOCUMENT/ROLL/FICHE	45

DOCUMENT PREPARATION

CURRENT STORAGE METHOD	Cubies
CONDITIONS OF DOCUMENTS	Folded in Cubies, Good Condition

IMAGE PROCESSING & INDEXING

DPI & COLOR	Black and White
NUMBER OF INDEX FIELDS	4
DOCUMENT NAMING CONVENTION	Any Combination of Indexed Fields
FIELDS TO BE INDEXED	Street Number, Location, Owner, Permit Number
OPTICAL CHARACTER RECOGNITION	Included

IMAGE OUTPUT

DELIVERY METHOD	Secure FTP Transfer
OUTPUT TYPE	Laserfiche Briefcase

MATERIAL HANDLING

SHIPPING LOGISTICS	MCCi Pickup and Boxing Services
SHIPPING & DELIVERY TERMS	Up to One Pick Up Included
PHYSICAL DOCUMENTS	Secure Destruction

The Scope above has been provided and/or confirmed by Client. Both Parties agree that the estimated Pricing defined herein is based on the Project Scope and the following assumptions. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.

MILESTONES, TASKS & DELIVERABLES

Milestone	TASKS / Deliverables
#1: Project Kickoff	Tasks: Client's MCCi salesperson will set up a project kickoff call. During the kickoff call, the MCCi team will walk Client through the project scope and contract. Requirements, timeline, pickup and delivery, and other project specifics will be discussed with Client. Client Deliverables: ▪ Client is responsible for filing of all documents in their document management system ▪ All documents will be boxed and securely closed. ▪ Boxes will not exceed 40 lbs each ▪ Boxes will need to be 95% filled or less ▪ Boxes will need to be accessible without the use of stairs ▪ Boxes will need to be clearly labeled ▪ Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion Assumptions: MCCi may utilize Basecamp to communicate with Client on a regular basis about project progress, issues, etc. MCCi may not conduct Client kickoff for continuations of existing project(s).
#2: Sample Sign-Off	Tasks: Once Client documents are brought into MCCi facility and reviewed, the MCCi team will scan a sample of Client's documents. MCCi will select settings based on the Project Scope, and to make sure Client's documents are being digitized in a manner that preserves as much detail, clarity, and quality as possible. MCCi will deliver these sample scans to Client electronically for review. Once Client agrees that the sample scan quality is satisfactory, the MCCi team will proceed with the rest of the project. Assumptions: Sample scans may not be needed if MCCi and Client have previously worked on similar conversion projects together. Client will review sample scans within two (2) business days of receiving them from MCCi. Client will need to approve or deny image quality samples within two (2) business days of electronic delivery. Delays in approval may cause significant delays in project timeline.
#3: Scheduled Finished Product Delivery	Deliverable: At regular intervals (typically monthly), the MCCi team will electronically deliver the digitized documents that were finished in the previous period. Assumptions: Billing will occur upon completion of this milestone. These documents will have gone through MCCi prepping, scanning, and quality control processes. The delivery schedule will vary based on the size and scope of project.

**#4 Physical
Document
Return**

Tasks:

Once the last finished product delivery has taken place, Client's documents will be returned in the fashion indicated in the Project Scope. Documents will continue to be treated with care until they are in Client's possession.

Documents will be returned to Client in the order they were received, but they will not be placed back into their file folders/envelopes or be re-prepped (unless specifically stated otherwise in the Project Scope). Folders/envelopes may need to be cut for processing. Client should review all returned documents to ensure all originals are back in their possession.

If Client has chosen to have MCCi destroy their documents (as opposed to being returned), Client will receive written notification that the documents have been destroyed.

PRICING



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Michael Panak
Mpanak@Ci.Zephyrhills.Fl.Us
cc AP Contact: JMurphy@ci.Zephyrhills.fl.us

Client Name: City of Zephyrhills
Client Address: 5335 Eighth Street, Zephyrhills, FL 33542
Quote Number: 33421
Order Type: Scanning

Quote Date: October 7, 2024

<i>Scanning Services Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Total</i>
MCCi SCANNING SERVICES				
☒ Regular Size Images up to 11x17" (< 2,000) Doc Prep Per Image	500	\$0.272	\$0.2582	\$129.10
☒ Regular Size Images up to 11x17" (< 2,000) Scanning Per Image	500	\$0.610	\$0.5795	\$289.75
☒ Regular Size Images up to 11x17" OCR Per Image	500	\$0.016	\$0.0149	\$7.45
☒ Large Format up to 42" Wide (> 100,000) Standard Scan and Prep Per Image	167850	\$2.001	\$1.9010	\$319,082.85
☒ Large Format up to 42" Wide OCR Per Image	167850	\$0.016	\$0.0149	\$2,500.97
☒ Indexing Fields Per Index (< 25,000)	14964	\$0.379	\$0.3600	\$5,387.04
☒ Pick Up, Base Fee	1	\$500.000	\$475.0000	\$475.00
☒ Pickup, Per Box (<200)	169	\$15.600	\$14.8200	\$2,504.58
☒ Boxing/Packing Rate (Regular Format, Per 1.2 CU Ft Box)	1	\$41.400	\$39.3300	\$39.33
☒ Boxing/Packing Rate (Large Format, Per 1.2 CU Box)	168	\$41.400	\$39.3300	\$6,607.44
☒ Secure Destruction (Regular Images, Per 1.2 CU Ft Box)	1	\$12.000	\$11.4000	\$11.40
☒ Secure Destruction (Large Format Images, Per 1.2 CU Ft Box)	168	\$12.000	\$11.4000	\$1,915.20
☒ Project Management for Scanning	1	\$20,475.00	\$19,451.25	\$19,451.25
Scanning Services Subtotal				\$358,401.36

GRAND TOTAL - SCANNING SERVICES

\$358,401.36

TOTAL SCANNING PROJECT COST

\$358,401.36

All Quotes Expire in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

OMNIA -NCPA Pricing - The pricing and terms in this statement of work ("SOW") are derivative of the "Not-To-Exceed" digitization rates that were competitively sourced through the National Cooperative Purchasing Alliance (NCPA). The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this SOW. The rates listed may be applied to additional projects that haven't been specifically outlined in this SOW, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

BILLING SCHEDULE

Deliverables will be billed monthly for work completed during the previous month. Client is responsible for all images processed by the MCCi project team. Any expected overages will be raised with Client before such overage is to occur so that Client can appropriately make arrangements to accommodate for the overages.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

SCANNING ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the scope of services to be provided. Variations to the following may impact this SOW's cost and/or schedule and require a change order.

DELIVERABLE ACCEPTANCE CRITERIA

- Both Parties acknowledge that the acceptance period noted herein is in conflict with the Master Agreement and the terms defined below take precedence.
- MCCi's delivery of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements.
- Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary.
- MCCi's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCi cannot be accountable for records not reflected in the original inventory report provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within the Acceptance Period (defined below).
- If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have 30 days after MCCi delivers the Deliverable to Client (the "Acceptance Period") to give written notice to MCCi specifying the deficiencies in reasonable detail.
 - MCCi shall use reasonable efforts to promptly resolve any such deficiencies.
 - Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above.
 - Notwithstanding the foregoing, if Client fails to reject any Deliverable within 30 days, such Deliverable shall be deemed accepted.

GENERAL

- Charges apply on a per project basis and are dependent upon size and volume of documents. MCCi requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.
- Client agrees that the work described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this Order.
- MCCi maintains partnerships for the purpose of offering additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project will be handled directly by MCCi. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.
- Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Basecamp.
- Client is responsible for creating and operating any workflows needed to import data. Our import assistance is only for importing into Laserfiche and does not cover any workflow diagnosis or modifications.

DOCUMENTS

- Client understands that MCCi will process every image supplied to MCCi by Client as furnished. Client is responsible for removing any documents before shipping to MCCi for processing.
- Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion. Upon completion of scanning, MCCi will return the documents to the Client in the order as received from Client but not placed back into their file folders/envelopes or re-prepped unless specifically stated otherwise in the Project Scope.
- Client is required to package all materials per MCCi's instructions prior to shipment/delivery of materials to MCCi's facility. If Client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one (1) shipment. At the time of updating or if additional trips are required due to Client not having all the documents ready for pick up, additional charges will be applied. If Client chooses to ship via a certified carrier, Client incurs all shipping costs.

DOCUMENT & DATA STORAGE

- MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCi will arrange for the return of hardcopy documents to Client after completion of scanning. If documents reside at MCCi facilities for a period longer than 90 days after converted electronic data is delivered to Client, storage charges of \$2.50 per cubic foot per month will apply.
- MCCi is not responsible for maintaining a copy of Client data, with the exception of clients who subscribe to MCCi's Online Document Hosting Services. MCCi periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCi's discretion. If Client requires MCCi to delete copies of its data prior to MCCi's standard process of deleting data, Client is responsible for submitting an official request in writing and for obtaining confirmation of data deletion.

LASERFICHE

Laserfiche system clients with a pre-existing template are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

CONSENT ITEMS 2.7

Solid Waste Rate Study - Piggyback Manatee County
Kessler Consulting **Agreement 37-25-02**

Issue:

Solid Waste Rate Study

Background:

The City has not performed a solid waste rate study since 2016, pricing has been adjusted annually using the Consumer Price Index (CPI). With the City's rapid growth and the increased operating costs, a rate study is necessary to determine current and future rates to remain sustainable.

Attachment(s):

1. Agreement to Piggyback - Solid Waste Rate Study - Kessler Consulting(32655682.1)
2. Exhibit 1 - Solid Waste Rate Study(32655681.1)
3. Manatee - Executed Contract incl Amendments

Fiscal Impact:

The FY25 Sanitation budget includes \$50,000 in professional services to complete this rate study.

Staff Recommendation:

The Public Works Director and City Manager recommend approval of this task order as presented.

AGREEMENT TO PIGGYBACK A CONTRACT FOR GOODS
OR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, **Kessler Consulting, Inc.**, a Florida corporation having its principal office at 14620 N Nebraska Avenue, Bldg. D, Tampa, FL 33613 (“Contractor”) entered into an agreement, with **Manatee County, FL**, a political subdivision of the State of Florida, for Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Programs (RFP 16-1984FL), attached as Exhibit “1,” services procured pursuant to F.S. §287.057, (the “Agreement”).

WHEREAS, the **City of Zephyrhills**, a Florida municipal corporation having a principal office at 5335 8th St. Zephyrhills, FL 33542 (“City”) has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to “piggyback” onto a contract procured pursuant to F.S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to “piggyback” onto the referenced Agreement between the Contractor and the Manatee County, FL for utilization of the same or similar services and the Contractor consents to the aforesaid “piggybacking”.

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the goods services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The purpose of this Agreement is for the Contractor to provide Solid Waste Rate Study services to the City’s utilities department. The terms and conditions of the Agreement between the Manatee County, FL and Response to RFP 16-1984FL Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Programs (“Manatee County, FL Documents”) shall be incorporated herein by this reference and, except as otherwise provided herein, shall apply to this Contract. Contractor’s fees and charges shall be as provided in the Manatee County, FL Documents.
4. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.
5. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.
6. Notwithstanding any provision herein to the contrary, the City may terminate this Agreement at any time without regard to cause at City’s convenience with thirty (30)

days' notice to Company. In such event, the Company shall only be entitled to payment for services actually performed hereunder prior to such termination.

7. The City reserves the right to delete any portion of this contract at any time without cause. If such right is exercised, the total fee shall be reduced by the amount established for that service. If work has already been accomplished on the portion of the contract to be deleted, the Company shall be paid for the work performed through the notification effective date of the deleted services.
8. City expressly retains all rights, benefits, and immunities of sovereign immunity. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or limits of liability contained in Section 768.28, Florida Statutes.
9. **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 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**
10. Indemnity. Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.
11. Insurance. Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well

as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor as required herein shall be considered, and Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor as required herein.

Kessler Consulting, Inc.

City of Zephyrhills, Florida

 Name: _____
 Title: _____
 Date: _____

 Kenneth M. Burgess, Jr. Date
 Council President

WITNESS

ATTEST

 Signature Date

 Ricardo Quinones Date
 City Clerk

 Matthew E. Maggard Date
 City Attorney

SCOPE OF WORK

EXHIBIT

1



March 24, 2025

Shane LeBlanc, Public Works Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542
sleblanc@ci.zephyrhills.fl.us

transmitted electronically

Re: Proposed Scope of Work for Zephyrhills 2025 Solid Waste Cost of Services and Rate Study
KCI Project Number: 99-90.00

As requested, Kessler Consulting, Inc. (KCI) is pleased to provide this proposed scope of work for support and technical assistance to the City of Zephyrhills (City) related to its Solid Waste Cost of Services (COS) and Rate Study.

Background

The City Sanitation Division is funded through a Solid Waste Enterprise Fund, via a Non Ad Valorem (NAV) tax included with property taxes, with NAV revenues intended to cover 100 percent of solid waste service costs. The City has experienced tremendous population growth since the last Rate Study performed by KCI in 2016 and is currently the largest municipality within Pasco County with an estimated population of 19,666.¹ The City's current system services approximately 7,000 residential households and over 640 commercial customers. The Sanitation Division collects over 11,000 tons of solid waste each week.² The City provides high-quality solid waste services to its residents which is reflected in very low citizen complaints.

The 2016 Rate Study conducted by KCI included analyses of solid waste operations and the then current semi-automated collection of solid waste. Based on results of that project the City converted to fully automated collection of solid waste in 2019 and implemented an annual increase to the solid waste rates based on the annual increase of the Consumer Price Index (CPI). However, that annual CPI increase (which equates to a current per household rate of \$14.63 per month) has not been enough to keep up with the City's growth and solid waste industry cost increases that have exceeded CPI.

Residential curbside services currently include automated cart-based trash twice per week, bin-based recyclables once every other week, and on-call yard waste up to four times monthly. Materials accepted in the recycling program include aluminum and metal cans, plastic containers #1-5, and #7 (no #6 or unmarked plastics), newspaper, paper, and cardboard. Yard waste is to be placed in bags or bundles (with items less than four feet long and six inches in diameter). Yard trash is limited to 10 bags/bundles per collection event and no more than four pickups per month.

Customized solid waste and recycling services are provided to commercial customers within the City limits including carted, dumpster, compactor, and roll-off services.

¹ University of Florida Bureau of Economic and Business Research (BEBR) Florida Estimates of Population 2024 (<https://bebr.ufl.edu/population/population-data/>)

² City of Zephyrhills, FL website (<https://www.ci.zephyrhills.fl.us/209/Sanitation>)

The purpose of this project is to 1) conduct a cost-of-service analysis and (2) develop a rate model to help ensure the financial integrity of the City's Sanitation Division over a five-year planning period.

Scope of Work

KCI understands that the City will use the results of this project to determine a strategy for rate restructuring, if necessary, in order to fully fund the Division and have equitable distribution of fees for services provided. Provided below are the proposed tasks and activities we anticipate conducting during each task. These tasks can be revised as needed to meet the City's needs and objectives.

Task 1 – Collection of Data and Information

City-provided data and information will be used as a baseline for developing a comprehensive cost of services. Task activities will include the following:

- Conduct a virtual project kick-off meeting with appropriate City staff to clearly define the City's goals and objectives for this project.
- Review information readily available in KCI's database of records.
- Request and review additional relevant data and information from the City. Following is a list of information typically requested.
 - City ordinances and policies.
 - Existing NAV rate structure and commercial rates broken down by service type.
 - Detailed, actual operating costs and revenues for the preceding three fiscal years.
 - Detailed approved budget for the current year and any previously prepared budget projections for future years.
 - Capital improvement plans and budgets for the current year and beyond.
 - Vehicle and equipment inventory, purchase date, purchase price, operating costs, maintenance and repair costs, and replacement schedule.
 - Employee roster and salary information.
 - Collection route data (e.g., number of scheduled routes per day by service and route sizes).
 - If applicable, tipping fees for the previous three fiscal years and current year, as well as any projected increases in tipping fees.
 - Copies of any relevant solid waste contracts or inter-local agreements (e.g., recyclables processing, composting, disposal, etc.) and current fees associated with these contracts.
 - Customer data for the previous three fiscal years and current fiscal year (number of accounts by type of service).
 - Tonnage data for the previous three fiscal years and current fiscal year to date by type of waste and service type (residential solid waste, commercial solid waste, etc.).
 - Population and business growth projections developed by the City's Planning Department.
 - General Fund reimbursement and Enterprise Fund reserve requirements.
 - Any other pertinent program or operational information.

Deliverables

- Participation in virtual kick-off meeting.
- Information Request.

Task 2 – Benchmarking of Rate Structure

KCI will conduct a benchmark analysis to compare the City's customer rates and solid waste services against similar municipalities.

- Survey up to six Florida cities regarding their solid waste services. The following information will be requested:
 - Current Contract Rate
 - Annual Rate Billed to Customer
 - Type of Procurement and Negotiation
 - Collection Providers / Vendors
 - Type of Garbage Collection
 - Type of Recyclables Collection
 - Contract Term
 - Number of Districts
 - Number of Households
 - Exclusive Commercial Collection
 - Tipping Fees

Deliverable

- Develop and update a collection rates matrix with associated data and information in Excel spreadsheet format.

Task 3 – Cost of Services Modeling

Based on Task 1 and 2 results, the COS analysis will provide quantitative information regarding the Division's activities that will be helpful to make appropriate rate-setting. KCI anticipates that allocating costs by lines of business will be an interactive process with City staff. Task activities will include the following:

- Allocate revenues and service-related expenses for each line of business across service events, (e.g., cost per customer per collection event).
- Allocate administrative and non-departmental expenses across cost of collection.
- Review assumptions and allocations used to develop COS with City staff.
- Compile an estimated COS for each service based on generator type.

Deliverable

- COS analysis, submitted electronically in Excel spreadsheet format.

Task 4 – Rate Model

Based on the estimated COS, KCI will model rates to span a five-year planning period. The model will incorporate any findings from Tasks 2 and 3 approved by the City. Future revenues and costs, including

operational expenses, equipment repair and replacement, infrastructure and capital costs, and long-term liabilities and debt service, will be forecasted. KCI will review all model assumptions with City staff. Task activities will include the following:

- Develop a baseline model and up to two different rate structure scenarios, as defined in conjunction with City staff. This will likely be an iterative process in which the results of one scenario may lead to desired adjustments in the next scenario.
- Work with City staff to recommend rate structure modifications that will help to ensure the long-term viability of the solid waste system and Enterprise Fund and provide equity of rates between service and generator type.
- Develop a proposed fee schedule based on the rate structure, fees, and policies approved by the City.
- Prepare a technical memorandum that documents the final approved rate structure, as well as the assumptions on which the model is based and the various scenarios that were modeled.
- Provide the City with the Excel spreadsheet rate model. All assumptions will be clearly defined within the model and linked to other spreadsheets throughout the model.
- At the City's request, present the proposed rate structure to City Council.

Deliverables

- Rate model baseline and up to two rate model scenarios, submitted electronically in Excel spreadsheet format.
- Draft and final technical memorandum, submitted electronically.
- Participation in up to two meetings with City staff including a presentation of the proposed rate structure to City Council, if requested.

Budget and Schedule

To conduct the scope of work outlined above, it is KCI's understanding that the City will be piggybacking on KCI's agreement with Manatee County, FL, which was competitively procured. The rates in this agreement, which are provided below, will be honored for the above scope of work.

LABOR CATEGORY	HOURLY RATE
Principal	\$235
Project Director	\$190
Project Manager	\$170 - \$185
Senior Consultant	\$130 - \$165
Consultant	\$105 - \$125
Research Analyst	\$85 - \$100
Administrative/Tech Support	\$75

The budget provided herein is based on our current understanding of the project. Because of the potential variability in the level of effort required to complete this project, KCI proposes to conduct this scope of work on a time-and-materials basis for an amount not to exceed \$42,500 without the City's prior approval. Our proposed budget is inclusive of all labor, overhead, and expenses. Labor will be invoiced at the rates listed above.

Upon notice to proceed, KCI will work with the City to develop an acceptable timeline.

We would be happy to discuss and refine the scope and budget to ensure the City's needs and objectives are met. We appreciate the opportunity to submit this scope and look forward to working with you on this project. Please do not hesitate to contact me if you have questions or wish to discuss our proposal.

Sincerely,

Kessler Consulting, Inc.



Mitch Kessler
President



February 10, 2025

City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Re: Cooperative Purchasing Approval

Kessler Consulting, Inc. (KCI) hereby provides approval for the City of Zephyrhills, FL (City) to utilize KCI Agreement 16-1984FL with Manatee County, FL (County) under a Cooperative Purchasing Agreement. This Agreement was competitively procured and the County allows for Cooperative Purchasing by other Florida cities/counties.

Please feel free to contact us if you need any additional information.

Sincerely,

Kessler Consulting, Inc.

Mitch Kessler
President
mk@kesconsult.com
(813) 971-8333 x11

MANATEE COUNTY GOVERNMENT

INTENT TO NEGOTIATE

SUBJECT	Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Program	DATE POSTED	MC <u>X SE 8/12/16</u> DS <u>X SE 8/12/16</u> CC <u>N/A</u>
PURCHASING REPRESENTATIVE	Frank Lambertson, Ext. 3042	DATE CONTRACT SHALL BE AWARDED	August 19, 2016
DEPARTMENT	Utilities Department	CONSEQUENCES IF DEFERRED	These services are currently not available to the County
SOLICITATION	RFP 16-1904FL	AUTHORIZED BY DATE	Melissa Wendel, CPPO Purchasing Officer August 12, 2016

NOTICE OF INTENT TO NEGOTIATE

Notice of Intent to Negotiate with Kessler Consulting Inc., Tampa, FL for Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Program. 8/12/16

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.

Manatee County Code of Laws

BACKGROUND/DISCUSSION

PROJECT BACKGROUND:

Manatee County requires professional solid waste collection, recycling, special waste and reduction programs to assist the County with a variety of solid waste related services.

The Consultant performs, as required, all of the services necessary for the various solid waste projects. Projects may include a variety of tasks associated with planning, evaluation, development, and implementation of solid waste collection, recycling, special waste and reduction programs. Experienced technical expertise and assistance are required in the performance assessment of existing programs, expansion of programs, new initiatives, public education and outreach, and reporting requirements on an as needed, assignment by assignment basis. The consultant shall also provide miscellaneous services and support to the Department which may include presentations to the Board of Commissioners, other government entities, citizen groups, and regulatory agencies.

SOLICITATIONS:

The RFP was advertised on the Manatee County website, DemandStar, and was also provided to the Manatee County Chamber of Commerce for release to its members. Three (3) proposals were received.

Conex Recycling Corp., Alpharetta, GA
Kessler Consulting Inc., Tampa, FL
SCS Engineers, Tampa, FL

EVALUATION COMMITTEE (VOTING) MEMBERS:

Name, Title, Department

Diana Linville, Energy Manager, Property Management Department
Renee Detweiler, Superintendent-Solid Waste Enforcement, Utilities Department
Frank Lambertson, Contracts Negotiator, Financial Management Department (chairperson)

ATTACHMENTS (List in order of attached)	N/A	FUNDING SOURCE (Acct Number & Name)	☒ Funds Verified ☐ Insufficient Funds
COST	\$50,000	AMT/FREQ OF RECURRING COSTS (Attach Fiscal Impact Statement)	None

EVALUATION COMMITTEE (NON-VOTING) MEMBERS:

Name, Title, Department

Gus DiFonzo, Deputy Director, Utilities Department

EVALUATION RESULTS:

The initial evaluation committee meeting was held to discuss procedures and responsibilities of evaluation committee members, the proposals received and subsequently, developed a shortlist for oral presentations which consisted of Kessler Consulting Inc., Tampa, FL and SCS Engineers, Tampa, FL

Oral presentations were delivered to the Committee on July 18, 2016 by the two (2) shortlisted firms. The Committee continued the acquisition process with the committee's recommendation to County Administrator by recommending Kessler Consultants Inc.

Kessler Consultants, Inc., Tampa, FL – Kessler Consultants demonstrated exceptional qualifications in their proposal and oral presentation. The firm provides an organization that has vast experience in Florida markets (28 years) and is familiar with the County's solid waste goals and objectives due to their years of experience with the County. Additionally, the firm detailed its approach to the County's upcoming waste haulers acquisition which was innovative, yet practical; a support staff that adds value to all levels of the firm's performance; and has always expressed a willingness to work with the County meeting its solid waste needs and objectives.

SCS Engineers, Tampa, FL – SCS's presentation supported their experiences and expertise as described in their proposal and delivered satisfactory oral presentation. Highlights of the evaluation committee comments include staff in Tampa that could conduct projects in house and has additional resources throughout the US should there be a need. The firm provides similar services to the City of West Palm Beach, FL and Santa Rosa County, FL. However, they were not evaluated as high as the selected firm.

REMAINING RESPONDENTS:

The remaining respondent, although well qualified, were not selected based on a comparison of capabilities of the selected firms.

Conex Recycling Corp., Alpharetta, GA

ESTIMATED COST OF SERVICES:

\$50,000.00

FUNDING:

480 0011000 534000

The above justifications are a generalized summary of major observations intended only to provide the County Administrator a sufficiently detailed overview of the main observations of a majority of Committee Members. Each Committee Member may have considered one or more facts or factors more or less important than the other Committee Members when voting, and this summary of the Evaluation Committee's decision is not an attempt to exhaustively describe each of the relevant factors which motivated each of the Committee Members to select the rankings described.

The Committee voted 3-0 to proceed with the selected consultant Kessler Consulting Inc., Tampa, FL

The resulting agreements will be managed by the Solid Waste Division, Utilities Department.



**Proposal in Response to RFP 16-1984FL
for
Professional Services for Solid Waste Collection,
Recycling, Special Waste and Reduction Programs**

June 10, 2016



Prepared for: **Manatee County Purchasing Division**
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

Submitted by: **Kessler Consulting, Inc.**
innovative waste solutions
14620 N. Nebraska Ave., Bldg. D
Tampa, FL 33613
813-971-8333

We Walk the Walk!

Green Practices of the Kessler Consulting Team

We work in a green office.

-  KCI is proud to be a carbon neutral company.
-  We received the Earth Charter U.S. 2008 Sustainable Business award.
-  We have been an EPA WasteWise member since 1999 and were named the 2002 National Small Business Champion.
-  We have been recognized by the Florida Department of Environmental Protection for our outstanding recycling efforts.
-  We utilize on-site recycling and food waste composting, double-sided printing, equipment reuse, low-flow water products, xeriscaping, nontoxic cleaning supplies, energy-efficient lighting and equipment, and thermostat control programs to reduce waste and conserve energy and water.
-  We purchase all of our paper products with post-consumer recycled content and utilize reusable/refillable items such as pens, pencils, and ink and toner cartridges.
-  We utilize hybrid sedans for all automobile travel.
-  KCI's employees volunteer significant professional time to sustainable endeavors, including the Solid Waste Association of North America (SWANA), SWANA Sunshine Chapter, U.S. Composting Council, U.S. Green Building Council, Florida Green Building Coalition, Recycle Florida Today, ASTM International, and other solid waste and recycling organizations.

We live in green homes.

-  We actively recycle.
-  Many of our employees compost food and yard waste, xeriscape, grass-cycle, and practice home water conservation as a general practice.
-  Many of our employees use Energy Star® rated appliances, compact fluorescent light bulbs and low flow toilets and faucets.
-  Some of our employees utilize solar panels to generate a portion of their electrical needs.

Kessler Consulting, Inc. is a member of, or was awarded, the following:





June 10, 2016

Evaluation Committee
Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

Re: **RFP for Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Programs**

Dear Evaluation Committee:

Kessler Consulting, Inc. (KCI) is pleased to submit this proposal in response to the above-referenced Request for Proposal (RFP). KCI has a 16-year history working with Manatee County (County) on a variety of successful solid waste projects. As demonstrated in this proposal, our extensive experience combined with our knowledge of the local industry marketplace, makes us uniquely qualified to assist the County in its future solid waste projects.

KCI is a leader in solid waste management planning and has a comprehensive understanding of all of its phases, with a particular emphasis on waste diversion and recycling. Since 1988, we have provided practical and innovative consulting services to more than 200 public and private sector clients. We believe we are the most qualified firm to assist Manatee County.

➤ **We Know Manatee County**

KCI has enjoyed a 16-year relationship with Manatee County successfully completing a variety of solid waste projects. Most recently KCI assisted in negotiating renewal of the County's collection franchise agreements, and we are currently assisting with the transition to single stream recycling. KCI has also helped with competitive procurements, conducted rate studies and financial analyses, performed waste composition studies and audits, developed commercial recycling recommendations, and implemented one of the first Green Building projects in Florida.

In addition to working with Manatee County, KCI has also had long, successful relationships with many of your neighboring counties and local municipalities. Located just 45 minutes from Lena Road Landfill, KCI considers Manatee County our "backyard." **We stay current on what happens locally and nationally in our industry.**

➤ **Manatee County Knows KCI**

The same KCI staff that managed and directed the County's past projects are the same staff that we are proposing for the County's future projects. As KCI Principal, I am ultimately responsible for the work we do for you. Robin Mitchell, KCI's Director of Technical Services,

will continue as Project Director. Don Ross, Miriam Zimms, or Peter Engel will serve as Project Manager depending on the focus of the project at hand. Additional KCI staff members, including Lisa Lamppert and Shane Barrett, will provide subject matter expertise. Our project team members have hands-on experience running collection operations, operating composting facilities, and implementing material recovery programs. We not only design programs on paper, we have implemented them in the field.

➤ **A Winning Partnership**

Our knowledge of Manatee County and the successes of our past and ongoing partnership will enable us to hit the ground running with no learning curve. Our local and national industry knowledge makes us highly qualified to help the County evaluate options and ensure the long-term viability of its solid waste management system. KCI has the expertise and experience to effectively and efficiently assist the County in any of the projects listed in the RFP.

➤ **We Deliver Results**

Most importantly, we understand there is no one right answer for everyone. The program ideas and system recommendations we develop are specific to the client and practical and economical to implement. As a company, KCI is not interested in developing reports that sit on a shelf. We focus on practical and actionable recommendations, and have the hands-on experience to assist in implementing these recommendations. Our depth of knowledge coupled with our understanding of the County will bring about measurable results for Manatee County.

We look forward to the opportunity to continue our relationship with the County. We are committed to providing the highest quality and value-added professional solid waste planning services on time and within budget. KCI always completes its deliverables and delivers results.

KCI's sole focus is innovation and sustainability in solid waste management planning. Unlike other consultants, we have no vested interest in collection, processing, or disposal equipment or the construction and design of such facilities. We have no biases due to affiliation or involvement with packaging companies or other groups whose self-interests may be in opposition to diversion goals. As such, KCI is truly independent and has no conflict of interest.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Kessler Consulting, Inc.



Mitch Kessler
President

Table of Contents

Section 1: Minimum Qualifications and Experience	1
1.1 Minimum Qualifications (Licensing)	1
1.2 Minimum Experience	6
 Section 2: Administrative Submittal	 23
 Section 3: Information Regarding KCI	 27
3.1 KCI's Background and Qualifications	27
3.2 References	32
3.3 KCI's Legal Capacity.....	35
3.4 Principal and Key Personnel.....	36
3.5 Ownership Interest	55
3.6 Staffing Level.....	56
3.7 Authorization to Audit	57
3.8 On-Point Collection and Recycling Projects.....	58
3.9 Proposed Cost	61
3.10 Grant and Funding Experience.....	62
3.11 Statement of Qualifications	64
3.12 Additional Information	65

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Section 1:

Minimum Qualifications and Experience

1.1 Minimum Qualifications (Licensing)

Kessler Consulting, Inc. (KCI) is a solid waste consulting firm incorporated in the State of Florida. The following documents are provided to document that the firm is licensed to provide the services outlined in the RFP:

- State of Florida Department of State Corporate Certification
- Hillsborough County Business Tax Receipt
- Hillsborough County Small Business Registration
- City of Tampa Small Local Business Enterprise Certification

State of Florida Department of State

I certify from the records of this office that KESSLER CONSULTING, INC. is a corporation organized under the laws of the State of Florida, filed on January 16, 1991, effective January 15, 1991.

The document number of this corporation is S25418.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 9, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of March, 2016*



Ken Detjen
Secretary of State

Tracking Number: CC8215564068

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

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

2015 - 2016		HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT		EXPIRES SEPTEMBER 30, 2016		ACCOUNT NO 22620	
OCC. CODE 280.052006 Public service		10 Employees		Receipt Fee		54.0	
				Hazardous Waste Surcharge		0.0	
				Law Library Fee		0.0	

2015-2016

BUSINESS KESSLER CONSULTING INC
14620 N NEBRASKA AVE BLDG D
TAMPA, FL 33613

NAME KESSLER CONSULTING INC
MAILING 14620 N NEBRASKA AVE BLDG D
ADDRESS TAMPA, FL 33613

BUSINESS TAX RECEIPT **DOUG BELDEN, TAX COLLECTOR**
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

PAID 14-625-070209
07/14/2015 54.00

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

10/29/2014

Hillsborough County, FL - Official Website - Vendor Compliance System



Board of County Commissioners
Economic Development Department
Minority and Disadvantaged Business Development

Small Business Registration

Kessler Consulting, Inc.

HC-0280/14

Valid from October 29, 2014 - October 29, 2016

Approved Lines of Business:

Solid Waste Management Services

A handwritten signature in black ink, reading "Sheila Hudson", is positioned above the printed name and title of the official.

Sheila Hudson
Minority and Disadvantaged Business Manager
Economic Development Department

<https://hillsboroughcounty.diversitycompliance.com/FrontPage/DiversityMain.asp?XID=3786>

1/1



1.2 Minimum Experience

KCI and Manatee County have enjoyed a successful working relationship for the past 16 years. We know the County and its staff, we know the local solid waste infrastructure, and we know your future goals and objectives. Perhaps the best way to demonstrate KCI's on-point project experience is to highlight the accomplishments and results we have helped Manatee County achieve during the past 16 years. In addition to working with the County, we have also assisted the Town of Longboat Key and several of the neighboring counties and municipalities, including:

- Sarasota County
 - Sarasota
 - Venice
- Pinellas County
 - Largo
 - Indian Rocks Beach
 - Dunedin
 - Belleair
- Hillsborough County
 - Tampa
 - Plant City
- Polk County
 - Winter Haven
- Pasco County
 - Zephyrhills

As you review the following Manatee County projects, you will notice that the majority of our staff that worked on these projects are our same staff that we are proposing for your future projects. We know and understand Manatee County's solid waste system, eliminating the learning curve and allowing us to initiate projects and achieve results quickly and efficiently.

The following projects conducted for the County are provided to show our substantial, current, and verifiable experience in performing the services described in the RFP. The period of work, staff members, and their roles, including Project Director (PD) and Project Manager (PM) are provided for each.

Manatee County Projects



Single Stream Recycling Transition

Period of Work: October 2015 – Ongoing
Key Personnel: Robin Mitchell (PD), Don Ross (PM), Shane Barrett (Transition Team), Miriam Zimms, Taylor Cremo (Education and Outreach)

KCI is currently assisting the County in transitioning from the two-bin, dual-stream recycling program to an automated, carted single stream program. KCI is helping to coordinate the project transition team, which includes two collection franchisees, cart manufacturer, and assembly and distribution (A&D) crews to ensure that the program rollout is a success. Transition activities include managing the project timeline, leading team meetings, reviewing all information provided by the franchisees and ensuring that all of the individual tasks are being completed. KCI is also aiding in the development and execution of the County's education and outreach (E&O) plan, which includes drafting text for rack cards, brochures, flyers and other outreach materials, and aiding in decisions regarding the best use of allocated funds. Deployment of roll carts will begin in July and service will start immediately following the receipt of the carts. All County residents will have carts and single stream recycling service by October 1, 2016.

Rate Model; Update and Enhancement

Period of Work: April – August 2013; June 2014 – September 2015
Key Personnel: Robin Mitchell (PM), Lisa Lamppert (Financial Modeling)

KCI originally developed a dynamic rate model for Manatee County in 2013 that projects customer units, expenses, and revenue. It also calculates the blended rates for the County's two service districts. The rate model was utilized to model various scenarios involving service rate and tipping fee changes that would help ensure the financial stability of the solid waste enterprise fund over the course of the planning period.

In 2014, the County requested KCI to update and enhance the rate model previously developed to account for proposed systematic changes and expand the planning period. The rate model was used for iterative scenarios to evaluate various fee adjustment options necessary to ensure the long-term financial stability of the solid waste enterprise fund. **KCI assisted County staff in presenting proposed tipping fee and collection service fee increases to the Board of County Commissioners, which approved them unanimously.**

Collection Procurement/Negotiation

Period of Work: October 2013 – October 2014
Key Personnel: Mitch Kessler (PD), Robin Mitchell (PM)

KCI initially assisted Manatee County in developing a strategy for obtaining future residential and commercial solid waste collection services. The County was satisfied with the quality of service and services rates of the existing franchisees, but desired to increase its recycling rate by converting to carted single stream collection of recyclables. Therefore, KCI assisted in developing and implementing a renegotiation strategy in lieu of conducting a competitive procurement. **We were successful in negotiating a seven-year contract renewal in which the franchisees convert to single stream recycling and purchase all recycling carts with no increase in service rates.** This was accomplished with approximately half of the project budget; the remaining budget was utilized for KCI to assist with the beginning of the service transition.

Two-Season Waste Composition Study

Period of Work: August 2011 – October 2012
Key Personnel: Robin Mitchell (PD), Shane Barrett (PM)

KCI conducted a two-season study of the composition of solid waste delivered to the County's landfill. The study included three generator sectors: single-family residential, multi-family residential, and commercial. KCI was responsible for all aspects of project planning, sorting activities, and report preparation. **The study revealed that 30 percent of the waste received at the landfill could have been recycled through existing County-sponsored recycling programs.** Another 30 percent could potentially have been composted. Study results are helping the County identify additional opportunities to increase recycling, the first of which was the decision to convert to single stream recycling.

Full Cost Accounting Model

Period of Work: March 2010 – October 2010
Key Personnel: Mitch Kessler (PD), Don Ross (PM), Maureen Schaefer (Modeling)

KCI provided technical assistance in complying with the Florida Department of Environmental Protection's (FDEP) requirement for counties to annually report the full cost of providing solid waste management services. Counties are required to publicly disclose the cost of collection, disposal, and recycling programs broken out by residential versus non-residential units. **KCI developed an easily-understood, user-friendly, and flexible Excel spreadsheet model for the County to use in future years to calculate the full cost of its services.**

Collection Service Procurement and Transition

Period of Work: May 2007 – October 2008
Key Personnel: Mitch Kessler (PD), Robin Mitchell (Procurement PM), Don Ross (Transition PM)

KCI assisted Manatee County with an RFP for residential and commercial collection of solid waste, yard waste, recyclables, and bulk waste. Project activities included researching collection rates and contract provisions in other Florida jurisdictions, proposing contract revisions, participating in final contract negotiations, and providing technical assistance as needed. **The procurement resulted in the County achieving one of the lowest residential rates in the State at that time, \$7.45/unit/month for curbside service.**

KCI also managed the countywide service transition from a single franchisee to two franchisees serving two distinct and separate service areas. The goal of the project was to preemptively identify transition issues and develop action plans to prevent their occurrence. KCI facilitated weekly team meetings between County staff and both franchisees during the three-month period prior to the commencement of service.

"The insight and experience that you brought to this process was invaluable. Equally important was your professionalism. You successfully developed the synergy necessary to complete this project on time and with an outcome that exceeded our expectations."

Ed Hunzeker
County Administrator
Manatee County, FL

Comprehensive Commercial Recycling Program

Period of Work: 2004 – 2006
Key Personnel: Miriam Zimms (PM), Peter Engel, Shane Barrett (Survey and Education)

To help Manatee County increase its commercial recycling participation, KCI developed a comprehensive commercial recycling strategy. Project activities were initiated by conducting focus groups and a business recycling survey of nearly 550 local businesses and institutions. Survey results showed that 61 percent were not actively recycling. KCI then assisted in developing E&O materials, which included a buy-recycled guide, commercial recycling brochure, and several presentations for use by County staff in expanding commercial recycling. Lastly, KCI developed a business waste assessment program for County staff to conduct onsite waste assessments. **The goal of this project was to give staff the tools needed to educate business owners and expand commercial recycling.**

Green Building Strategies: Hospital Construction (Innovative Grant)

Period of Work: 2003 – 2006
Key Personnel: Miriam Zimms (PM), Shane Barrett

KCI assisted the County in garnering \$200,000 in grant funds from the Florida Department of Environmental Protection (FDEP) Innovative Recycling Grant Program. Through this project, KCI assisted Blake Medical Center in implementing “Green Building” strategies in the design and construction of a \$40 million surgical suite. Project activities included convening an expert green building task force to aid in the building design, providing C&D debris waste reduction and recycling assistance, conducting a pollution prevention assessment, providing waste reduction assistance, and developing a green building materials guide and case study report on the project’s results.

FDEP ranked the Blake Medical Center as the top innovative grant proposal for FY 2002-2003.

Evaluation of Waste Diversion Programs

Period of Work: 2002 – 2003
Key Personnel: Miriam Zimms (PM)

KCI executed a study to benchmark existing waste diversion activities, including current single-family and multi-family recycling programs. Project activities included evaluating high-volume commercial waste generators, conducting a C&D debris visual waste characterization study, and analyzing existing diversion and collection programs. ***This study identified and recommended opportunities to improve program efficiencies, expand existing programs, and develop additional diversion programs.***

Annual State Reporting for Calendar Year 2000-2005 and Transition to County Staff

Period of Work: 2002 – 2003
Key Personnel: Miriam Zimms (PM), Shane Barrett

Under House Bill (HB) 851, passed by the 2002 Florida Legislature, each county is required to annually report to FDEP the amount of municipal solid waste generated, recycled, and disposed by County residents and businesses. For several years, KCI worked closely with County staff to ensure that all of the data required by FDEP was compiled and submitted correctly. KCI originally took the lead role in compiling this data, including identifying sources of additional recycling credit, reviewing FDEP-generated reports, and completing the four required data tables. In addition, KCI compiled the back-up documentation required by FDEP to verify each request for additional recycling credit. ***For the 2006 calendar year, KCI transitioned the report compilation tasks to County staff who have successfully completed this report annually using a methodology developed by KCI.***

Ongoing Legislative & Industry Updates

Key Personnel: Mitch Kessler, Robin Mitchell, Applicable Staff

As a service to our clients, KCI staff regularly monitor legislative actions related to our industry. We regularly participate in industry webinars and workgroups. It is our mission to provide our clients with the most up-to-date information and we do so by staying ahead of the curve and updating our clients via email.

Additional On-Point Project Experience

To further demonstrate our experience, expertise, and capabilities to conduct the range of services outlined in the RFP, the table below indicates just a few of the clients to whom we have provided services similar in scope and complexity. Additional details regarding select projects, as well as client contact information, follows.

Solid Waste Consulting Services Provided	Charleston County, SC	Durham County, NC	Emerald Coast Utilities Authority, FL	Fort Lauderdale, FL	Hillsborough County, FL	Indian River County, FL	Okaloosa County, FL	Pinellas County, FL	Sarasota, FL	Sarasota County, FL
1. Studies related to solid waste, recycling, and reduction issues	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2. Studies into innovative recycling, waste processing, and collection trends	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3. Program development and strategic planning	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4. Ordinance review, research, and development	✓				✓	✓	✓	✓	✓	✓
5. Solid waste and recycling awards and grants	✓		✓	✓	✓	✓	✓	✓	✓	✓
6. Cost projections and financial modeling	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
7. Waste composition and generation studies	✓	✓	✓	✓	✓	✓	✓	✓		✓
8. Education and outreach program assistance	✓			✓	✓		✓		✓	✓
9. Service procurements and contract negotiations	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
10. Feasibility studies and pilot program management	✓		✓	✓	✓		✓	✓		✓
11. Commission workshop participation/presentations	✓		✓		✓	✓	✓	✓	✓	✓
12. Solid waste rate reviews and studies	✓			✓	✓		✓	✓		✓
13. Completion of FDEP's annual recycling reports					✓	✓	✓			
14. Provide regular updates to the States 75% recycling goal	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
15. Prepare work assignments and scope of services	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
16. Emergency onsite availability and/or disaster assistance	✓			✓						

Charleston County, South Carolina

Contact:: Joe Dawson, County Attorney, (843) 958-4010



Solid Waste Management Master Plan

Period of Work: 2008 – 2009

Key Personnel: Mitch Kessler (PD), Miriam Zimms, Peter Engel

KCI's initial work was to develop the county's "Green for Green" Solid Waste Master Plan for Charleston County. This work entailed a comprehensive operational and financial assessment and analysis of all aspects of the county's solid waste system – collection, recycling, yard waste composting, waste-to-energy, landfill, and the user fee that finances all county waste infrastructure and programs. The analysis then considered various interim and long-term recovery and disposal alternatives. Throughout the process, KCI facilitated and managed a Council appointed resident and business-led green team to garner community involvement and buy-in. KCI's efforts culminated in a Master Plan that establishes the county's goal to become the premier waste management program in the Southeast and provided specific direction to accomplish it.

"Under KCI's watch, we have tripled our recycling rate and cut \$18 million from our annual solid waste budget. Outstanding!"

Teddie E. Pryor
Council Chairman
Charleston County, SC

Based on the goals of the Master Plan, KCI has subsequently worked with the county to implement programs, operational improvements and infrastructure that have tripled the county's recovery rate while cutting \$18 million from the county's solid waste budget. Following are brief descriptions of some of the work KCI has completed for the county.

Waste and Recyclables Composition Studies

Period of Work: 2009 - 2015

Key Personnel: Mitch Kessler (PD), Robin Mitchell (PM), Shane Barrett

KCI has conducted multiple characterization studies for the county which have a) provided the baseline for initial strategic planning efforts and b) established ongoing benchmarks of program progress and opportunities for recovery enhancement. Studies completed by KCI to date include:

- 2009/2010 two-season residential and commercial waste composition study
- 2012 residential recyclable materials composition study
- 2013 commercial waste composition study
- 2013 residential single stream recyclable materials composition study
- 2015 residential single stream recyclable materials composition study

Collection Assistance

Period of Work: 2010 – 2014

Key Personnel: Mitch Kessler (PD), Don Ross (PM)

KCI evaluated the county's collection operations and developed a series of short- and long-term recommendations for operational improvements regarding curbside collection, drop site, and household hazardous waste operations, including staffing, safety and compliance, productivity and

cost reductions, operation planning, and continuity of operations/privatization. KCI subsequently provided technical assistance in the implementation of all recommendations, including the following major accomplishments:

- Single stream recycling collection pilot: KCI designed a six-month residential single stream recycling pilot program that included the first of its kind objective and quantifiable “Head to Head” pilot comparing two types of automated collection vehicles.
- Optimization of drop site and convenience center collection network: KCI conducted a detailed operational and financial analysis of the county’s drop sites and convenience centers that identified multiple opportunities to increase efficiency, reduce labor requirements, upgrade infrastructure, while also improving customer service. KCI developed recommendations, implementation plans, timelines, and budgets, and advised the county during implementation.
- Phased rollout of countywide single stream recycling collection: Based on the success of the pilot program, KCI designed and provided technical assistance during implementation of single stream recycling collection to approximately 113,000 households. Assistance included route planning, equipment allocation, collection system design, and data collection processes. Carts were equipped with radio frequency identification (RFID) tags for asset tracking, route visualization, and real-time data collection to accurately measure participation and set-out rates in order to enhance programs and drive continual improvement. Single stream service was also extended to all County School District properties and more than 2,500 multi-family and commercial properties.

Materials Recovery Facility

Period of Work: 2011 – 2016

Key Personnel: Mitch Kessler (PD), Peter Engel (PM)

KCI’s evaluation of the county’s existing MRF identified numerous opportunities to reduce costs and improve productivity. KCI provided technical assistance to the county for implementation of numerous improvements and modifications at the MRF. Accomplishments to date include:

- Privatized MRF operation: KCI assisted with the procurement of privatized MRF operations and negotiated a processing contract which provided savings/additional revenue to the county of over \$1 million per year.
- MRF renovations and single stream retrofit: Utilizing the results of recyclables composition studies, KCI worked with the county to develop the technical specifications and procurement of MRF renovations and conversion of the processing system to handle single stream recyclables.
- New MRF: KCI provided technical assistance and organization in all aspects of the development of a new, state-of-the-art MRF. KCI drafted general conditions and technical specifications for an innovative processing system RFP, and integrated design-build RFP, and a subsequent operator RFP. With each document, KCI proposed language, a timeline and a review process. To date, KCI has provided assistance and recommendations on site evaluations, financial analysis, and preliminary site designs for consideration by the county. KCI also spearheaded the processing system procurement, analyzing proposed systems and leading two rounds of vendor meetings to equalize proposals for county selection.

Organics Recovery

Period of Work: 2010 – 2013
Key Personnel: Mitch Kessler (PD), Miriam Zimms (PM)

KCI's evaluation of the county yard waste composting facility identified numerous opportunities for improvement which addressed site design and layout, composting methodology, materials handling practices, staffing, productivity improvements and cost reduction. KCI has worked closely with county personnel to convert the facility into an award-winning showcase for food and yard waste composting. Accomplishments include:

- Redesigned and expanded the facility and modified composting methodology to handle all yard waste collected in the county which tripled its yard waste recycling rate.
- Increased compost quality by banning plastic bags.
- Improved compost operational efficiencies.
- Implemented a commercial food waste pilot program and then assisted with full-scale roll-out. The county has a 1,000 ton/week permit to handle food waste along with yard waste.

Waste Reduction and Recycling Program

Period of Work: 2010 – 2013
Key Personnel: Mitch Kessler (PD); Miriam Zimms (PM)

KCI developed and assisted in implementing a multi-faceted waste reduction and recycling program for Charleston County. Key elements of the program include the following:

- Multi-family residential program – KCI developed a tool kit for property managers that includes recycling and right-sizing flyers, waste assessment forms, and a partnership agreement. KCI also developed a tool kit for residents, which includes a newsletter, door hanger, refrigerator magnet, and educational flyer. As of August 2012, over 120 properties with over 570 units have begun participating.
- Commercial/Institutional (C/I) program – KCI developed a comprehensive plan, educational materials, and a business guide. KCI trained county staff to perform visual waste assessments to assist businesses to maximize waste reduction and recycling. To date, over 800 waste assessments have been conducted and over 1,000 participants added to the program.
- Education and tour program – KCI developed an education awareness program that included a revamped newsletter and redesigned Community Education Center at the MRF.
- Parks and recreation program – KCI recommended an expanded recycling program at the county's largest park that included additional recycling containers, signage to educate the public, and food waste recovery. This program is now serving as the model for all other county parks.
- Public spaces program – KCI conducted a waste assessment at the North Charleston Coliseum and Performing Arts Center and made recommendations to expand the existing recycling program to include new employee training, an EPP program, and additional marketing to the public including web pages, advertising, and special events. The managers of these facilities have implemented many of the recommendations to improve recycling operational efficiencies and awareness to the public.

City of Durham, North Carolina

Contact: *Donald M. Long, Solid Waste Director, (919) 560-4186*



Solid Waste Strategic Planning and Service Procurement

Period of Work: August 2011 – June 2013
Key Personnel: Mitch Kessler (PD), Robin Mitchell (PM)

In Phase 1 of this project, KCI, as part of a project team, assisted in developing a strategic solid waste management plan for the City of Durham. The planning process entailed evaluating the city's existing recyclables processing and waste disposal contracts and systems, and then developing a strategic plan for improving the efficiency and cost-effectiveness of these systems.

During Phase 2 of the project, a competitive procurement was conducted for the following solid waste services: (1) design, construction, and operation of a transfer station at the city's solid waste disposal facility, (2) solid waste disposal, and (3) processing and marketing of the city's recyclable materials. KCI assisted in developing the RFP and associated addenda, reviewing the six submitted proposals, preparing a price comparison table, and providing technical assistance to the evaluation committee. The committee short-listed two firms for the transfer/disposal service and two for recyclables processing.

"On behalf of the City, KCI negotiated a transfer and disposal agreement that reduced fees while including the construction of a new transfer station which will become the City's in 20 years."

Donald Long
Solid Waste Director
Durham, NC

KCI facilitated final negotiations with the short-listed firms during Phase 3 of the project. KCI also drafted the two final contracts for transfer/disposal and recyclables processing. The final contract negotiations resulted in a decrease in transfer/disposal fees, inclusive of construction of a new transfer station, the ownership of which will revert to the city in 20 years. The final processing contract negotiations resulted in approximately a 50 percent increase in recycling revenue to the city.

Comprehensive Waste and Recyclables Characterization Study

Period of Work: August 2015 – January 2016
Key Personnel: Robin Mitchell (PM), Shane Barrett, Ryan Graunke

KCI conducted a study to characterize the municipal solid waste (MSW) delivered to the city's transfer station to determine the composition of MSW disposed in the city's single-family residential, multi-family residential, commercial, and construction and demolition (C&D)/bulky waste streams. KCI also conducted a concurrent recyclables composition study to determine the composition of recyclable materials collected in the city's curbside recycling program. As part of this study, KCI was also requested to provide a conceptual approach to divert 65 percent of the material delivered to the transfer station from disposal by 2025. To identify potential waste diversion opportunities, KCI applied the characterization study results to the various sources, types, and quantities of materials received at transfer station. Results revealed that 21 percent of the materials received were diverted from disposal, an additional 16 percent consisted of fiber and

containers included in the city's existing program, and 15 percent consisted of materials that could have been composted.

Emerald Coast Utilities Authority, Pensacola, Florida

Contact: Randy Rudd, Deputy Executive Director of Shared Services, (850) 969-3393



Material Recovery Facility Procurement Assistance

Period of Work: July 2015 – Ongoing
Key Personnel: Mitch Kessler (PD), Peter Engel (PM), Miriam Zimms, Ryan Graunke

KCI is currently assisting the Emerald Coast Utilities Authority (ECUA) in the procurement and development of an Authority-owned MRF. KCI initiated the project by reviewing and shortlisting potential vendors based upon ECUA's short- and long-term goals. KCI then assessed various recycling and processing scenarios including different types of processing options, ownership and operational responsibility options, regionalization opportunities, and flow control issues. Once the framework of the facility was determined, KCI assisted ECUA through two procurements for the processing equipment vendor and MRF operator. KCI evaluated vendor proposals, worked side-by-side with ECUA during vendor selection and contract negotiation. Construction of the MRF is currently underway, scheduled for commissioning in 2016. With the assistance of KCI, ECUA was able to construct their MRF, from procurement to commissioning, in less than a year.

Biosolids Compost Operations and Marketing

Period of Work: September 2013 – Ongoing
Key Personnel: Mitch Kessler (PD), Peter Engel (PM), Miriam Zimms, Ryan Graunke

KCI provided technical assistance to ECUA in all steps of designing and implementing its biosolids composting facility, which composts ground yard waste with biosolids. KCI conducted a mass balance study to determine tonnage limits and a composting maturation analysis to identify site requirements. KCI then helped with the conceptual design of the site by developing an operations plan, identifying equipment specifications, and preparing permit applications to the FDEP. Once construction of the site was completed, KCI facilitated the start-up by training ECUA staff in the modified static aerobic pile (MSAP) composting method, which is a novel composting method that expedites the composting process while reducing operating costs and potential odors issues. KCI also trained staff in equipment operation and all regulatory monitoring requirements. KCI is currently working with ECUA to identify potential end-user markets for the finished compost.

Recyclables Composition Study

Period of Work: October 2015 – December 2015
Key Personnel: Mitch Kessler (PD), Robin Mitchell (PM), Ryan Graunke

KCI conducted a one-season recyclables composition study for ECUA. This study sampled single stream recyclables collected in Escambia and Santa Rosa Counties in order to determine the composition of recyclables that ECUA will be receiving and processing at its proposed MRF. The study provided a breakdown, by percentage, of the individual types of materials and contaminants found in the recyclables stream. The study revealed that over 60 percent of single stream recyclables consisted of paper and fiber materials, and recyclable containers comprised approximately 20 percent. The remaining 20 percent were contaminants and other non-recyclable

materials. ECUA used the results of the study for finalizing the development of its proposed MRF and for calculating the average market value of the recyclables it will be processing. KCI was responsible for all aspects of project planning and execution.

Hillsborough County, Florida

Contacts: Kim Byer, Solid Waste Division Director, (813) 272-5977 x43131



Waste Composition Study

Period of Work: February 2015 – April 2015
Key Personnel: Don Ross (PD), Robin Mitchell (PM), Shane Barrett

KCI conducted a 5-day sampling and sorting event at the Resource Recovery Facility (RRF) to determine the composition of the waste stream disposed at the county's various disposal facilities. To increase the efficiency of the study, KCI worked with the three franchised haulers to direct haul loads from across the county to the RRF for inclusion in the study. Representative samples from 40 loads of waste were collected and sorted into 36 defined material categories. **Results revealed that nearly 40 percent of residential and commercial waste currently disposed consists of recyclable fiber and containers and other accepted recyclable materials. In addition, organic materials, which have the potential to be composted, make up an additional 30 percent of the countywide waste streams.**

Comprehensive Recyclables Composition Study

Period of Work: February 2014 – January 2015
Key Personnel: Don Ross (PD), Robin Mitchell (PM), Shane Barrett

KCI conducted a 6-day recyclables composition study at Progressive Waste Solution's (PWS) transfer station to sample and sort incoming loads of residential recyclables. The study included the sampling and sorting of 45 loads of recyclables. During the sorting event, KCI was responsible for developing the sampling schedule, coordinating with haulers, developing sorting and sampling protocols, worker training, sample selection and sorting, data analysis, and report preparation. KCI then oversaw a backend, post-processing, mass-balance composition study conducted at the PWS MRF. During this study KCI was responsible for overseeing the processing of all materials, sample selection and sorting, weighing of baled materials, overall material flow and the reconciliation of all data weights following the sort. KCI also assisted the county in ongoing negotiations with PWS throughout the sorting events.

Transfer Station Operational Assessment

Period of Work: July 2013 – February 2014
Key Personnel: Don Ross (PM), Shane Barrett, and Lisa Lamppert

KCI assisted Hillsborough County with a pre- and post-construction operational analysis by conducting an operational assessment of its transfer station operations network. Through both physical audits, and a review of pertinent data such as weight tickets, employee timecards, and fleet equipment lists and associated costs, KCI assessed the county's transfer station system including its long haul transfer truck operation in order to identify improvement opportunities for the long-term financial viability of the operation. As part of the assessment, we conducted a week-long evaluation of all inbound and outbound transfer station vehicle traffic for each station as well

as an evaluation of the loading, transfer trip, and unloading process at the RRF. The assessment yielded recommendations to optimize hauling hours, enhance fleet support, improve scale house operations, and enhance management through technology.

Collection Services Assistance

Period of Work: May 2012 – February 2014

Key Personnel: Don Ross (PM), Robin Mitchell, Shane Barrett, and Lisa Lamppert

KCI assisted Hillsborough County with a competitive bid for collection services. KCI initially researched a number of collection program options to determine how best to meet the county's priorities (1) to provide the highest and most modern level of service to its residents for the most competitive price and (2) to be able to meet a contracted tonnage commitment for garbage disposal. KCI also participated in public meetings to gather resident feedback about options such as once per week collection and single stream recycling.

KCI assisted with a bid process to replace previous franchise agreements, which expired in September 2013. The bid included four different service options. The Board directed the implementation of a residential automated collection system using roll carts for twice per week garbage collection and once per week recycling collection. In addition, KCI developed a recyclable materials processing services bid for the county's residential program recyclables. Previously the county did not receive revenue for recyclable materials. **The bids resulted in a 34% reduction in residential collection service rates and an increase in recycling revenue received by the county.**

KCI managed the transition planning and implementation of the new franchise collectors, processing contractor, and cart vendors, which included 120 new CNG collection vehicles being put into service, mapping of approximately 500 new collection routes, the building of a recyclables transfer station and single stream MRF, and the assembly and distribution of over half a million roll carts, the largest rollout in the nation, with a single start date for automated service.

"Our project would not have been successful without their advanced planning, communication, collaboration, and coordination."

John Lyons
Public Works Director
Hillsborough County, FL

"This wonderful initiative enhanced our community with a cleaner method of trash removal, large gains in recycling participation, revenue and cost savings to our residents."

Sandra Murman
County Commissioner
Hillsborough County, FL

Indian River County, Florida

Contact: Himanshu Mehta, Solid Waste District Managing Director, (772) 770-5112



Alternative Processing Procurement

Period of Work: January 2015 - Ongoing
Key Personnel: Mitch Kessler (PD), Robin Mitchell (PM), Lisa Lamppert

KCI is assisting the county with an RFI/RFP process to explore the feasibility of developing a processing facility at the county's facility to maximize diversion of waste from the landfill. KCI initially explored potential private sector interest in partnering with the county to develop processing capacity in order to recover recyclables, organics, and possibly energy with the objective of assisting the county in achieving the Florida state goal of 75 percent recycling. KCI will work closely with county staff to conduct the RFI/RFP process that meets the county's needs and objectives.

Collection Procurement

Period of Work: April 2014 – May 2015
Key Personnel: Mitch Kessler (PD), Robin Mitchell (PM), Lisa Lamppert

KCI assisted Indian River County in procuring residential and commercial solid waste and recyclables collection services. KCI initially assisted with developing a strategy for the procurement, including various service options, whether commercial collection should be exclusive in each franchise area, and how to encourage municipalities to participate. KCI assisted with all aspects of the procurement process, including the pre-proposal meeting, addenda development, proposal review, technical assistance to the evaluation committee, and final contract negotiation. Collection services will be enhanced through carted collection of both solid waste and recyclables. The procurement resulted in an 18 percent reduction in residential waste collection rates and an 8 percent reduction in commercial per cubic yard collection rate.

Solid Waste Master Plan

Period of Work: December 2013 – September 2014
Key Personnel: Mitch Kessler (PD), Robin Mitchell (PM), Don Ross, Shane Barrett

KCI was part of a project team that developed an update to the county's solid waste master plan, specifically elements of the master plan related to waste composition, collection and processing alternatives, and recycling opportunities to work toward meeting Florida's 75 percent recycling goal by 2020. KCI's work on the master plan included completion of a waste composition study; review of the county's existing collection contracts and system to identify opportunities for improvements in efficiency, cost-effectiveness, and material diversion; and analysis of the county's existing recycling programs and infrastructure to develop a recommended pathway toward the State goal.

KCI developed a phased strategy aimed at maximizing recycling and optimizing the county's solid waste management system. The plan addresses various types of waste streams and the programs, infrastructure, and policies needed to bring about results. The BOCC directed staff to go forward with the Phase 1 recommendations, which include improvements to the existing recycling infrastructure and an RFI/RFP process to explore the viability of processing technologies that achieve high material recovery rates.

Recyclables Processing Procurement

Period of Work: January 2012 – August 2012
Key Personnel: Robin Mitchell (PM)

KCI provided technical assistance to Indian River County during a competitive procurement for recyclables processing services. We reviewed and developed technical and financial summaries of the four proposals received by the county. We conducted a sensitivity analysis to evaluate the impacts of fluctuations in the commodity market index on revenue potential as proposed by vendors. KCI also provided technical information related to processing trends in Florida and the United States, and preliminary guidance on opportunities to increase recycling tonnages. With KCI's assistance, the county negotiated and executed a contract that resulted in revenue to the county of more than \$50 per ton during the first year.

Pinellas County, Florida

Contact: Deb Bush, Solid Waste Operations Manager, (727) 464-7803



Materials and Energy Recovery Technology Research

Period of Work: July 2015 – Ongoing
Key Personnel: Mitch Kessler (PD), Robin Mitchell (PM)

KCI is currently conducting a comprehensive study of the status and relative costs for various material and energy recovery technologies for Pinellas County. The analysis includes mechanical, biological/chemical, and thermal technologies. Particular focus is on those technologies that are in commercial-scale operation. Consideration will also be given to those technologies believed to be most viable and consistent with the County's Resource Recovery Facility and other infrastructure.

Waste Characterization Study

Period of Work: May 2014 – December 2014
Key Personnel: Robin Mitchell (PM), Shane Barrett

KCI conducted a characterization study of the municipal solid waste delivered to the county's Bridgeway Acres facility. The study: 1) characterized the Class I waste and overall materials received by the county at Bridgeway Acres; 2) characterized the Class III and non-processable waste that is landfilled; 3) determined the amount of organics in the waste stream, in particular the commercial waste stream; and 4) compared the waste streams of municipalities.

"Cutting Waste at Work" Program Evaluation, Training, and Pilot

Period of Work: April 2013 – September 2013
Key Personnel: Robin Mitchell (PD), Miriam Zimms (PM), Shane Barrett

KCI worked with Pinellas County to improve the effectiveness of its Cutting Waste at Work (CWW) program. Initially, KCI reviewed the existing CWW program, benchmarked the effectiveness of existing CWW program tools, and provided recommendations to increase business participation. We developed and implemented a staff Waste Assessment training program. This included development of written and visual training materials, as well as revision and development of new E&O materials for businesses. KCI also provided field training and technical support to county staff

during a Waste Assessment pilot. The project was aimed at increasing awareness of and participation in the county's waste assessment and business programs.

Material Recovery Facility Evaluation and Feasibility Study

Period of Work: January 2008 – September 2009
Key Personnel: Mitch Kessler (PD), Robin Mitchell (PM)

KCI evaluated existing processing capacity in the Tampa Bay area and the need for additional capacity. A MRF technology review was developed based on research of state-of-the-art MRFs, interviews with industry experts, and site visits. MRF site visits included eight fully integrated state-of-the-art facilities in California that utilize some combination of dual stream, single stream, and/or mixed waste processing, as well as organics and C&D debris recovery operations. The needs assessment for the Tampa Bay area was incorporated into a preliminary MRF feasibility study.

Sarasota, Florida

Contact: Doug Jeffcoat, Public Works Director, (941) 329-6101



Transfer Station Needs Assessment and Single Stream Evaluation

Period of Work: November 2013 – September 2014
Key Personnel: Don Ross (PM), Shane Barrett, Lisa Lamppert

KCI conducted a transfer needs assessment and assisted with evaluating a potential conversion to single stream recycling. As part of the review, KCI evaluated potential opportunities and examined impacts to the city as a result of any proposed shift in collection or processing. Following the analysis, we worked with senior city officials to develop a strategy for the future based on the city's objectives.

Organics Study

Period of Work: July 2010 – September 2010
Key Personnel: Robin Mitchell (PM)

KCI completed a study regarding opportunities to increase diversion of organics from disposal. The study included an overview of current management of organics, a summary of organics processing technologies, identification of local processing facilities, and recommendations for a phased approach to expanding organics recovery.

"Our transition was incredibly smooth, because of the team we had; on which you played a critical role to ensure success."

Doug Jeffcoat
Solid Waste Director
City of Sarasota, FL

Service and Contractor Transition

Period of Work: June 2010 – December 2010
Key Personnel: Mitch Kessler (PD), Robin Mitchell (PM), Don Ross

KCI played an active role assisting the city during a service and contractor transition. In addition to transitioning to a new service provider, the city was also converting from twice per week to once per week solid waste collection. KCI facilitated weekly transition team meetings; tracked and reviewed contractor deliverables, such as a mobilization plan and reporting forms; provided

feedback on the outreach plan and materials; and provided hands-on oversight during all phases of the transition.

Service Procurement

Period of Work: February 2009 – May 2010
Key Personnel: Mitch Kessler (PD), Robin Mitchell (PM)

KCI assisted the city with implementing the key recommendations of the strategic plan previously developed by KCI. The primary task was assisting with an RFP for contracted collection, processing, and transfer services. Activities included developing the technical specifications for the RFP and contract, assisting with the pre-proposal meeting and addenda, reviewing proposals and prices, and negotiating the final contract. The RFP resulted in a 26 percent reduction in annual contract costs, receipt of recycling revenue by the city, and processing of yard waste instead of the previous contractor's practice of disposal of yard waste in a Class III landfill.

Solid Waste Management Strategic Planning

Period of Work: November 2007 – July 2008
Key Personnel: Mitch Kessler (PD), Robin Mitchell (PM), Peter Engel

KCI evaluated the city's overall solid waste management system to identify opportunities to increase efficiency and cost-effectiveness. Project activities included an operational analysis of city-provided collection services, comparative analysis of contracted services and rates with those in other Florida jurisdictions, and evaluation of recycling program improvements. Contracted services include curbside collection of recyclables, recyclables processing, and transfer station operation. The resulting report and recommendations were presented to the City Council.

Sarasota County, Florida

Contact: Larry Alexander, Solid Waste Director, (941) 861-6731



Solid Waste and Recyclables Collection Procurement

Period of Work: March 2016 – September 2017
Key Personnel: Mitch Kessler (PD), Robin Mitchell (PM)

KCI is currently assisting Sarasota County with a competitive procurement for residential and commercial solid waste and recyclables collection services. KCI will work with county staff to 1) identify any service or contract changes to be included in the procurement; 2) develop the technical specifications, evaluation criteria, and draft service agreement to be incorporated into the Request for Proposals; 3) provide technical assistance in responding to vendor questions and reviewing vendor proposals; and 4) assist with final contract negotiation.

Recyclables Processing Contract Procurement

Period of Work: December 2012 – August 2013
Key Personnel: Mitch Kessler (PD), Robin Mitchell (PM)

KCI assisted with a competitive procurement for recyclables processing services. Project activities included preparing technical specifications for the Invitation to Bid (ITB), assisting with the pre-bid conference and bid review, and providing technical assistance during negotiations. The county

received three competitive bids with pricing for both dual stream and single stream recyclables. The county selected the incumbent service provider for contract award, based on an estimated 30 percent increase in revenue for total annual revenue of \$1 million - \$1.4 million. The county's contract also includes pricing for single stream materials, should the county choose to implement single stream collection of recyclables.

Residential Recyclables Study

Period of Work: January 2011 – August 2011
Key Personnel: Robin Mitchell (PM), Shane Barrett

KCI conducted a two-season Recyclables Composition Study for Sarasota County to determine the composition of the county's recycling stream. Two, three-day sorting events were conducted to account for seasonal variability in the recycling stream. The study focused on residential recyclables processed under the county's contract with ReCommunity, as well as the recyclables delivered to ReCommunity by the Cities of North Port and Venice. KCI was responsible for selecting loads of incoming recyclables for inclusion in the study, developing the sampling schedule, sorter training, data analysis and report preparation. The results of the study assisted the county in comparing reject levels of the participating jurisdictions and were also utilized in the county's procurement of processing services.

Yard Waste Focus Groups

Period of Work: September 2009 – December 2009
Key Personnel: Robin Mitchell (PM)

KCI assisted Sarasota County in conducting three focus groups to obtain resident feedback regarding collection options for yard waste. Focus group participants first discussed how they currently handle their yard waste. After a brief video showing management of yard waste at the county's landfill, including manual debagging of yard waste, residents were questioned about their willingness to change their current practices. In particular, the county was seeking feedback on banning the placement of residential yard waste in plastic bags.

Section 2:

Administrative Submittal

The following completed forms are provided:

- Proposal Signature Form
- Public Contracting and Environmental Crimes Certification

ATTACHMENT A

**PROPOSAL SIGNATURE FORM
RFP 16-1984FL**

The undersigned represents that by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal, and that all of the facts and responses set forth in the proposal are true and correct. If the proposer is selected by the County to negotiate an agreement, the undersigned certifies that the proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this Request for Proposal.

Print or Type Proposer's Information Below:

Kessler Consulting, Inc.

Name of Proposer

(813) 971-8333

Telephone Number

14620 N. Nebraska Ave., Bldg. D, Tampa, FL 33613

Street Address

mk@kesconsult.com

Email Address

www.kesconsult.com

Web Address

Mitch Kessler, President

Print Name & Title of Authorized Officer

Signature of Authorized Officer

June 8, 2016
Date Signed

Acknowledge Addendum No. _____

Dated: _____

Acknowledge Addendum No. _____

Dated: _____

Acknowledge Addendum No. _____

Dated: _____

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY PURCHASING CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____
[print individual's name and title]

Mitch Kessler, President

For Kessler Consulting, Inc.
[name of entity submitting sworn statement]

whose business address is: 14620 N. Nebraska Ave, Bldg. D, Tampa, FL 33613

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3050164. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

COUNTY OF Hillsborough

Sworn to and subscribed before me this 8th day of June, 20016 by Mitch Kessler

Personally known X OR Produced identification
[Type of identification]

Williampest
Notary Public Signature

My commission expires 7-4-16

Lisa Lampert
[Print, type or stamp Commissioned name of Notary Public]



Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

Section 3:

Information Regarding KCI

3.1 KCI's Background and Qualifications

Background

KCI is dedicated to developing solid waste management strategies that protect, conserve, sustain, and restore our environment. We are committed to developing environmentally sound and economically viable solutions for our clients that include innovative solid waste management strategies and technologies.

Our results-oriented service has solidified KCI's position as a leading solid waste planning and management consulting firm in the Southeastern United States. Located in Hillsborough County, ***KCI has the largest solid waste planning staff in the Southeast – no other firm has 14 staff members dedicated solely to solid waste management planning.*** Founded in 1988, KCI is a corporation organized under the laws of the State of Florida (see Section 1.1).

"KCI successfully recommended innovative approaches for system-wide changes to the County's solid waste program that immediately increased operational efficiencies and resulted in significant cost savings to the County."

Joe Dawson
Attorney
Charleston County, SC

Qualifications

As demonstrated throughout this proposal, KCI is uniquely qualified to assist Manatee County with its future solid waste and resource management planning.

- ***We understand the "business" of solid waste management.*** From generation to recovery or disposal, and everything in between, KCI has helped our clients enhance their solid waste systems. We stay current with industry best practices, new trends and technologies, and other operational changes that can help you maximize the efficiency and cost-effectiveness of your solid waste operations. KCI identifies optimal operational and cost-saving recommendations by evaluating and analyzing your existing systems, as well as the current environment, and provides sustainable solutions that will work for you.
- ***We are invested, as partners, in the success of Manatee County.*** We have worked closely with Manatee County staff over the past 16 years and are committed to the success of your programs and projects. We have enjoyed a great working relationship with your staff and we are fully involved in the local marketplace having successfully worked with many of your neighboring counties and municipalities. We have no vested interest in a particular outcome other than bringing about the best results for Manatee County.
- ***We understand that "all garbage is local" and what may be best for one community might not work for another community.*** KCI has evaluated solid waste systems throughout the Southeast based on sound financial modeling and market research. In all cases, KCI makes

recommendations that are in the best interest to the client based on their diversion goals, unique infrastructure, operational objectives, and political climate. Having conducted more solid waste projects in Florida than any other firm, KCI has a unique advantage of understanding the local infrastructure and political climate, allowing us to offer effective and efficient recommendations that will work for the County.

- ***We provide personalized service.*** Operating in this era of “big business,” with more and more critical functions outsourced, KCI stands out as firm that remains dedicated to the idea of personalized service. This level of service enables us to consistently assist our clients in achieving economically viable and environmentally sensible solutions for a host of solid waste management challenges. Our commitment to client service has helped our company remain flexible and responsive to changes in client needs – regardless of market changes.
- ***We deliver results!*** KCI does not conduct studies that just sit on a shelf. We are known for developing practical, cost-effective solutions that our clients can implement immediately to improve their solid waste programs. As a firm, our objective is to help shift the focus of solid waste management from waste disposal to resource management.

Professional Credentials

KCI’s staff is highly experienced and well respected within the solid waste industry in the Southeast U.S. and nationally. Throughout our 28-year history, our firm has played a leadership role in numerous industry organizations and in helping to develop solid waste and recycling policies and programs. Our staff members are dedicated professionals who are very committed to the industry and to developing effective waste diversion and management programs.

Summarized below are some of the key roles we have played and continue to play in state and national industry organizations, as well as acknowledgements we have received from these organizations. Our staff members not only hold various certifications from the Solid Waste Association of North America, we actually develop and teach the courses.

“I have nothing but high praise for the staff’s professionalism, industry knowledge, and ability to navigate a complicated system while providing clear, practical, and viable recommendations. KCI delivered over and above what was expected.”

Dave Bundick
Superintendent of Solid Waste
Wilmington, NC

- **Solid Waste Association of North America (SWANA)**
 - SWANA Professional Achievement Award, 2012
 - Author of SWANA’s Managing Recycling Systems Training Course
 - Currently developing SWANA’s National Zero Waste Training Course
 - Instructors for Recycling Managers Course (the only three certified instructors in Florida)
 - Instructors for Collection Systems and Compost Courses
 - Member of the Composting Course Development Committee
 - Certified Construction and Demolition Debris Technical Associate
 - Current Vice Chair of the Collection and Transfer Technical Committee
 - Former Vice Chair of the Waste Reduction, Recycling, and Composting Technical Division
 - International Board member

➤ **SWANA Florida Sunshine Chapter**

- Immediate Past President
- Former Recycling Committee Chair
- Distinguished Service Award Recipients

➤ **American Public Works Association (APWA)**

- Technical and Management Innovation, 2014 and 2015
- Consultant of the Year, 2014
- Environmental Project of the Year, 2014

➤ **National Waste and Recycling Association (NWRA)**

- Supplier Board of Governors
- Instructor for the Waste Training Institute
- National Recycling Committee Member

➤ **U.S. Green Building Council**

- Member and LEED® Accredited Professional

➤ **Recycle Florida Today (RFT)**

- Board of Directors, Current Treasurer, Former Vice Chair
- Lifetime Achievement Award
- Recycler of the Year Award (3 KCI staff members have received this honor)
- Founding Chair, Former Vice Chair, Chair of the Development Committee, Ad-hoc Legislative Committee, Conference Committee, and Communications Committee

➤ **ASTM**

- Sub-committee Representative to develop Recyclables Waste Composition Methodology

“One of our objectives of this conference was to give local government attendees an idea of what might be possible for them to do in their communities on food waste issues and to inspire action on their part. I can tell you from many conversations with attendees that you helped us achieve that objective.”

Scott Mouw
North Carolina
Division of Environmental
Assistance and Outreach

Experience

KCI's experience and areas of expertise are clearly aligned with the services sought by Manatee County. As depicted in the table on page 10 and demonstrated in the project descriptions in Section 1.2 of this proposal, we have the demonstrated knowledge and capabilities to bring about successful results.

KCI has a broad range of solid waste consulting experience. Our services include strategic planning and feasibility studies, and encompass everything from pilot programs to full-scale implementation. In addition to our core services of system optimization, contracting, and waste reduction and recycling program development, we also have expertise in green building standards, green government and business certifications, and other sustainability work.

Our professional reputation is based on an impressive history of project experience and accomplishments including, but not limited to, work in areas outlined below.

"The basis of our longstanding relationship with KCI is trust. This trust has been built on years of consistently excellent service from a company of the highest integrity. KCI sincerely cares about their clients and is committed to providing quality consulting services. Without reservation, I highly recommend KCI for any recycling, composting, and solid waste management services."

Garry Breeden
County Commissioner
Sumter County, FL

➤ Program Optimization and Strategic Planning

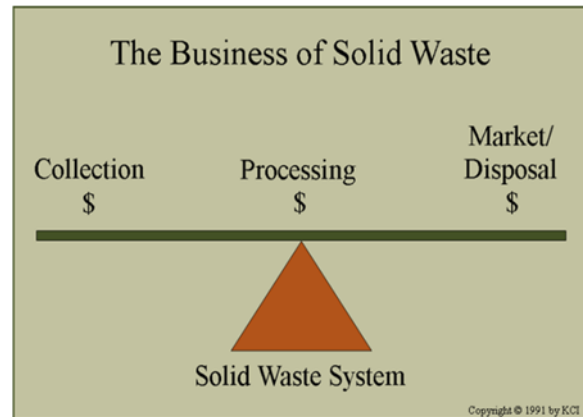
With the philosophy that "all garbage is local," KCI works closely with clients to fully understand their concerns and objectives and to develop customized strategies that bring about results. KCI has developed long-term solid waste master plans, including plans to put our clients on the path toward zero waste. We also have developed detailed shorter-term strategies to solve discrete solid waste challenges. In all strategic planning, we consider the potential impacts to other elements of the system, both operationally and financially, to maintain the overall system balance. KCI also has worked with a number of clients to implement strategies in phases to accommodate system constraints while advancing solid waste management programs.

➤ Procurement and Contracting Assistance

Contracting assistance—from start to finish—is a cornerstone of the services KCI provides. Starting with preparing a RFP, RFQ, or bid document, through proposal review and contract negotiation, KCI ensures that the procurement process meets our client's objectives. KCI has assisted with more than 45 solid waste service procurements or contract negotiations in the last 5 years. We have helped our clients achieve some of the best collection and disposal rates and the highest recycling revenue shares. Our firm is known for developing innovative approaches for meeting our clients' objectives, including contract provisions that have set the standard for procurements. We know and understand the local marketplace and industry players, and we have a team with the depth of knowledge to bring about measurable results.

➤ Operational and Financial Analysis

Since you can't manage it if you don't measure it, KCI helps our clients develop financial and performance baselines and standard benchmarks to measure and drive continual improvement. We provide comprehensive financial and operational analyses of waste and recycling management systems, develop pro forma rate models and rate justifications, conduct rate negotiations, and provide recommendations and strategies for continual improvement.



➤ Waste Reduction and Recycling

Waste reduction and recycling is the foundation upon which KCI was built and continues to be an integral part of our services. We design programs that incorporate all elements of the solid waste hierarchy, including source reduction, reuse, recycling, and composting. KCI has assisted with pilot programs and full-scale implementation. We are adept at developing outreach and educational materials, conducting training, and providing direct hands-on assistance. Additionally, we have the knowledge and expertise to assist procurement staff with an investment in Environmentally Preferable Purchasing practices.

➤ Organics

KCI is leading the way in organics recovery. We have the knowledge to assist clients with a wide variety of organics feedstock processing technologies and understand that "one size" does not "fit all." We have conducted a number of food waste diversion studies, assisted in implementing composting pilot and full-scale programs, and have been involved with the US Composting Council Seal of Testing Assurance (STA) certification.

➤ Waste Composition and Generation Studies

Whether the study is large in scope or small – from countywide composition studies to individual business waste audits – KCI has the necessary experience and expertise. Based on the results of recyclables composition studies, KCI has developed revenue formulas that clients regularly use in their processing contracts to ensure they are receiving an equitable share of the commodity market value.

➤ Sustainability and Green Programs

KCI is dedicated to the management of environmental resources through innovative strategies that protect, conserve, sustain, and restore our natural resources. With LEED™ (Leadership in Energy and Environmental Design) accredited professionals on staff KCI is highly qualified to help with all of your green endeavors.

3.2 References

Provided below are five references, which include a key contact person, their title and telephone number, a list of key project work completed, and the dates of service for each. These references demonstrate the range of projects in which KCI has assisted. The fact that these clients have returned to KCI for repeat procurement, strategic planning, waste composition, and other services demonstrates their satisfaction. All projects involve development of work assignments and scopes of services, as well as working closely with client staff members. Many projects also entail presentations to the public and/or elected officials.

We also encourage you to contact any of the clients listed throughout our proposal.

Charleston County, South Carolina

Joe Dawson, County Attorney, (843) 958-4003

KCI began assisting Charleston County in 2008 with developing a strategic plan, and has been providing implementation services since that time. Listed below are key projects; more detailed information regarding project activities and accomplishments is provided in the project descriptions on pages 11-13.



- New single stream material recovery facility (MRF) development, including procurements for design/build, equipment, and operating services – 2013-2016
- Composition studies: 2009-2010 (WCS); 2012 (RCS); 2013 (RCS and commercial WCS); 2015 (RCS)
- Conversion of county-owned MRF from dual stream to single stream – 2011-2012
- Commercial food waste composting facility permitting, development, and operational oversight – 2012-2013
- Operational improvements for yard waste composting - 2010
- Solid Waste Master Plan – 2008-2009

Pinellas County, Florida

Deb Bush, Solid Waste Operations Manager, (727) 464-7803

KCI has provided consulting services to Pinellas County for more than 16 years. Summarized below are the most recent projects. More detailed descriptions of some of these projects can be found on pages 19-20.



- Alternative technology evaluation study – July 2015-Ongoing
- Procurement assistance for franchised collection service – March 2016-Ongoing
- Procurement assistance for collection and processing of recyclables – July-December 2012; October 2015-April 2016
- Recyclables composition study – October-December 2011; August 2015
- Waste composition study – May 2014-January 2015
- Commercial recycling program evaluation, training, and pilot – April-August 2013
- Grant program evaluation – February-June 2013
- Analysis of charitable organization reuse – January 2013-January 2014
- Material recovery facility technology review and feasibility study (FDEP Innovative Grant) – January 2008-October 2009

- Establishment of collection franchise and MSBU for portion of county – August 2005-November 2007
- Beach recycling plan – December 2006-December 2007
- Beach recycling pilot program (FDEP Innovative Grant) – August 2005-September 2006

Sarasota County, Florida

Larry Alexander, Solid Waste Director, (941) 861-6731

KCI began assisting Sarasota County more than 25-years ago. Summarized below is key project assistance that has been provided. More detailed information regarding several of these projects is provided on pages 21-22.



- Solid waste collection franchise procurement – October 2003-December 2004; November 2009-October 2010; March 2016-Ongoing
- Recyclables processing negotiations/procurement – June 2007-October 2009; December 2012-August 2013
- Recyclables composition study – January-August 2011
- Yard waste focus groups – September-December 2009
- C&D recovery pilot program (FDEP Innovative Grant) – April 2007-July 2010
- Green business certification program (FDEP Innovative Grant) – March 2005-July 2007
- Commercial waste composition studies – February-July 2004; March-May 2006
- Commercial waste reduction strategic planning – November 2003-March 2005

City of Sarasota, Florida

Doug Jeffcoat, Public Works Director, (941) 329-6101

KCI began assisting the City of Sarasota in 2007 with a system-wide evaluation and development of a strategic plan. Since that time, we have been assisting with implementation of elements of that plan. Listed below are key projects; more detailed project information can be found on pages 20-21.



- Solid waste collection, transfer, and processing contract renegotiation – June 2016-Ongoing
- Transfer station needs assessment – November 2013-September 2014
- Recyclables composition study – February-June 2011
- Service transition assistance, including conversion to weekly, carted garbage collection – June-December 2010
- Solid waste collection, transfer, and processing services procurement – November 2009-March 2010
- Organics study – July-September 2010
- Solid waste system evaluation and strategic planning – November 2007-July 2008

Hillsborough County, Florida

Kim Byer, Solid Waste Division Director, (813) 272-5977 x43131

KCI has assisted Hillsborough County with numerous solid waste projects over the years. Listed below are some of the more recent or relevant projects. More details regarding several of these projects are provided on pages 16-17.



- Composting pilot program – November 2014-October 2015

- Waste composition study – February-April 2015
- Recyclables composition study – February 2014-January 2015
- Transfer station operational assessment – July 2013-February 2014
- Collection service transition, including conversion to carted collection of waste and recyclables – July 2013-January 2014
- Collection and processing procurement – May 2012-July 2013
- Pay-as-you-throw analysis – 2006-2010
- Commercial recycling – Greening property managers (FDEP Innovative Grant) – 2005-2008

To provide additional client feedback, below are the results of an anonymous client survey conducted by KCI. As you can see, **100 percent** of our clients rated our knowledge and skills and client services as either *Excellent* or *Very Good*.

Knowledge & Skills of KCI Staff	Excellent	Very Good	Good	Fair	Poor
Knowledge of the Solid Waste	94% (30)	6% (2)	0% (0)	0% (0)	0% (0)
Problem solving capabilities:	69% (22)	31% (10)	0% (0)	0% (0)	0% (0)
Presentation skills:	71% (22)	29% (9)	0% (0)	0% (0)	0% (0)
Clarity and Conciseness of Deliverables:	69% (22)	31% (10)	0% (0)	0% (0)	0% (0)
Project Managers' skills and performance:	84% (27)	16% (5)	0% (0)	0% (0)	0% (0)

Client Services	Excellent	Very Good	Good	Fair	Poor
Responsiveness to our clients:	78% (25)	22% (7)	0% (0)	0% (0)	0% (0)
Professionalism of your KCI Project Team:	88% (28)	12% (4)	0% (0)	0% (0)	0% (0)
Integrity of KCI's staff:	88% (28)	12% (4)	0% (0)	0% (0)	0% (0)
Overall opinion of KCI's client service:	81% (26)	19% (6)	0% (0)	0% (0)	0% (0)

3.3 KCI's Legal Capacity

Kessler Consulting, Inc. is a privately held S-Corporation that has been in business for 28 years. KCI's primary place of business registration is in the State of Florida. KCI is also registered to do business in Maine, South Carolina, North Carolina, Massachusetts, and Arkansas.

As an S-Corporation, federal law requires only the filing of Schedule C on the 1040 form for income tax purposes; therefore, no audited reports or financial statements are available. However, as noted in Section 3.7, we give Manatee County permission to review our financial records upon request. Perhaps the best indication of our financial strength is our 28-year performance record providing services to more than 200 public and private sector clients. KCI has never failed to complete a project or had any legal filing against us for performance.

As demonstrated throughout this proposal, and particularly in Sections 1.2, 3.4, and 3.8, KCI has the knowledge, experience, and technical capabilities to perform the services sought by Manatee County.

3.4 Principal and Key Personnel

KCI is proud that the majority of our current staff are the same professionals that have worked with Manatee County staff for the past 16 years. To consistently deliver KCI's brand of client service, we *always* operate as a team, delegating specific task work to staff with the appropriate expertise. Our team works together daily in our Hillsborough County office, conveniently located at 14620 N. Nebraska Avenue in Tampa, which is just a short car ride to the County's offices. Senior KCI staff, with a combined 125+ years of directly relevant experience will each play an essential role in the County's projects, with the appropriate subject matter expert acting as Project or Task Manager.

KCI team members have degrees in environmental law, environmental sciences, resource management and administration, business administration, marketing, biological sciences, and interdisciplinary ecology. Most importantly, we operate as a cross-functional team with unsurpassed experience and expertise in each of the services sought in the RFP.

Core Project Team

Mitch Kessler, Principal. Mitch's 31 years of industry experience, combined with his legal training, provides unparalleled knowledge of industry trends and a keen ability for strategic thinking. Mitch also has a knack for surveying the local infrastructure, developing partnerships, and negotiating competitive contracts that are win-win for all parties. Mitch is ultimately accountable for all services provided by our firm.

Robin Mitchell, Director of Technical Services and Project Director. Robin has 29 years of integrated solid waste management experience with special expertise in strategic planning, competitive procurements, ordinances and regulations, and characterization studies. As Project Director, Robin will have final responsibility for all aspects of project work and assist Project and Task Managers with the direction and coordination of all project resources.

Don Ross, Director of Operations. Don has 29 years of industry experience in the public and private sectors. Don specializes in solid waste collection and operations, and has the knowledge and experience to make any solid waste operation run effectively and efficiently. Don is currently managing the County's transition to carted single stream and will continue to service as Project Manager for all collection and operation-related work for the County.

Miriam Zimms, Director of Programs. Miriam has 24 years of experience in solid waste management program development and implementation. She has designed and helped implement comprehensive waste reduction and recycling programs for municipalities, institutions, public spaces and venues, and private corporations. She also managed the education and outreach component of the County's single stream transition. Miriam's role in the project will be related to her extensive program design and implementation experience to develop practical and feasible diversion programs.

Peter Engel, Senior Consultant. Peter has 29 years of experience covering a broad range of technical and analytical disciplines, with special emphasis in process design and equipment specifications for composting facilities. Peter participated on the state advisory committee to update Florida's composting regulations to address food residuals. He has advised numerous

composting facilities on process improvements, trained facility operators, and evaluated odor control practices and technologies.

Lisa Lamppert, Senior Consultant. Lisa has 13 years of consulting experience and consistently demonstrates the value of her MBA degree. She is an expert problem-solver who specializes in strategic assessments and process improvement. Her strong analytical and organizational skills allow her to see the big picture, as well as to grasp the details, and her financial analysis background enables her to evaluate and assess economic feasibility. Lisa assisted with Manatee County's rate model. She is particularly adept at developing cost of service analyses as an effective tool for clients to make financial-based decisions while improving efficiencies.

Shane Barrett, Consultant. Shane has 13 years of waste consulting experience at KCI and has assisted on many of the County's past projects. Shane has planned and supervised more than 50 waste characterization and recyclables composition studies. This includes the County's recent waste composition study in 2011. In addition, Shane has assisted in designing and implementing recycling and waste diversion programs for public spaces and special venues. Shane is currently overseeing the day-to-day operations of the County's transition to single stream.

Along with our experience, our staff are relentlessly passionate about what they do and we have logged significant time functioning together as a team. Each individual has specific skills and experience to contribute. Utilizing the strengths of each team member will allow KCI to bring about the most efficient results for the County.

The table on the following page lists the array of services included in the RFP and identifies KCI staff members with experience and expertise in each. It identifies staff members who will likely serve as Project or Task Managers, as well as support staff.

Resumes for our key personnel are then provided on the following pages. Contact information for all staff members is as follows:

Office address: Kessler Consulting, Inc.
14620 N. Nebraska Avenue, Building D
Tampa, FL 33613

Telephone number: 813-971-8333

KCI Subject Matter Experts and Support Staff

Solid Waste Consulting Services Provided	Mitch Kessler	Robin Mitchell	Don Ross	Miriam Zimms	Lisa Lamppert	Peter Engel	Shane Barrett	Jeaux Brown	Ryan Graunke	Taylor Cremo
1. Studies related to solid waste, recycling, and reduction issues	√	Δ	√		√	√	√		√	√
2. Studies into innovative recycling, waste processing, and collection	Δ	√	Δ			√			√	
3. Program development and strategic planning	Δ	Δ			√	√		√	√	
4. Ordinance review, research, and development		Δ			√					√
5. Solid Waste and recycling awards and grants				Δ			√			√
6. Cost projections and financial modeling		√	√		Δ	√			√	
7. Waste composition and generation studies		√	√				Δ		√	
8. Education and outreach program assistance				Δ			√	√		√
9. Service procurements and contract negotiations	√	Δ			√					√
10. Feasibility studies and pilot program management	√	√	Δ	√			√	√	√	
11. Commission workshop participation/presentations	Δ	√	√							
12. Solid waste rate reviews and studies		Δ			Δ			√		
13. Completion of FDEP's annual recycling reports		√					Δ	√		
14. Provide regular updates to the States 75% recycling goal		Δ	√	√	√	√	√	√	√	√
15. Prepare work assignments and scope of services	All KCI project work is conducted under clearly defined work assignments									
16. Emergency onsite availability and/or disaster assistance		√	Δ				√	√		

Δ = Denotes Project or Task Manager

√ = Denotes Support Staff

Mitch Kessler **President and Principal**

Mitch Kessler, President of KCI, will have ultimate responsibility for all services provided by KCI. Mitch has 31 years of solid waste experience and has managed or directed more than 300 projects for over 200 clients.

Mitch's legal training is especially useful in understanding and interpreting local, state, and federal laws and regulations. His broad background in solid waste management and business makes him a Principal who is an industry leader with the history and experience to deliver results for our clients.

Mitch is a nationally recognized expert in the procurement and operations of solid waste collection systems and materials recovery programs and facilities. He is especially knowledgeable in collection and market development issues as they relate to the economic viability of solid waste and recycling programs.

Mitch is the Immediate Past President of the Florida Sunshine Chapter of SWANA and current Florida Representative on the International Board. He serves as an instructor for the Recycling Certification Course sponsored by SWANA National, and is a member of the SWANA committee that developed the Manager of Composting Operations Certification Course.

A few of the recent projects that he directed are summarized below.

➤ **Project Director, Manatee County, FL**

Mitch served as project director for all of KCI's previous project work. Beginning with our FDEP Annual Report Assistance in 2000 to our current single stream transition work, Mitch has led our team and ensured the success of each project. Mitch was instrumental in procuring collection services in 2008, in negotiating contract renewal in 2013, and in the transition to single stream. As Principal, Mitch will continue to ensure the success of the County's projects.

➤ **Green for Green Plan, Phase II, Charleston County, SC**

Mitch currently is directing implementation of the Nine Point Green Strategy developed by KCI for Charleston County. The plan includes implementing transfer and disposal changes, improving the capacity and efficiency of existing operations (compost, landfill, MRF), building

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Formal Education

University of New Hampshire, NH
JD, Environmental Law, 1984

Purdue University, IN
MA, American Studies, 1981
BS, Management, 1979

State University of New York, NY
AAS, Horticulture, 1976

Supplemental Education

SWANA Certified Recycling Manager

SWANA Certified Composting Systems
Manager

SWANA Certified Instructor for
Recycling, Collection & Composting

Affiliations & Leadership Roles

SWANA, Florida Sunshine Chapter, BOD
(2005-2009), President (2011-2015)

RFT, Chair (2 years), BOD (8 years)

FORA, founding Chair

USCC

SWANA, International Board

alliances with local municipalities, and continuing the county's conversion to an automated single stream recycling program.

➤ **Processing Facility Procurement and Development, Emerald Coast Utilities Authority, Pensacola, FL**

Mitch is directing this project to assist ECUA with obtaining recyclables processing services. After the closing of the private MRF that receives ECUA's recyclables, KCI researched other processing options. When no viable options were found, KCI assisted ECUA with procuring services to construct and operate a processing facility to be owned by ECUA. Mitch is also helping ECUA explore the viability of mixed waste processing.

➤ **Solid Waste Strategic Planning, Leon County, FL**

Mitch directed a project assisting the county with developing and implementing a strategy to maximize waste diversion and ensure the long-term financial viability of its solid waste system. The project included potential changes to collection and processing, encouraged diversion of waste on the transfer station tip floor, and contract renegotiations and procurements.

➤ **Solid Waste Master Plan, Key West, FL**

Mitch directed a project to develop a comprehensive Solid Waste Master Plan for the city that included recommendations for putting the city on a pathway toward Zero Waste. The City Commission adopted the Phase 1 recommendations of the plan and directed staff to initiate implementation.

➤ **Strategic Planning and Procurement Assistance, Sarasota, FL**

Mitch directed a strategic planning project that evaluated the city's overall solid waste management system and contracts. The resulting plan provided clear recommendations for improving the cost-effectiveness of the system and enhancing waste diversion. KCI subsequently assisted with a competitive procurement for collection, processing, and transfer services that resulted in a nearly 30 percent savings for the city.

Mitch has received the following industry awards:

- Prestigious Professional Achievement Award – Private Sector, 2012, SWANA
- Distinguished Service Award, 2008, SWANA
- George Kirkpatrick Lifetime Commitment Award, 2006, RFT
- Outstanding Contribution Award, 2002, SWANA FL
- Exceptional Leadership Award, 1997, FORA

Prior Employment History

- Organics Recycling Incorporated, Chief Operating Officer and Director of Business Development
- Resource Integration System, Vice President and Director of Consulting Services
- Malcolm Pirnie, Inc., Waste Reduction and Recycling Specialist

Robin Mitchell

Director of Technical Services and Project Director

Robin Mitchell has 29 years of experience in integrated solid waste management, with special expertise in strategic planning, service procurements and contracts, rate analyses, recycling/waste reduction program development and implementation, and characterization studies.

Robin also has a rich background in regulatory and policy development, which enables her to quickly understand and interpret regulatory requirements.

Robin will service as Project Director for future work conducted for Manatee County. A few of the recent projects Robin has directed or managed are summarized below.

➤ **Project Manager/Director, Manatee County, FL**

Robin has managed the majority of KCI's project work for the County. Robin has led all project work related to the rate models, financial accounting, waste composition studies, procurements, and negotiations. Robin was actively involved in development of the initial rate model for Manatee County, and oversaw the most recent upgrades and enhancements to the model. She also participated in the Board workshop that led to approval of the recent increases in tipping fees and service rates to help ensure the financial viability of the solid waste enterprise fund. Robin is currently serving as Project Director for the KCI team assisting with the service transition.

➤ **Waste Reduction, Diversion, and Recycling Master Plan, Fayetteville, AR**

Robin is currently managing a project to develop a comprehensive plan for Fayetteville, which has set a goal of diverting 80 percent of its waste from disposal. In addition to evaluating the city's existing system and identifying opportunities to maximize diversion, project work includes implementing food waste composting and single stream recycling pilot programs. Public input was achieved through surveys and public meetings, as well as briefings and presentations to Council members.

➤ **Alternative Processing Technologies, Pinellas County, FL**

Robin is currently managing a project to review various mechanical, biological, and chemical waste processing technologies. Project work includes identifying technologies with commercial-scale operations, developing case studies as available, and evaluating the

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Formal Education

University of Florida, FL
MS, Environmental Science, 1988

Kutztown University, PA
BA, Environmental Science, 1978

Supplemental Education

SWANA Certified Recycling Systems
Manager, 2002

Zero Waste Training Certification,
GRRN, 2014

Affiliations & Leadership Roles

RFT, former Board member and
Communications Chair

SWANA

Community Recycling, Inc., Atlanta, GA,
Founder and former Board member

potential viability for Pinellas County. Key to this project is understanding how these technologies might fit with the county's existing infrastructure, including its waste-to-energy facility.

➤ **Solid Waste Master Plan, Indian River County, FL**

Robin managed KCI's participation in updating Indian River County's Master Plan. KCI was responsible for recommending improvements to the county's collection and recycling systems that would enhance efficiency and work toward achieving the State's 75 percent recycling goal. A phased approach was proposed and the county is currently implementing Phase 1 recommendations, including conversion to carted collection of recyclables and weekly garbage collection. KCI is assisting with these transitions.

➤ **Procurement Assistance, Indian River County, FL**

Robin managed projects to assist Indian River County with several competitive procurements, including recyclables processing and, more recently, collection services. The latter resulted in a reduction in waste collection service rates, as well as a reduced rate should the county decide to convert from subscription service to universal service in the urban service area. Robin is currently managing a project to assist the county with a Request for Information to gauge private sector interest in providing processing services to assist the county in striving to achieve the 75 percent state recycling goal.

➤ **Zero Waste Master Plan, Key West, FL**

Robin managed and was primary author of this comprehensive Solid Waste Master Plan. The plan provides policy, program, and facility recommendations and outlines a three-phase approach to chart a pathway toward the city's goal of zero waste. The City Commission directed staff to begin implementing Phase 1 recommendations, which resulted in nearly tripling the city's recycling rate.

➤ **Greening of Florida: A Solid Waste Management Roadmap, Tallahassee, FL**

Robin managed this ambitious project to develop a new "Roadmap" to re-energize the State of Florida's waste reduction and recycling efforts and to identify state-level initiatives necessary to achieve the State's 75 percent recycling goal. The resulting document provides a comprehensive, forward-thinking, strategic plan. KCI utilizes lessons learned and applicable elements of the plan in its local government waste diversion planning projects.

Robin has received the following industry awards:

- 2012 Recycler of the Year, RFT
- Federal Environmental Executive's "Closing the Circle Award," 1996, for work to enhance government affirmative procurement
- U.S. EPA Bronze Medal, 1995, a team award for implementing the "Recycling Means Business" program
- U.S. EPA Office of Solid Waste "Team Excellence Award," 1995, for work on the Recycling Market Development Task Force and "Jobs Through Recycling" initiative
- U.S. EPA Region 4 Bronze Medal, 1990, a team award for revising and redeveloping the Regional model RCRA permit

Don Ross

Director of Operations and Senior Consultant

Don Ross is a solid waste consultant specializing in collection and transfer operations and technology. Don has more than 29 years of experience managing solid waste collection and transfer operations for both private and public sector organizations. His dedication to safety and his broad industry knowledge have contributed to his ongoing appointment to the National Waste and Recycling Suppliers Board of Governors, where he will help develop the standards that will guide the solid waste industry well into the future.

Prior to joining KCI, Don was the Solid Waste Division Director for the City of Dunedin, Florida where he oversaw the management of municipal collection operations for the city. The City of Dunedin is similar in size and demographics to the Town of Carrboro.

Prior to moving to Florida with his family, Don held a variety of management level positions with private sector waste companies, including 13 years with Waste Management, Inc., where he was the Connecticut Market Area Director of Operations. At Waste Management, Don was responsible for three collection hauling companies, three solid waste transfer stations, 150 collection routes, and 250 employees at 4 operations serving Southwest Connecticut. Don has experience with all facets of employee relations, customer service, training, safety and compliance related to solid waste management.

A few of the recent projects Don has managed or assisted with are summarized below.

Collection Service Transition, Manatee County, FL

Don is currently assisting with the transition to single stream recycling. He previously assisted with all aspects of the service transition following the 2008 RFP for residential and commercial collection, which included transitioning from one service area to two areas. Project activities for both projects included reviewing transition plans, developing a punch-list of activities, and facilitating transition meetings.

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Formal Education

University of Phoenix, AZ
BS, Business Management

Supplemental Education

SWANA Certified Collection Systems Manager

SWANA Certified Instructor for Recycling and Collection Manager Training

Emergency Management Institute, MD

FEMA Debris Management

Affiliations & Leadership Roles

NWRA, Supplier Board of Governors (formerly WASTEC)

SWANA, Florida Sunshine Chapter, Board of Directors (2006-2010)

SWANA Vice Director, Collection & Transfer Technical Committee

RFT, Board of Directors, current Treasurer & former Vice Chair

Pinellas County Board of County Commissioners Technical Management Committee Vice-Chair (2006-2008)

APWA, member

Industry Awards

Distinguished Service Award, 2008, SWANA

➤ **Collection System Analysis, Lakeland, FL**

Don analyzed the city's existing collection system and prepared recommendations to improve the economic efficiency of various aspects of the system. The analysis included the implementation of automated collection, a conversion from twice weekly to once weekly collection, possible changes to alley collection and recycling services, and possible franchising of roll-off collection. As a result, city staff was tasked with implementing once a week automated collection and a variable rate, Pay-As-You-Throw program.

➤ **Collection System Analysis, Indian Rocks Beach, FL**

Don managed a project assessing the city's residential and commercial collection system. The project included analyses of back door collection, a conversion to automation, curbside recycling, once weekly pickup, rear load to front load conversions, and hybrid approaches to residential and commercial collection. As a result, the city is implementing curbside recycling and a semi-automated cart system.

➤ **Automated Waste & Recycling Collection System Assistance, Greenville, SC**

Don is currently managing this project which is assisting the City of Greenville with its transition from manual recyclables collection to an automated roll cart collection system. KCI is conducting an automated single stream route optimization exercise. Utilizing routing software and, working with city staff, the team is re-designing collection routes which will result in safer, more efficient routes. KCI will work with staff to prepare for final use and implementation of the new routes.

➤ **Solid Waste and Recycling Services Assessment, Deerfield Beach, FL**

Don managed a comprehensive assessment and strategic planning initiative for the city. The assessment included a review of all city-provided collection services, development of a strategic plan, and the implementation of improvement recommendations. Following the assessment and plan development, KCI helped implement a full scale carted recycling program utilizing RFID technology to monitor performance and reward residents for their participation, and is providing ongoing support.

➤ **Collection, Processing and Transfer Service Transition, Sarasota, FL**

Don assisted with all aspects of transitioning into a new service provider and new level of service. City-provided residential collection changed from twice to once per week. Project activities included developing and monitoring punch-lists for operational activities and outreach activities, facilitating transition meetings with city crews and the new contractor, reviewing the contractor's operational plans, and providing onsite assistance during the first week of the transition.

Don has received the following industry awards:

- Distinguished Service Award, 2008, SWANA FL

Prior employment history:

- City of Dunedin, FL - Solid Waste Division Director
- Waste Management, Inc., CT - Market Area Director of Operations

Miriam Zimms, LEED® AP **Director of Programs and Senior Consultant**

Miriam Zimms has 24 years of experience in solid waste management program development and implementation. She has designed and managed comprehensive waste reduction and recycling programs for municipalities, institutions, public spaces and venues, and private corporations.

Miriam's background in business allows for a creative and economic approach to applying marketing principles to solid waste management. Specifically, she brings expertise in program marketing and management, identifying the marketing environment/audience, distribution and logistics, segmentation and targeting of industrial and consumer buyers, focus groups/surveys, advertising/public relations, and public policy.

Miriam also has extensive experience in developing and implementing green government programs. She is LEED® accredited and has a Lean Six Sigma Green Belt.

At KCI, Miriam has managed or assisted with the following projects.

➤ **Education and Outreach, Manatee County, FL**

Miriam is currently overseeing the development and production of the County's education and outreach campaign related to the switch to carted single stream recycling. Miriam has helped County staff prioritize campaign expenditures and develop educational materials to ensure a comprehensive outreach component to the new transition. The goal of the project is to educate residents and reduce phone calls to the County.

➤ **Institutional Green Building Program, Manatee County, FL**

Miriam managed this project, which included a comprehensive C&D debris recovery and waste reduction program for a hospital construction project at Blake Medical Center. She completed a healthcare waste reduction and "green" building guides, a Pollution Prevention Assessment for the hospital, a "green" building materials and supplier directory, and sample C&D contract language for the commercial and institutional sector.

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Formal Education

Stetson University, FL
BBA, Marketing, 1989

Supplemental Education

Lean Six Sigma Green Belt Trained
LEED® Accredited Professional
SWANA Certified Composting Systems Manager, 2005
Instructor, SWANA Certified Recycling Manager
FDEP Certified Recycling Coordinator, 1993

Affiliations & Leadership Roles

RFT, former Board member
SunFest of Palm Beach County, former Environmental Chair
SWANA
SWANA Waste Reduction, Recycling, and Composting Technical Division, former Vice Director
SWANA Florida Sunshine Chapter's Recycling Committee, former Chair

➤ **Commercial Recycling Program, Manatee County, FL**

Miriam developed and managed this project, which included a business survey and analysis, a benchmarking study, program recommendations, developed educational materials, developed a program schedule, and researched other local government ordinances for mandatory programs.

➤ **Florida Organics Recycling Center for Excellence, Sumter County, FL**

Miriam served as Project Manager of FORCE since its inception more than 15 years ago. FORCE was established through a cooperative effort between the FDEP and Sumter County. Initially funded by a legislative appropriation, it was created to address the need for environmentally sound and economically feasible methods for recycling organics and agricultural wastes. Miriam oversaw numerous FORCE projects, including an evaluation of composting regulations in the U.S. that led to revisions in Florida's regulations; numerous pilot projects, including food waste; and maintenance of the FORCE website, a clearinghouse of information.

➤ **Food Waste Diversion Study, Mecklenburg County, NC**

Miriam managed this study to benchmark food waste generation and management in Mecklenburg County, and to identify the gaps and opportunities for food waste collection, processing, and marketing. The resulting information also was used to revise the county's Solid Waste Master Plan. Based on the results of this project, the county currently is planning to pilot a food waste collection program for large generators.

➤ **Waste Reduction Program Development, Charleston County, SC**

Miriam developed multiple waste reduction programs for Charleston County, including commercial, food waste, schools, parks and recreation, special events, public spaces, and educational materials and tours as part of an integrated solid waste management system. Miriam also evaluated and provided recommendations to improve the residential curbside recycling program as part of the county's program to achieve a 40 percent recycling goal. For each program, Miriam developed technical language for inclusion on the county's Environmental Management website.

➤ **Construction and Demolition Recovery Incentives, Sarasota County, FL**

Miriam managed a project to increase the recovery of C&D debris material using appropriate incentives. Initially, research was conducted on the types of regulatory/policy, marketing, and economic incentives utilized throughout the United States. Based on Sarasota County's C&D infrastructure, KCI worked with county staff to develop a pilot program plan. Miriam then implemented the pilot program, including coordination with local builders, training and overseeing field staff, developing a measurement and valuation system, and preparing outreach and educational materials for builders and contractors.

Miriam has received the following industry awards:

- 2008 Recycler of the Year, RFT
- 2004 Technical Division Award, SWANA Waste Reduction/Recycling/Composting
- 2000 Appreciation Award, RFT

Peter Engel **Senior Consultant**

Peter Engel has worked since 1987 with public and private sector clients in recycling, composting, and integrated solid waste management (ISWM). From conceptual design to implementation and program optimization, Peter blends system-thinking and strong technical knowledge to help clients achieve their waste management improvement goals.

Peter has helped implement innovative solutions and best practices in recycling, composting, and ISWM for a wide range of local and regional governments and industries. His work experience includes:

- Solid waste management plans
- Regulatory analysis and development
- Composting facility development and operations
- Recycling facility development and operations
- Public-private partnerships and procurement
- Collection system planning and analysis
- Financial analysis and rate studies
- Operational performance improvement

He is also an experienced trainer having worked with both management and operational personnel in domestic and international contexts.

He has worked on projects through North America and his international experience includes project assignments in Egypt, Tajikistan, the Maldives, Bulgaria, Senegal, Liberia, and El Salvador.

Peter has managed or played a major technical role in the following projects:

➤ **Solid Waste Management System Planning and Implementation, Charleston County, SC**

Peter helped lead a comprehensive analysis of the county's waste streams and existing collection, recycling, and disposal programs, based on which the county decided not to renew its waste-to-energy contract and instead to focus on achieving a 40 percent recycling goal. Peter continues to work closely with the county to design and implement programs and facilities for maximizing materials and organics recycling. He has focused on improving existing MRF operations, development of a new regional MRF, developing information management systems, and managing transfer and disposal contracts.

➤ **Florida Organics Recycling Center for Excellence, Sumter County, FL**

As part of this state-funded center's multi-faceted work, Peter led organic waste recycling research and demonstration projects designed to advance the organics recycling industry in

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Formal Education

Antioch University, NH
MS, Resource Management and
Administration, 1988

Connecticut College, CT
BA, Human Ecology, 1981

Affiliations and Leadership Roles

USCC, Legislative & Environmental
Affairs Committee

Northeast Resource Recovery
Association

Antioch University New England,
Adjunct Faculty, Environmental Studies

Florida. This work included two separate food waste collection programs and compost demonstrations.

➤ **Composting Facility Development, Emerald Coast Utilities Authority, Pensacola, FL**

Peter has been working closely with ECUA through the planning, permitting, development and start-up of a 12 dry ton per day biosolids composting facility. Initial assistance included development of material mass balances, technical advice facility design, and preparation of the facility operations plan. After the permit was obtained and ECUA completed construction, Peter has continued to provide technical assistance for training, start-up, and operations.

➤ **Composting Pilot Project, Hillsborough County, FL**

Hillsborough County historically has managed biosolids through land application or landfill disposal. Peter coordinated the implementation of a large (10 dry tons per day) biosolids composting project that combined biosolids with the county's processed yard waste, thereby securing recovery and beneficial use of both material streams. The pilot involved development and permitting of a temporary composting facility. Peter helped coordinate all aspects of implementation, operation, and analysis for the pilot. Using the pilot project results, financial projections were developed for full-scale implementation. The pilot provided the factual basis for county staff subsequent decision to go forward with implementing a full-scale facility.

➤ **Florida Department of Environmental Protection: Composting Regulation Revisions, Tallahassee, FL**

Peter conducted a detailed analysis of state compost regulations in the US; developed recommendations for regulatory revisions; and participated in FDEP technical advisory group.

➤ **Operational & Financial Analysis of Collection Operations, Tallahassee, FL**

Peter analyzed of the city's waste collection operations to determine potential savings through operational improvements or privatization and projected commercial user fees to support improved services and expanded recycling opportunities.

➤ **Solid Waste Management Strategic Planning, Sarasota, FL**

Peter evaluated operational efficiency and costs of the city's existing collection, recycling, composting and transfer operations and helped develop recommended strategies for the city to contain waste management service costs, as well as increase diversion of waste from disposal.

Provided below are summaries of just a few of the projects conducted by Peter prior to working with KCI:

- *Raleigh, North Carolina:* Operational and cost analysis of solid waste, recyclables, and yard waste collection service alternatives.
- *Front Royal, Virginia:* Time and motion study of solid waste collection, enumeration of cost effectiveness and productivity enhancement measures, and analysis of alternative collection operations and economics.

Lisa Lamppert **Senior Consultant**

Lisa Lamppert has 13 years of consulting experience and 5 years with KCI. Lisa's passion is to help others excel at their passion. She is an expert problem-solver who specializes in strategic assessment and development, process improvement, and change management. Lisa has strong communication and critical thinking abilities.

Lisa is adept at financial analyses, system modeling, and comparative evaluations. She has worked on several projects that included comprehensive, dynamic modeling for feasibility studies, cost of service analysis, and rate model development. Her ability to think strategically and her attention to details enables her to produce thorough documents for our clients.

Prior to joining KCI, Lisa ran her own consulting firm which offered innovative management solutions including business coaching, strategic planning, operational audits, financial reviews, and customized management training programs. Lisa is an integral part of KCI's team and has managed or been lead on the following projects:

➤ **Rate Model, Manatee County, FL**

Lisa assisted Manatee County with updating and enhancing the dynamic rate model that KCI previously developed for the County. The rate model projects customer units and hauler service rates, calculates blended customer billing rates for the two service districts, and projects revenue and expenses. Enhancements were made to reset customer billing rates based on contractual hauler payment rates and track the enterprise fund's unrestricted fund balance to project whether the target fund balance would be met with current rates. The rate model was utilized to model various scenarios involving service rate and tipping fee changes that would help ensure the financial viability of the solid waste enterprise fund over the course of the planning period.

➤ **Solid Waste Utility Rate Study, Wilmington, NC**

Lisa assisted the City of Wilmington by developing a dynamic spreadsheet-based rate model to estimate cost of services and project five years of revenue and expenses for the city's multi-faceted Pay-As-You-Throw program, which is primarily funded through service rates. The baseline analysis projected a budget shortfall and identified significant billing issues. Lisa modeled two fee schedules that would help to maintain the health and stability of the Solid

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Formal Education

University of Tampa
John H. Sykes College of Business
MBA, Management Concentration
BS, Management, Finance Minor

Supplemental Education

SWANA Certified Recycling Systems
Manager, 2012

Professional Highlights

Professional Development Trainer
Organizational Change Coach
University of Tampa MBA Coach

Waste Enterprise Fund and KCI was retained to perform additional work to review the city's third-party billing system.

➤ **Solid Waste and Recycling Operational Plan, Deerfield Beach, FL**

Lisa assisted the City of Deerfield Beach with the development of the city's Solid Waste and Recycling Division operational plan. After an initial assessment and overview of the city's solid waste operation, an operational plan was initiated with recommendations to help the division improve efficiency and cost-effectiveness in its collections services. The operational plan highlighted the Division's mission and established goals for the next five-year planning period. Lisa was the internal lead in the development of the plan and provided strategic, operation, fiscal, and change management insight.

➤ **Route Rebalancing Analysis, Ft. Lauderdale, FL**

Lisa provided technical service to the City of Ft. Lauderdale and its franchise haulers with the rebalancing of the city's solid waste collection routes. The project goal was to develop routing options to provide a safe environment for collectors/haulers as well as residents, balance daily pickups, limit non-productive driving time, consolidate civic associations, synchronize routes, and minimize collection changes. The project also identified operational efficiencies and helped to reduce the city's carbon footprint.

➤ **Recycling Alternatives Analysis, Lakeland, FL**

Lisa conducted a recycling alternatives analysis for the city to show side-by-side comparisons of six different recycling collection systems utilizing different types of collection vehicles, staffing sizes, and collection containers. She developed a model that showed the financial implications of each system, a sensitivity analysis that identified variables had the greatest impact to each system, and a qualitative analysis of each system. Lisa presented the findings before the City Commission, which resulted in the unanimous decision to convert to carted single stream recycling to increase recycling, reduce collection expenses, and provide greater convenience to city residents.

➤ **Solid Waste System Strategic Planning, Hillsborough County, FL**

Lisa was integrally involved in planning and preparation of two bids for collection and processing services. Project activities included identification of advantages and disadvantages of collection service options, rate comparisons, evaluating potential service modifications, developing two invitations to bid with associated contracts, and multiple Board presentations. Final contract amounts for collection services are valued at \$600 million over the life of the contracts, and the processing contract allows for the county to earn revenue share for each inbound ton of program recyclables received by the contractor. Upon the county's adoption of automated solid waste and single stream recycling, Lisa prepared the procurement for more than 520,000 solid waste and recycling carts.

Prior Employment History

- Lamppert Consulting, Owner/Consultant
- University of Tampa, Sykes College of Business, Graduate Assistant – Graduate Programs, Management Department, Non-Profit Management Program, Leadership Coaching Program

Shane Barrett **Consultant**

Shane Barrett has been with KCI for 13 years during which he has planned and supervised the field work for 50 waste characterization and recyclables composition studies. These studies include sorting events ranging from one-day to three-weeks, single-season to multiple-seasons, and from single to ten generator sectors. In total, Shane has overseen the sorting of more than 2,500 samples.

In addition, Shane assists with operational assessments, service transitions, design and implementation of pilot and full-scale material recovery programs, development of outreach and educational materials, and data analysis. He monitors recovered material prices and trends in waste stream and recovered material compositions.

Shane has special expertise in and advanced knowledge of a variety of software programs and research tools. Because of his exceptional support skills, Shane has become a vital member of the projects on which he has assisted, a few of which are summarized below.

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sbarrett@kesconsult.com

Formal Education

Florida State University, FL
BS, Biological Sciences, 2001

Supplemental Education

FDEP Contracts/Grants Manager
Certified, 2002

FDEP Certified – Florida Green
Lodging Assessor, 2005

Affiliations & Leadership Roles

RFT, Board of Directors

SWANA – Florida Chapter

ASTM – Review committee for
characterization study protocol

➤ **Single Stream Transition Management, Manatee County, FL**

Shane is currently managing the day-to-day operations of the County's transition to single stream collection. Shane plans and leads the monthly hauler meetings, maintains a transition checklist, helps with education and outreach and reviews hauler submissions related to addresses and cart counts to ensure the project remains on schedule.

➤ **Comprehensive Waste Composition Study, Manatee County, FL**

Shane planned and conducted a two-season, 10-day, countywide waste composition study for Manatee County. The study included three generator sectors (single-family residential, multi-family residential, and commercial waste). Shane was responsible for developing the sampling schedule, coordinating with haulers, developing sorting and sampling protocols, worker training, sample selection and sorting, data analysis, and report preparation. More than 80 loads of waste were sorted during the sorting events.

➤ **Comprehensive Commercial Recycling Program, Manatee County, FL**

Shane developed a Commercial Recycling Brochure and a "Buy Recycled" Guide for the County's commercial recycling program. He also prepared an Introductory Commercial

Recycling Presentation for local businesses interested in initiating a recycling program, helped to prepare a Business Recycling Survey, and drafted the final survey report.

➤ **FDEP Annual Waste Reduction Reports, Manatee County, FL**

Shane took the lead when it came to County Recycling Data. Because of his experience at the FDEP, he has firsthand knowledge of what the Department is requesting. Shane was responsible for surveying businesses to find additional recycling credit, preparing the County Tables, calculating alternative energy credits, and working with County and FDEP staff to ensure that all of the required data is submitted correctly and on time. He also prepared the backup data that must be submitted in order to receive additional recycling credit and reviews the tables once received from the FDEP to verify that the data reflects the County's recycling efforts.

➤ **Single Stream Pilot, Fayetteville, AR**

Shane is currently managing a carted, single stream recycling pilot of 1,000 households. Shane assisted in route selection and is currently assisting in recording benchmark data using a vector system that will monitor the time it takes the current curb-sort vehicles at each household. This data will then be compared to similar data once the automated side loaders are utilized to service the single stream carts during the pilot. Results of the pilot will be utilized to justify recommendations made in the final Master Plan being developed for the city.

➤ **Beach Recycling Pilot Program, Pinellas County, FL**

Shane developed and helped implement a four-month pilot program at three beach locations that evaluated different container types, locations, and signage. Shane coordinated the participation of three county departments and three cities, evaluated collection containers, conducted waste composition studies prior to and during the pilot, conducted a survey of beachgoers, and evaluated the success of the pilot program.

➤ **Construction and Demolition Debris Recovery Incentives, Sarasota County, FL**

Shane assisted in researching seven jurisdictions across the nation to identify incentives being offered to businesses and homeowners to increase C&D debris recycling participation. He was responsible for compiling the data and drafting a letter report that summarized the research and provided conclusions and recommendations for enhancing the county's C&D recovery efforts.

➤ **MRF Feasibility Study, Pinellas County, FL**

Shane assisted in evaluating the lack of processing capacity for recyclable materials in the Tampa Bay area. Shane assisted with a needs assessment by evaluating existing processing capacity in the area and quantifying the need for additional capacity.

Prior Employment History

- FDEP, Waste Reduction Section

Ryan Graunke **Research Analyst**

Ryan Graunke has been with KCI for over a year, following two and a half years' experience writing environmental regulatory permits for the Indiana Department of Environmental Management. He has a long-term passion for science and the environment, and in particular for reducing society's waste. Ryan is a creative problem solver and fast learner with a relentless dedication for his work.

Ryan's experience with solid waste goes back to when he was an undergraduate at the University of Florida, where he was an intern with the Office of Sustainability. He assisted in the development of a recycling program for on-campus tailgating activities. He also launched a campaign to teach students about what materials are recyclable on campus.

Ryan's passion for waste reduction became focused on food waste and specifically the anaerobic digestion of food waste. For his undergraduate thesis, he conducted a food waste audit of an on-campus dining hall and, using a research digester, measured the biogas potential of the dining hall's food waste. This work carried over to his graduate research for which he conducted several waste audits at local schools, restaurants, and a small farm, and used various laboratory techniques to analyze the collected food waste for its biogas and fertilizer potential.

Ryan is a scientifically-minded individual and an accomplished researcher with skills in designing experiments, data analysis, and technical writing. His undergraduate thesis won the Student Research on Campus Sustainability Award from the Association for the Advancement of Sustainability in Higher Education in 2008. Ryan's Master's thesis on the effect of mechanical pretreatment on the anaerobic digestion of food waste won the Award of Excellence for Graduate Research by the University of Florida – Institute of Food and Agricultural Sciences for the "Best Thesis" in 2011. He has authored two scientific articles that have been published in peer-reviewed journals, including one titled "Food Waste Auditing at Three Florida Schools."

Following graduate school, Ryan has coupled his scientific skills with experience in the regulatory field working as an air permit writer with the Indiana Department of Environmental Management. As an air permit writer, Ryan became adept at interpreting and apply environmental air regulations, a skill that easily translates to the solid waste world.

A few of the recent relevant projects in which Ryan has assisted are provided below.

Commercial Food Waste Compost Pilot, Fayetteville, AR

The City of Fayetteville is conducting a commercial food waste compost pilot at its existing yard waste compost facility. Ryan was highly involved during all phases of the pilot. He wrote

Email Address

rgraunke@kesconsult.com

Formal Education

University of Florida, FL
MS, Interdisciplinary Ecology, 2011

University of Florida, FL
BS, Environmental Science, 2008

Affiliations & Leadership Roles

RFT, Organics Committee Member

the operational plan for the pilot and used the city's data to plan for food waste collection and calculate the capacity of food waste at the site. Ryan is currently managing all data for the project, including collection volumes, monitoring and testing results, and compost tonnages. Ryan also developed a survey for the pilot participants' feedback. Ryan is the primary KCI contact person for the pilot program, assisting city staff with any questions or issues that arise.

➤ **Composting Pilot, Hillsborough County, FL**

Ryan worked with KCI and county staff to oversee a pilot project testing the feasibility of composting the county's biosolids. The project involved mixing ground yard waste with biosolids from the county's wastewater treatment plant and comparing different composting techniques to assess the potential of full-scale implementation of biosolids/yard waste composting. Ryan assisted in monitoring activities to ensure that the composting procedures comply with FDEP and the general best management practices of the composting industry. Ryan was responsible for compiling and managing all data collected during the project, drafting weekly reports to FDEP, and overseeing on-site activities.

➤ **Composting Operation and Marketing Support, Emerald Coast Utilities Authority, Pensacola, FL**

Ryan provided technical and field support for the implementation of a biosolids composting facility by ECUA. Ryan's primary responsibility was to develop a comprehensive marketing assessment and compost marketing plan in order to successfully market and distribute compost produced by the facility to end users. He assisted ECUA in developing an open house event to kickoff compost distribution. Other project tasks included preparing training materials, assisting facility staff during on-site visits, and maintaining communication with the client.

➤ **Multi-Family and Commercial Recycling Program, Fort Pierce, FL**

Ryan was part of a team working to assist the City of Fort Pierce to develop a plan to implement a city-wide multi-family and commercial recycling program. Responsibilities included communicating with the city representative to obtain information required for our analysis, organizing and analyzing data received from the city, developing an operations and financial assessment model, and drafting technical reports as project deliverables.

➤ **Recyclables Composition Study, Sarasota County, FL**

Ryan was the field supervisor for a comprehensive recyclables composition study of curbside-collected dual stream recyclables. He was responsible for all aspects of planning, executing, and analyzing the study. Specific tasks included developing sort protocol, material categories, and site safety plan, planning for field work logistics, overseeing proper sampling and sorting procedures, managing the temporary laborers, analyzing data, and preparing the final report.

Prior Employment History

- Indiana Department of Environmental Management, Air Quality Permit Writer
- University of Florida, Soil and Water Science Department, Graduate Research Assistant

3.5 Ownership Interest

KCI has NO ownership interest in any other entities involved in providing services set forth in the RFP. Furthermore, KCI has no ownership or other relationship with any entity that would present a real or perceived conflict of interest in conducting the work sought by Manatee County.

3.6 Staffing Level

KCI has the necessary staff and resources available to address the County's needs for the duration of this contract. Proper planning is essential to maintaining key staff availability so that a project will progress in a timely and organized manner. KCI manages the availability of key staff by only taking on new projects when workload allows. Workload projections, updated by the Project Manager on a monthly basis, allow us to project upcoming work against staff availability to make sure that adequate manpower will be available for our projects. By doing so, we are able to properly serve our clients and maintain a high level of personal service. Our workload typically results in an average of 50 to 60 percent utilization of our workforce, allowing more than adequate capacity to take on this project.

KCI has 11 full-time and 3 part-time staff members, as indicated in the table below. Therefore, the ratio of full-time to part-time personnel is 11:3.

Name	Title	Full-Time or Part-Time
Mitch Kessler	Principal	FT
Robin Mitchell	Director of Technical Services; Project Director	FT
Don Ross	Director of Operations; Project Manager or Senior Consultant	FT
Miriam Zimms	Director of Programs; Project Manager or Senior Consultant	PT
Peter Engel	Senior Consultant	FT
Lisa Lamppert	Senior Consultant	FT
Shane Barrett	Consultant	FT
Jeaux Brown	Consultant	FT
Ryan Graunke	Research Analyst	FT
Taylor Cremo	Research Analyst	FT
Nikki McNew	Administrative/Tech Support	FT
Annie Mathew	Administrative Support	FT
Ben LaRochelle	Technical Support	PT
Ben Doster	Technical Support	PT

We utilize temporary labor only when it is required to effectively and efficiently complete a project task. In most cases, this is for waste characterization studies where we utilize local temporary labor companies for additional sorting labor. No subcontractors are envisioned or included at this time.

3.7 Authorization to Audit

KCI provides authorization for a Manatee County auditor and/or financial analysts to have access to our financial records, upon request, at our Hillsborough County office or other location as may be agreed, for the purposes of verifying financial representations, review and assessment of historical and current financial capacity, and expected ability to meet ongoing financial obligations to the County as provided for in this proposal.

3.8 On-Point Collection and Recycling Projects

Collection and recycling projects are a core part of the work we do. In fact, most of our projects entail some element of materials collection and/or waste diversion and recycling. An exhaustive list of these projects would be too cumbersome for this proposal; therefore, we are providing two tables that highlight what we believe to be some of the most on-point projects.

The table on the following page lists some of the most relevant collection projects we have conducted during the last five years. These include procurements for collection services, collection operational analyses, and route optimizations.

The table on page 58 lists key recycling projects conducted during the last five years. We have tried to include examples of the array of recycling services we provide, including recycling program design and development, education and outreach, processing procurements, and facility development assistance.

Additional details regarding some of the projects listed on these tables, as well as client contact information, are provided in the project descriptions in Section 1.2. All of the projects listed were conducted through our office located in Hillsborough County.

We firmly believe that it is not what we say, but what *our clients say* that really matters, so we encourage Manatee County to contact any of the clients referenced in this proposal. In addition, several client reference letters are provided in Section 3.12.

Relevant Collection Project Accomplishments

Client	Collection Assistance	Results
Charleston County, SC	➤ Analysis of city-provided collection services, including curbside, drop sites, and HHW	➤ Conversion to single stream recycling and additional operational improvements
Deerfield Beach, FL	➤ Single stream program implementation ➤ Solid waste services assessment ➤ Back office software implementation	➤ 18% increase in recycling tons in the first month ➤ 50% reduction in recycling routes; >\$5 million back to General Fund ➤ Departmental control over revenue assurance
Fayetteville, AR	➤ Single stream pilot program	➤ 90% increase in recyclables collected; 58% reduction in collection time over current curbsort system
Greenville, SC	➤ Route optimization and conversion to single stream	➤ 67% reduction in collection labor with associated cost savings
Hillsborough County, FL	➤ Collection bid ➤ Cart bid	➤ 34% reduction in residential rates ➤ Largest single stream conversion in Florida
Indian River County, FL	➤ Residential and commercial collection RFP	➤ Conversion to carted collection; 18% reduction in curbside rates
Jackson County, FL	➤ Residential collection contract renegotiation	➤ No rate increase for 2 years
Key West, FL	➤ Collection, recyclables and yard waste processing, and transfer station operation bid	➤ Potential to reduce total service fees by 10%
Lake Mary, FL	➤ Collection and recyclables processing RFP	➤ 16% in annual savings under new contract
Leon County, FL	➤ Collection bid	➤ 30-41% residential rate reduction
Longboat Key, FL	➤ Collection and recyclables processing RFP	➤ 25% reduction in total annual fees; conversion to single stream carts
Maitland, FL	➤ Collection bid	➤ 9% reduction in residential rates and use of RFID service verification
Manatee County, FL	➤ Residential and commercial collection franchise renewal	➤ Conversion to single stream recycling; franchisees provide carts; no increase in service rates
Plant City, FL	➤ Efficiency study and route optimization ➤ Feasibility study of residential automated collection	➤ Potential to eliminate one route and reduce costs by 17% ➤ Potential to reduce drivers from 21 to less than 10
Southwest Ranches, FL	➤ Collection RFP	➤ 38% reduction in residential and commercial rates

Relevant Recycling Project Accomplishments

Client	Recycling Assistance	Results
Boulder County, CO	➤ Recycling Center analysis	➤ Recommendations for operational and financial improvements
Charleston County, SC	➤ Multi-family recycling program plan and toolkit ➤ Commercial recycling plan and educational materials ➤ Expanded recycling program at largest county park ➤ Waste assessment at large public venue ➤ New MRF processing equipment procurement	➤ Over 120 MF properties (570 units) began participating in first year ➤ Over 800 assessments in first year; 1,000 businesses added to program ➤ Recycling program serves as model for other parks ➤ Recommendations implemented to increase public awareness ➤ Recommendation of vendor that exceeds county's conditions
Deerfield Beach, FL	➤ Single stream implementation ➤ Recyclables processing Invitation to Bid	➤ 18% recycling increase in first month ➤ City recycling revenue of over \$40 per ton
Durham, NC	➤ Recyclables transfer and processing RFP	➤ Decrease in transfer fees ➤ 50% increase in recycling revenue
Emerald Coast Utilities Authority, Pensacola, FL	➤ Procurement for MRF development ➤ Recyclables composition study	➤ Processing equipment and operator vendor selection ➤ Used to establish contractor fees and revenue sharing terms
Fort Pierce, FL	➤ Multi-family and commercial recycling assessment	➤ Developed framework for complementary program
Hillsborough County, FL	➤ Residential single stream ➤ Recycling collection and processing procurement ➤ Single stream education and outreach assistance	➤ 85% increase in recyclable material ➤ Substantial increase in recycling revenue to county
Lakeland, FL	➤ Recycling alternatives analysis	➤ Implemented carted single stream recycling
Pinellas County, FL	➤ "Cutting Waste at Work" program evaluation, training and pilot	➤ Improved training materials and program awareness
Public Venue (Confidential Client)	➤ Recyclables composition study ➤ Recyclables transfer and processing negotiations	➤ Established organics collection program ➤ Increase in recycling revenue
Sarasota County, FL	➤ Recyclables processing procurement	➤ Estimated 30% increase in revenue
Seminole County, FL	➤ Recycling program plan development	➤ Ongoing identification of waste diversion opportunities

3.9 Proposed Cost

When contracting for consulting services, what you get is experience and time. Based on our hourly rates, which are very competitive in the solid waste industry, and our staff's exceptional expertise, we believe KCI provides the most qualified team at the greatest value. We are proud of our firm's reputation for client service and are committed to continuing a tradition of excellence. Our goal is to provide clients with continuity, creativity, and personalized service unmatched by any other company.

Professional services will be provided at the labor rates set out below. These hourly rates include direct/indirect overhead, margins/profit, customary expenses such as copying, and postage, and travel within Manatee County.

Position	Rate/Hour
Principal	\$200
Project Director	\$170
Project Manager	\$155 - \$165
Senior Consultant	\$110 - \$145
Consultant	\$90 - \$105
Research Analyst	\$75 - \$85
Administrative/Tech Support	\$60

Travel expenses outside of Manatee County will be invoiced in accordance with Florida Statutes. Due to our close proximity to the County, travel expenses should be minimal.

3.10 Grant and Funding Experience

KCI has extensive experience and success in preparing grant proposals that have been selected for funding and in managing grant projects. Since 1997, we have written 37 proposals for FDEP innovative grants that were fully funded for a total amount of over \$6.6 million.

Since the loss of the FDEP's Innovative Grant Program in 2012, KCI has worked effortlessly to identify other potential funding sources. We continually monitor industry publications, list serves, and conferences to ensure that we know when grant opportunities are available. You can be assured that KCI will notify the County of any potential grant opportunities.

KCI's grant assistance extends far beyond proposal preparation. We realize that grants are a supplementary source of funds for solid waste programs; however, they do require staff resources and activities that must be accomplished in addition to their everyday solid waste operations. Therefore, KCI also assists clients in getting the most out of grant funding by overseeing project implementation, providing technical assistance, working with community partners, preparing project documents and reports, and managing and administering overall project activities. We strive to accomplish all project objectives in a timely fashion and to optimize our clients' benefits from the project while meeting the funding agency's contractual requirements.

In addition to grant opportunities, KCI has also had success developing public/private partnerships for our clients. For example, we have utilized our industry contacts to obtain private sector cooperation in various pilot programs.

The chart on the following page demonstrates our extensive experience with preparing innovative grant proposals. In most of these projects, KCI not only prepared the grant proposal, but also managed and assisted in implementing the grant project.

Community	Year	Description	Grant Amount
Charleston County	2012	Glass Beneficiation System	\$50,000
Okaloosa County	2008	Calm Before the Storm: End-Markets for Storm Debris	\$288,000
Okaloosa County	2008	Institutionalizing Green Building for Future Generations	\$62,781
City of Ft. Lauderdale	2007	Greening Florida's Beaches, Boats & Bars	\$297,500
City of Tallahassee	2007	The Greening of Florida: A SWM Roadmap	\$259,000
City of Tampa	2007	Race to Recycle: Recycling at Outdoor Venues	\$76,500
Pinellas County	2007	Capturing the Commercial Stream	\$116,500
Sarasota County	2007	C&D Debris Recovery Program Incentives	\$220,000
City of Tallahassee	2006	Greening the Government	\$200,000
City of Tampa	2006	Urban Barriers to Recycling	\$199,500
Hillsborough County	2006	Pay-As-You-Throw Pilot and Feasibility Study	\$200,000
Jackson County	2006	Incentives for Rural Recycling Drop-off	\$200,000
Sumter County	2006	Enhancing Markets for Disaster Debris	\$200,000
City of Tampa	2005	Greening of Events & Venues	\$200,000
Hillsborough County	2004	Greening Property Managers	\$150,000
Pinellas County	2004	Beach Recycling Pilot Program	\$112,870
Sarasota County	2004	Green Business Certification	\$150,000
Sumter County	2004	100% Concrete Recovery	\$150,000
City of Tallahassee	2004	Municipal Green Building Certification	\$150,000
Manatee County	2003	Green Building Strategies: Hospital Construction	\$200,000
Gadsden County	2001	Manufacturing Tile from Recovered Materials	\$280,500
Leon County	2001	Commercial & Residential Waste Diversion	\$380,000
Palm Beach County	2001	Prison Waste Reduction Program	\$308,000
Seminole County	2001	Solid Waste Decision-Support Tool	\$219,500
Sumter County	2001	BMPs for Treated & Untreated Wood	\$270,000
Pinellas County	2000	Advanced Waste Composition Model	\$210,000
Sumter County	2000	Vermicomposting Institutional Organics	\$49,600
Sumter County	2000	Processing Mixed Cullet for Alternative Markets	\$179,000
Alachua County	1999	Composting Institutional Organics & Biosolids	\$187,500
Alachua County	1999	Reuse & Recycling C&D Waste	\$84,947
Palm Beach County	1999	Florida Atlantic University Recycling Program	\$86,950
Duval County	1998	Polystyrene Recycling in Schools	\$300,000
Palm Beach County	1998	Optical Sorting System to Recover Mixed Cullet	\$213,050
Sumter County	1998	Composting Undeliverable Mail	\$299,600
Total Grants Funded – \$6,551,298			

3.11 Statement of Qualifications

KCI has a 16-year history of working with Manatee County on a variety of successful solid waste projects. As demonstrated in this proposal, our extensive experience combined with our knowledge of the local industry marketplace, makes us uniquely qualified to assist the County in its future solid waste projects.

➤ We Know Manatee County

KCI has successfully completed a variety of solid waste projects for Manatee County. Most recently KCI assisted in negotiating renewal of the County's collection franchise agreements, and we are currently assisting with the transition to single stream recycling. KCI has also helped with competitive procurements, conducted rate studies and financial analyses, performed waste composition studies and audits, developed commercial recycling recommendations, and implemented one of the first Green Building projects in Florida.

➤ Manatee County Knows KCI

The same KCI staff that managed and directed the County's past projects are the same staff that we are proposing for the County's future projects. Mitch Kessler and Robin Mitchell will continue to serve as Principal and Project Director. Don Ross, Miriam Zimms, or Peter Engel will serve as Project Manager depending on the focus of the project at hand. Additional KCI staff members, including Lisa Lamppert and Shane Barrett, will provide subject matter expertise. Our project team members have hands-on experience running collection operations, operating composting facilities, and implementing material recovery programs. We not only design programs on paper, we have implemented them in the field.

➤ A Winning Partnership

Our knowledge of Manatee County and the successes of our past and ongoing partnership will enable us to hit the ground running with no learning curve. Our local and national industry knowledge makes us highly qualified to help the County evaluate options and ensure the long-term viability of its solid waste management system. KCI has the expertise and experience to effectively and efficiently assist the County in any of the projects listed in the RFP.

➤ We Deliver Results

Most importantly, we understand there is no one right answer for everyone. The program ideas and system recommendations we develop are specific to the client and practical and economical to implement. As a company, KCI is not interested in developing reports that sit on a shelf. We focus on practical and actionable recommendations, and have the hands-on experience to assist in implementing these recommendations. Our depth of knowledge coupled with our understanding of the County will bring about measurable results for Manatee County.

KCI's sole focus is innovation and sustainability in solid waste management planning. We look forward to the opportunity to continue our relationship with Manatee County. We are committed to providing the highest quality and value-added professional solid waste planning services on time and within budget.

3.12 Additional Information

This section provides additional information regarding KCI's industry experience and knowledge, including the following items:

- **Reference Letters**
- **Periodical Articles**
 - "The Recycling Roadmap," *Waste Age*, October 2010, by Robin Mitchell
 - "Ramping up Recycling," *Waste Age*, November 2010, by Robin Mitchell
 - "Rolling Out the Single Stream," *Resource Recycling*, April 2013, by Don Ross
- **Innovative Times – 2 most recent issues of KCI's Client Newsletter**



Manatee County Administrator's Office
1112 Manatee Ave. West
Bradenton, FL 34205
Phone: (941) 745-3798
www.mymanatee.org

February 19, 2015

Mr. Mitch Kessler
Kessler Consulting, Inc.
14620 N. Nebraska Ave., Bldg. D
Tampa, FL 33613

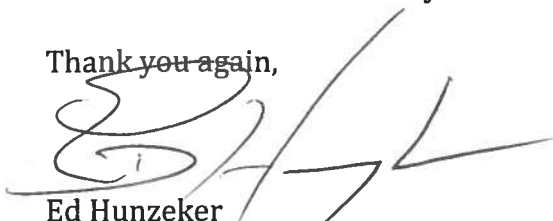
Dear Mr. Kessler:

I want to express my appreciation for the exceptional effort you and Kessler Consulting Inc. made to our recent solid waste contract renewals in recent months. Your input – from early strategizing talks to the contract negotiation period – proved extremely valuable to our government. With your assistance, we were able to negotiate improved levels of trash collection service without an increase to collection costs to our residents. The end result could result in a savings of more than \$5 million for the County, making this negotiation period a true win for our community. Thank you also for your assistance with our ongoing comprehensive solid waste rate study, and for your continued support to staff on solid waste and recycling issues.

Your firm's thorough understanding of solid waste planning have been a true help to our staff. Our Utilities team has noted that over the years you have provided the data and details at every turn, allowing us to make educated decisions in the best interest of our customers. Your experience in our county and throughout the Bay area provides unique perspective and command of contractor agreements.

As always, we appreciate your expertise, reliability and responsive attitude. It's a pleasure working with you and the Kessler team. Please let me know if we at Manatee County Government can ever be of assistance to you.

Thank you again,



Ed Hunzeker
Manatee County Administrator



County Administrator
Michael S. Merrill

**Board of County
Commissioners**

Kevin Beckner
Victor D. Crist
Ken Hagan
Al Higginbotham
Lesley "Les" Miller Jr.
Sandra L. Murman
Stacy R. White

County Administrator
Michael S. Merrill

**County Administrator
Executive Team**

Lucia E. Garsys
Carl S. Harness
Gregory S. Horwedel
Ramin Kouzehkanani
Liana Lopez
Bonnie M. Wise

County Internal Auditor
Michelle Leonhardt

County Attorney
Chip Fletcher

**Office of the County
Administrator**
PO Box 1110

Tampa, FL 33601-1110
Phone: (813) 276-2843
Fax: (813) 272-5248

February 12, 2015

Mitch Kessler
President
Kessler Consulting, Inc.,

Dear Mr. Kessler:

I offer this letter of reference in connection with the performance of your firm as a contracted consultant to Hillsborough County.

Since your firm's first engagement with the County in 2006, you have assisted the County in evaluating its existing recycling program and provided recommended options for improvement. In 2007, you reviewed the existing solid waste collection franchise agreements, evaluated options for types and levels of service, and assisted with the renegotiation of the agreements.

Most recently, you were instrumental and a valued advisor in assisting the County with the strategic planning, procurement, and program rollout of our new, and very successful, automated collection and processing system. This work included roll cart procurement, waste characterization, and presentations to the BOCC.

Currently you are assisting us with ongoing management activities and are undertaking a compost feasibility study and pilot program at the South County landfill that is designed to lower the County's bio-solids management costs.

I very much appreciate your professional, responsive and valuable advice to the County. I wholeheartedly recommend you and your firm, and I am pleased to provide this letter of reference.

Sincerely,

Michael S. Merrill
County Administrator

cc: Lucia Garsys, Chief Administrator for Infrastructure and Development Services

Teddie E. Pryor, Sr.- Chairman
J. Elliott Summey – Vice Chairman
Colleen T. Condon
Henry E. Darby
Anna B. Johnson
Joseph K. Qualey
A. Victor Rawl
Herbert R. Sass, III
Henry D. Schweers



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CHARLESTON COUNTY COUNCIL
LONNIE HAMILTON, III PUBLIC SERVICES BUILDING
4045 BRIDGE VIEW DRIVE
CHARLESTON, SOUTH CAROLINA
29405-7464

To Whom It May Concern:

Re: Kessler Consulting, Incorporated

Charleston County, SC engaged the services of Kessler Consulting Inc. (KCI) to complete a high profile, two phase project we called the "Green for Green Solid Waste Management Project." KCI first conducted an operational and financial analysis of our entire solid waste management system with recommendations for long term disposal options. Additionally, KCI was instrumental in engaging and managing a Council appointed 15 citizen advisory committee while working regularly with myself and the other 8 members of our County Council. Their results were invaluable in that they identified the obstacles and recommended viable solutions. Their work was simply outstanding!

KCI then conducted Phase II and prepared a long term strategic solid waste master plan to meet the County's needs by optimizing existing operations and exploring new options. Based on KCI's recommendations, Council adopted a nine point strategy, of which the core concept is to become the premier integrated solid waste management system in the Southeast. To date, KCI's strategic plan has resulted in the following:

- Reduction of our solid waste budget \$17 million annually
- Tripling of our recycling rate
- Privatization of the operation of the county owned MRF, while maintaining all jobs
- design and implementation of a new "All in One" single stream recycling program
- design, permitting, and operation of the first food waste composting facility in SC

KCI continues to provide ongoing operational, strategic, and program assistance to the County. I would highly recommend KCI to anyone who is looking for a top quality consulting firm who listens to your issues and concerns, provides clear recommendations, delivers results, and most importantly, adds real value for your community.

Best regards,

A handwritten signature in black ink, appearing to read "TEPR", is written over a horizontal line.

Teddie E. Pryor Sr.,
Chairman Charleston County Council

JOSEPH DAWSON, III
COUNTY ATTORNEY



Telephone: 843.958.4010
Facsimile: 843.958.4017
jdawson@charlestoncounty.org
Lonnie Hamilton III, Public Services Building
4045 Bridge View Drive
North Charleston, South Carolina 29405-7464

March 1, 2010

Mitch Kessler
Kessler Consulting, Inc
14620 N. Nebraska Ave. Bldg. D
Tampa FL 33613

Re: Letter of Recommendation

Dear Mitch:

I write this letter to recommend the services of Kessler Consulting Inc., to potential clients. Charleston County hired Kessler Consulting Inc., ("KCI") in October of 2008 to perform a comprehensive analysis of its solid waste program with the goal of increasing the County's recycling rate and to establish the premier solid waste program in the Southeast. KCI has been meticulous and insightful in identifying the strengths and weaknesses of the County's program. To that end, the County chose to further its relationship with KCI by tasking it with developing a strategic plan to create and assist the County with implementing an innovative, cutting-edge solid waste program for the County. KCI has performed most of this work under my direct supervision.

KCI's focus at the County is aimed at maximizing recycling and minimizing the need for the landfill as the primary disposal option. KCI successfully recommended innovative approaches for system-wide changes to the County's solid waste program that immediately increased operational efficiencies and resulted in significant cost savings to the County. KCI has been invaluable in assisting my office with reviewing and negotiating contract terms and provisions with prospective vendors that have limited the County's liability and created efficient public/private partnerships within our community.

KCI is a premier solid waste consulting firm. I find KCI's work to be superior, timely, and extremely thorough. The KCI staff is professional, knowledgeable, efficient, and KCI has demonstrated a dedication to helping Charleston County beyond a consultant/client relationship. I am particularly impressed with KCI's ability to communicate complex ideas and concepts simply and plainly. KCI has done a great job communicating with all levels of local government to include the media and the public. Based upon KCI's standards of excellence, I would highly recommend your company to any organization looking to redesign or enhance its solid waste program.

Sincerely,

Joseph Dawson, III
Charleston County Attorney

Department of
Environmental Management
13 Romney Street
Charleston, SC 29403
Tel: 843.720.7111
Fax: 843.720.7115



Administration
Collections
Disposal
Education
Engineering
Recycling
Composting

December 6, 2012

Re: Letter of Recommendation

To Whom It May Concern:

This letter is being written on behalf of Kessler Consulting, Incorporated (KCI). Charleston County has engaged the services of KCI to assist in the design and implementation of targeted recycling programs aimed to support the County's goal of achieving a 40% recycling rate. KCI identified market segments with the greatest potential for waste diversion, assessed the resource requirements for each program, and established a timeline for program implementation. Comprehensive programs designed and implemented to-date have included, but not limited to:

- "All in One" Single Stream Residential Recycling
- Commercial Food Waste Recovery
- Commercial Business Two Cart Recycling
- Multi-family Residential Recycling
- Yard Waste Landfill Plastic Bag Ban
- Customer Service Script, Tracking and Reporting of Incoming Calls
- Annual Earth Day Event
- College & University
- School District K-12
- Parks and Recreation Waste Reduction
- Special Events and Large Venues

For each program, KCI led the plan design for the program and educational materials, web site content, and outreach activities. KCI staff coordinated the involvement of all stakeholders, and helped initiate a complementary relationship between the Programs division and Collection Operations as well as community program partners. The contribution of KCI staff to the Programs Division has contributed to a tripling of the County's recycling rate over the past three years.

KCI's mentoring and training of Programs staff has elevated the performance of each member of the team and contributed to their ability to move the new programs forward with measurable and verifiable results to achieve the County's 40% recycling goal.

I recommend KCI to any organization requiring the expertise and assistance of a solid waste consultant. KCI listens to the unique needs of their clients and provides clear recommendations and innovative solutions that produce targeted results. It has been a pleasure to work with a consultant who takes on our goals and challenges and makes them their own.

If you have any questions, please feel free to contact me.

Regards,

Carolyn Carusos
Recycling Program Manager
Charleston County Environmental Management

recycle.charlestoncounty.org



Solid Waste Management
235 Operations Center
Drive
PO Box 1810
Wilmington, NC 28402-
1810

910 341-7875
910 790-2391 fax
wilmingtonnc.gov
Dial 711TTY/Voice

To Whom It May Concern:

I write this letter to recommend the services of Kessler Consulting, Inc. (KCI), to potential clients. In December of 2013, the City of Wilmington hired KCI to perform a Solid Waste Utility Rate Study. I have nothing but high praise for the staff's professionalism, industry knowledge, and ability to navigate a complicated system while providing clear, practical, and viable recommendations. KCI delivered over and above what was expected!

The City's complex solid waste system includes a Pay-As-You-Throw program utilizing multiple-sized carts, a pay-per-bag system in the central business district, an extensive fee structure, and an Enterprise Fund that absorbs "public service" activities not directly related to solid waste collection services. We wanted to understand the true cost of services in this complex system, including services provided for the public good that were being absorbed by rate-paying customers, and identify how to set rates appropriate for each customer type and service level.

Adding to the complexity, the City utilizes a third-party billing. In the process of developing the rate model, KCI identified discrepancies with customer numbers and billing issues that compromised the stability of our Enterprise Fund. If it were not for KCI we would have continued with business as usual without understanding the huge financial implications. KCI helped us to see the future stability of our Enterprise Fund was in jeopardy and presented recommendations that stabilize the long-term outlook of the Fund. The dynamic rate model provided to us is easy to work with, easy to understand, and an excellent decision-making tool for managing expenses and maintaining a reserve fund to protect our system from unplanned changes.

I had the pleasure to interact with a number of KCI staff members and they are a delight to work with. I cannot begin to say enough good things about our Consultant, Lisa Lamppert. Lisa was never too busy to take a phone call, respond to an email, or take time to fully explain every step in the process. Lisa's attention to detail was exceptional. It did not take long after KCI started the project to realize how blessed we were to be working with her.

The entire KCI team brought extensive knowledge regarding solid waste management into every task conducted and was strategic in recommendations for long-term sustainability. They were thorough in their efforts, delivered a project that was exceptional, and the value to the City far exceeded the cost. In fact, we were so pleased with KCI's work that we have contracted additional work with them. I strongly encourage you to consider KCI as your solid waste management consultant – you will not be disappointed!

Please feel free to contact me at (910) 341-0081 if I can be of any further assistance.

Regards,

A handwritten signature in blue ink that reads 'Dave Bundick'.

Dave Bundick
Superintendent of Solid Waste



DEPARTMENT OF PUBLIC WORKS
& ENVIRONMENTAL SERVICES
401 S.W. 4th Street
Deerfield Beach, Florida 33441
Telephone: (954) 480-4391
Fax: (954) 480-4393

May 23, 2012

Kessler Consulting
14620 N Nebraska Avenue
Building B
Tampa, FL 33613

To Whom It May Concern:

RE: Kessler Consulting

Kessler Consulting, Inc. was awarded a contract with the City of Deerfield Beach in 2011 via a request for qualifications to provide the City with solid waste and recycling consulting services.

The Kessler Team, led by Don Ross worked with City staff to assess existing operations, establish baseline conditions, and compare performance vs. industry standards and other similar sized operations as well as to provide recommendations and a path for improvement through the development of a comprehensive operational plan.

Kessler staff continues to augment City staff by providing their niche and specialty expertise in the solid waste and recycling field as needed through the implementation of several aspects of the operational plan.

Throughout the entire process, the Kessler team maintained flexibility and professionalism even when the direction and needs of the City changed. During these transitional periods, Kessler continued to ensure maximum value was delivered to the City through their services.

Staff intends to request an extension of the original contract term in the near future so that the Kessler consulting team can continue to provide the City with turnkey solid waste and recycling consulting services on an as needed basis.

Should you need additional information regarding the services provided to the City by Kessler consulting, please do not hesitate to contact me at cgregcsek@deerfield-beach.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Grecsek", written over a horizontal line.

Chad Grecsek
Assistant Director of Environmental Services



City of Indian Rocks Beach

1507 Bay Palm Boulevard • Indian Rocks Beach, Florida 33785 • www.indian-rocks-beach.com

Administrative
(727) 595-2517
(727) 595-4627 (Fax)

City Clerk
(727) 517-0204
(727) 595-4627 (Fax)

Public Services
(727) 595-6889
(727) 593-5137 (Fax)

Building
(727) 517-0404
(727) 596-4759 (Fax)

Planning & Zoning
(727) 517-0404
(727) 596-4759 (Fax)

July 29, 2010

To Whom It May Concern:

RE: KESSLER CONSULTING, INCORPORATED

This letter is being written on behalf of Kessler Consulting, Incorporated.

The City of Indian Rocks Beach recently had the firm of Kessler Consulting, Incorporated perform a Solid Waste Collection System Analysis.

Within the scope of the contractual requirements, Kessler Consulting, Incorporated was tasked with providing consulting services that included but were not limited to: Ordinance review, service levels, service locations, standardization of containers, fleet replacement schedules, equipment maintenance, health, safety and risk management, operating budgets, application of new technology, intergovernmental coordination of services, staffing levels and long term planning.

Kessler Consulting, Incorporated provided exceptional service and industry specific knowledge for the aforementioned contract with the project being completed in a timely manner and within budget.

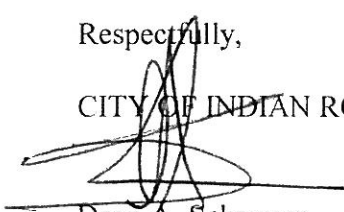
This office attributes the high level of professionalism and quality workmanship to personal involvement and work ethic standards.

In closing, it is a pleasure to work with consultant of this caliber and the City of Indian Rocks Beach envisions a continuation of such a fine working relationship.

Should you have any questions or require further comment, please feel free to contact me.

Respectfully,

CITY OF INDIAN ROCKS BEACH


Dean A. Scharmen
Public Services Director

cc: Calvin Warren, Community Services Supervisor
File

Alachua County Environmental Protection Department

Chris Bird, Director

August 19, 2008

Mr. Mitch Kessler
Kessler Consulting, Inc.
14620 N. Nebraska Ave., Bldg. D
Tampa, FL 33613

To Whom It May Concern:

Please accept our sincere thanks for the tremendous effort that you and your staff put into the Alachua County Recycling and Education Grant awarded by the Florida DEP. KCI successfully developed the synergy necessary to complete this project on time and with an outcome that exceeded our expectations.

The grant, entitled "Building a Cost Effective Commercial and Institutional Electronics Recovery Program" was designed to develop and implement a sustainable and cost-effective operational and marketing program to reduce the costs of disposal, increase material recovery and provide a wide variety of marketing and educational materials for business E-scrap management.

I want to particularly mention Miriam Zimms, Adam Schlachter and Shane Barrett for their relentless pursuit of excellence, their strong research skills, and their firm grasp of the subject matter. The vast insight and experience in managing such a large project that your staff demonstrated during the course of the grant was invaluable to the County. The attention to detail, the interpersonal and technical skills demonstrated and the ability to focus and deliver a high-quality, usable product is a testament to your staff.

Thank you for developing or executing the final products: an informal focus group, BMPs for both donation centers and recycling/hazardous waste managers, employee and owner education materials, demanufacturing program analysis, and a business e-scrap collection event. All items have been very favorably received by the staff of the FDEP, our department, by other county governmental agencies and by the target audience: the businesses and institutions throughout our County. Additionally, Alachua County was recently selected by the North American Hazardous Materials Management Association as the recipient of the 2008 Best Education/Public Outreach Program. The award was due in part to the outstanding contribution made by the Kessler Consulting staff in developing the educational materials and brochures as part the E-scrap grant.

I would highly recommend Kessler Consulting, Inc. to other governmental agencies or businesses seeking the services of a consulting company to develop a comprehensive electronics recycling program within the confines of the solid waste and recycling industry.

Sincerely,



Kurt Seaburg
Hazardous Waste Coordinator
Alachua County Environmental Protection Department



Office of Sustainability
East Hall
ASU Box 32161
Boone, NC 28608-2161

Ph.: (828) 262-2659
Fax: (828) 262-2666
Sustain.appstate.edu

January 22, 2015

To Whom It May Concern:

It is my pleasure to recommend the services of Kessler Consulting, Inc. to you. In 2013, Appalachian State University worked directly with Shane Barrett, Consultant with Kessler Consulting, to conduct a comprehensive waste audit on campus. The company offers top-notch quality, service and rates. Across the board, we are always pleased with their work.

One project in particular illustrates their attention to detail and concern for quality. The project consisted of a two-fold waste audit that included solid waste auditing as well as hazardous waste lab assessments. Through the results of these audits, we have been given the tools we need to promote waste reduction on our campus, and continue toward our zero waste commitments. We believe that their creativity and knowledge of waste auditing strategies helped lead to these successes.

Please consider Kessler Consulting, Inc. for all your solid waste management needs. I recommend them and can't say enough about the positive experience we enjoyed while working with everyone that represented the Kessler Consulting team.

Thank you for your time and consideration. If you would like additional information, please contact me at 828-262-2667 or maxwelljb@appstate.edu.

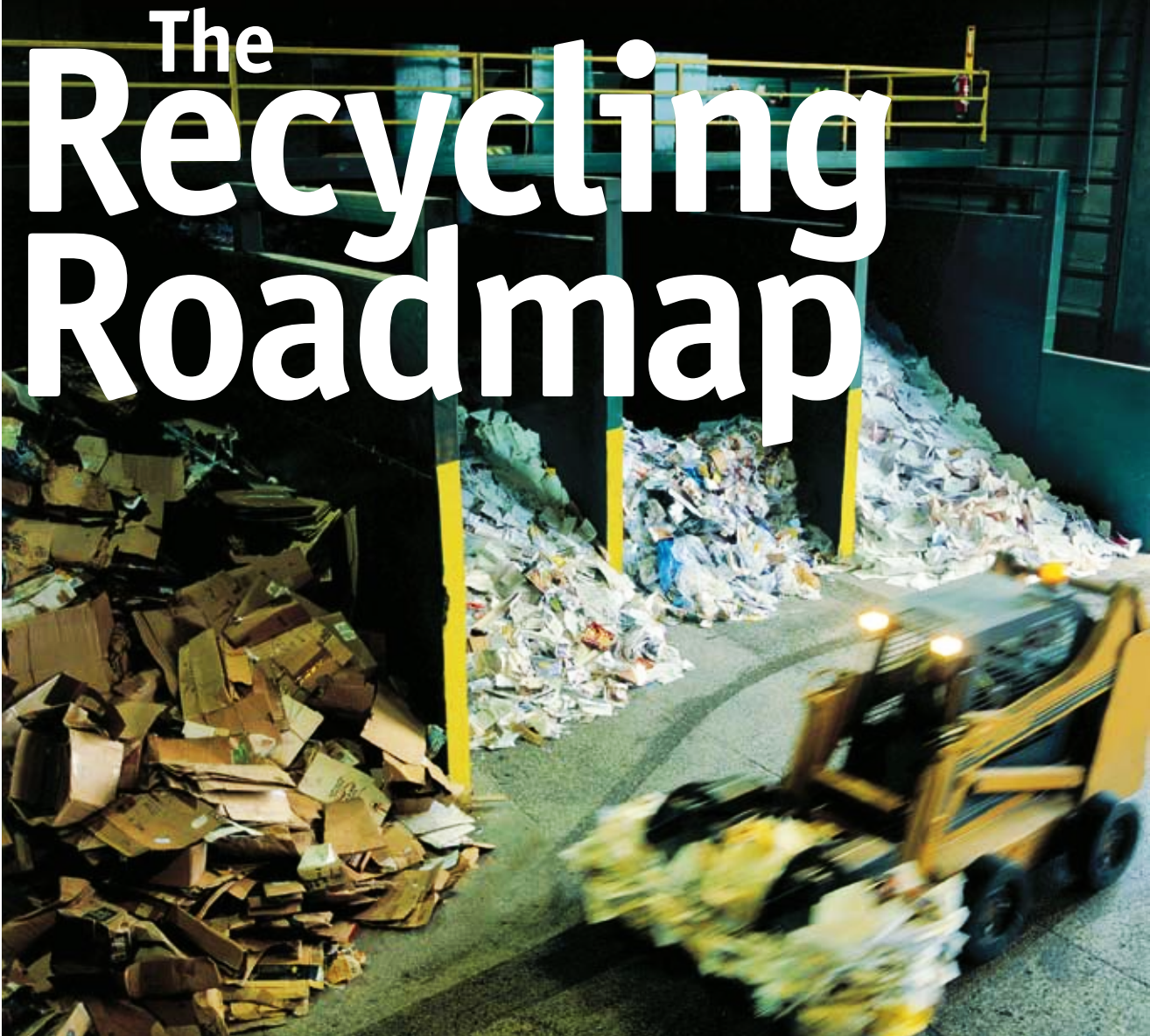
Sincerely,

Jennifer Maxwell
Resource Conservation Specialist
Appalachian State University

FEATURE

What policies and programs do states need to maximize recycling rates?

The Recycling Roadmap



BY **Robin Mitchell**

Recycling has developed far beyond the days of people simply taking newspapers, bottles and cans to the local drop-off center. Zero waste, once an obscure concept, is now a regular part of the discussions about waste management in an increasing number of jurisdictions. And communities are incorporating sustainability into evaluation criteria when selecting vendors and developing programs.

In 2008, Florida joined the growing number of states seeking to increase landfill diversion when it established a goal of a 75 percent recycling rate by 2020 (the state's rate is currently 28 percent). Legislation enacted this year establishes a Recycling Business Assistance Center, and requires construction and demolition debris to be processed prior to disposal. However, it remains to be seen whether the new law provides the policies and funding necessary for Florida to reach its target.

To identify how a state can be successful in such efforts, Tampa, Fla.-based Kessler Consulting Inc. (KCI) set out to answer this question: What state-level policies and programs are needed to maximize recycling? KCI reviewed numerous state recycling programs and their progress. Special focus was given

to eight states that reportedly have achieved diversion rates of 40 percent or higher: California, Maryland, Massachusetts, Minnesota, North Carolina, Oregon, Washington and Wisconsin.

KCI identified 10 key elements that contributed to the states' success (see Figure 1). All of these elements are not necessary to maximize recycling, but each of the eight high-performing states capitalized on several of these factors.

This article covers the first five key elements, which are policy-related. The remaining five elements will be discussed in a future article.

Goals and Plans

Granted, there are almost as many ways to count recycling rates as there are states, but meaningful goals and long-term strategic plans to achieve them are the foundation of the country's most successful recycling programs.

Some states apply their goals to just municipal solid waste, while some count all solid waste, including industrial and agricultural scrap. Several states (e.g. Maryland, Minnesota and Oregon) allow local governments to calculate source reduction credits toward their rates. A few states (e.g. California) count fines from construction and demolition debris or ground-up yard waste used for alternative daily landfill cover as recycling. Florida took an especially controversial leap — one that has been criticized for being inconsistent with the nationally accepted waste management hierarchy — by counting renewable energy (e.g. waste-to-energy and possibly landfill gas recovery) as recycling.

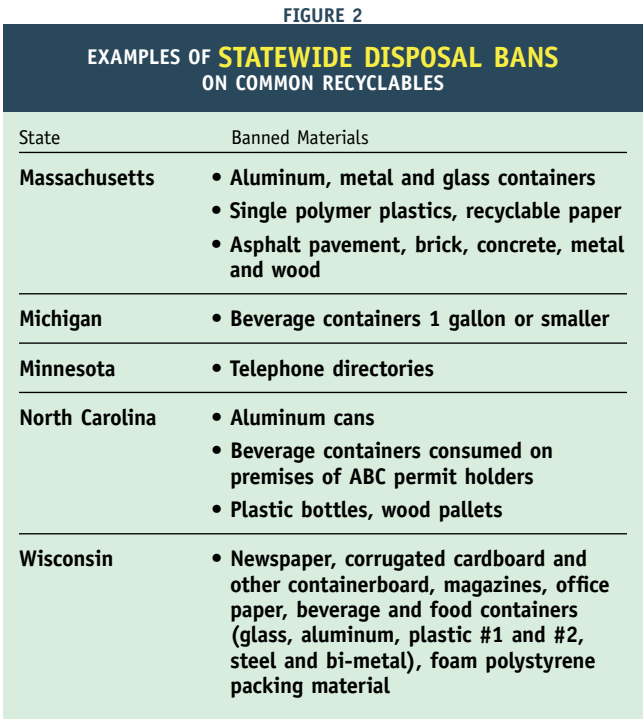
Merely establishing a goal does not ensure success. It needs to be backed by programs and policies that incentivize action and help establish the necessary infrastructure and markets. States with the most successful recycling programs typically develop state-level strategic plans and also require some form of local government planning. Local government plans should not merely be obligatory reporting exercises, but should be dynamic plans that are reviewed and revised over time to reflect progress and advancements in recycling methods and technologies.

Furthermore, local governments should face consequences for not achieving established goals or maintaining plans. For example, some states have the ability to withhold grant funding to local governments or to condition solid waste facility permits on achieving state goals.

Disposal Bans

Disposal bans are placed primarily on wastes that could potentially release toxic substances into the environment (e.g. batteries, mercury-containing products and electronics) or that are difficult to dispose of (e.g. tires and white goods). Several states have taken disposal bans a step further and use them to support or stimulate markets for recyclable or compostable materials, such as yard waste, paper, metal, glass and plastic containers (see Figure 2).

Enacting a "ban without a plan" should be avoided. Suf



NOTE: Commonly banned materials such as yard waste, tires, white goods and batteries are not included. SOURCE: Kessler Consulting, Inc.

cient time between ban passage and its effective date as well as an understanding of the commodity markets are vital to establishing the necessary collection, processing and market infrastructure for the banned materials. In addition, an enforcement mechanism is important to maximize effectiveness of the ban.

Massachusetts and Wisconsin have been at the forefront of using disposal bans as recycling incentive tools. Both states credit these bans with helping to expand private sector investment in recycling infrastructure and increasing diversion rates.

Bottle Bills

The 11 states with bottle bills make up 29 percent of the U.S. population, but, according to the Container Recycling Institute, they recovered 49 percent of the beverage containers recycled nationwide in 2006. In those 11 states, more than 60 percent of used beverage containers were recycled — compared with only 24 percent in non-bottle bill states (see Figure 3).

Several states have expanded their bottle bills to include non-carbonated beverages such as bottled water; however, it remains an uphill battle to enact a new bill. Only one state, Hawaii, has enacted a new bottle law in the past two decades. In addition, Delaware has repealed its bottle bill effective December 2010, with refunds ending in February of next year.

Questions typically arise regarding the compatibility of a bottle bill and curbside recycling, and the pros and cons of each. Most state bottle bills pre-date the widespread advent of curbside recycling programs; however, extensive and complementary curbside recycling programs have developed in bottle bill states. Curbside recycling targets all types of containers, not just beverage containers. Bottle bill systems are funded by producers, retailers and consumers rather than taxpayers. An added advantage of bottle bills is the funding they provide to states from unredeemed deposits.



Product Stewardship

Product stewardship, also known as Extended Producer Responsibility (EPR), is considered by some to be the most promising approach to developing markets for recovered materials. EPR requires manufacturers to invest in the infrastructure to recover and process their products and/or packaging, thereby relieving local governments of the primary financial responsibility for managing end-of-life products.

Product stewardship has been slow to take hold in this country, with most EPR laws focusing on products that contain toxic materials or are hard for the waste management system to handle when they reach the end of their lives. For example, at least 20 states have enacted such laws for electronics.

Earlier this year, Maine became the first state to pass what is known as "product stewardship framework" legislation, which establishes a process for creating producer responsibility programs. While this is promising, some states, including Florida, are reluctant to take action and are looking to the federal government to take the lead in establishing a national product stewardship policy.

Political Champion

In every state or local government that has excelled at recycling, recycling has had a strong political champion. Political

FIGURE 3

BEVERAGE CONTAINER RECYCLING RATE, 2006

	Aluminum Cans	PET Bottles	Glass Bottles	Total
11 Bottle Bill States	75.8%	44.4%	63.6%	61.4%
39 Non-Bottle Bill States	35.1%	13.6%	12.4%	24.2%
U.S. Total	45.2%	23.5%	27.8%	34.7%

SOURCE: Container Recycling Institute

support is needed to put these policies in place and to provide the resources to implement them. Various special interests — from the private and public sectors — will present their opinions when solid waste legislation is introduced. A true political champion is able and willing to understand the issues and make the tough decisions that are in the best long-term interest of all residents and the environment.

Good for the Environment and the Economy

Why strive to maximize recycling? Because doing so benefits both the environment and the economy.

Recycling provides a range of environmental benefits at every stage of a consumer product's lifecycle, from the mining of raw materials through use and final disposal. For most discarded materials, the lifecycle energy savings derived from recycling are greater than if the material had been combusted for energy recovery.

Recycling also creates jobs and is an engine for economic growth. It outpaces the waste management and disposal industry in job creation, and produces commodities with market value.

This article has covered five important policy tools that have been used by states with recycling rates of 40 percent or higher. Part two of this article will discuss five additional key elements used to incentivize local government and private sector investment and innovation in recycling technology and infrastructure. ■

.....

Robin Mitchell is a project manager and senior consultant at Kessler Consulting Inc., a national solid waste consulting firm based in Tampa, Fla. She can be contacted at rmitchell@kesconsult.com or (813) 971-8333.

WASTE AGE INDUSTRY PROFILE

Zurich Financial Services Group

Zurich Financial Services Group is an insurance-based provider with approximately 60,000 employees in more than 170 countries. Since the early 1990s, Zurich in North America has been providing environmental insurance products to major industries. Today,

- Zurich is one of the largest underwriters of environmental insurance in the U.S.
- Zurich insures 30% of the largest revenue producing environmental firms in the U.S.
- More than 8,000 of Zurich's environmental customers have stayed with us for more than five years.
- Regionally-based underwriting teams, 100-strong, understand the local regulatory climate.
- Many within Zurich's environmental claims department have legal degrees and environmental consulting backgrounds

For more information, visit www.zurichna.com/environmental.

Customer Inquiry Center
Zurich North America
 1400 American Lane
 Schaumburg, IL 60196
 Phone: 800-382-2150
 E-mail: info.source@zurichna.com



FEATURE How do states achieve high diversion rates?

Ramping Up Recycling



BY **Robin Mitchell**

Prompted by Florida's 75 percent recycling goal, Kessler Consulting Inc. (KCI) set out to answer the question: "What set of state-level policies and programs are needed to maximize recycling?"

After researching various "high-performing" states (i.e., those reporting recycling or waste diversion rates of 40 percent or higher), KCI identified 10 key elements that contributed to their success (see Figure 1). Part 1 of this article ("The Recycling Roadmap," *Waste Age*, October 2010, p. 34) discussed the first five elements, which are policy-related. This article focuses on the remaining five, which are more programmatic in nature.

FIGURE 1

Key Policy and Programmatic Drivers of Successful Recycling

1. Goal and Plans
2. Disposal Bans
3. Bottle Bills
4. Product Stewardship
5. Political Champion
6. Construction & Demolition Recycling
7. Organics Recovery
8. Market Development
9. Technical Assistance
10. Funding

KCI first looked at what makes up Florida's waste stream (see Figure 2), which is similar to that of most other states. Recycling 75 percent of the more than 30 million tons of municipal solid waste generated annually in Florida will require substantial increases in the recovery of paper, construction and demolition debris (C&D), and organics. Funding will be needed to expand the collection and processing infrastructure, and markets for this additional tonnage will need to be identified or developed.

C&D Debris Recovery

Many of the states with high diversion rates have realized the critical role that C&D waste plays in achieving their goals, and have initiated programs to encourage or require its recovery. Mechanisms that help drive C&D recycling generally fall into one of three categories: education/technical assistance, economic incentives or regulations (see Figure 3).

Historically, state and local governments have sought to stimulate voluntary C&D recycling by employing education and market incentives before adopting regulatory controls. Massachusetts is one state that has taken a regulatory approach by banning the disposal of asphalt pavement, brick, concrete, metal and wood. In 2006, the year the bans took effect, Massachusetts reported that 66 percent of its C&D debris was recycled.

Organics Recovery

Substantial recovery rates for organics have been achieved by applying a myriad of policies and programs, and by targeting food waste in addition to yard trash. Examples include:

- Disposal bans. Twenty-three states have some form of yard trash disposal ban, and at least one state (Massachusetts) has considered a ban on food waste.

- Regulations that streamline permitting of composting facilities.
 - State Department of Transportation (DOT) programs to use compost and mulch. At least 30 state DOTs have compost or related product specifications for roadside maintenance and erosion control projects.
 - Quality standards for finished compost to ensure users they are purchasing high-quality products. Several states have adopted the U.S. Composting Council's Seal of Quality Assurance for compost and mulch.
 - Development of on-farm composting.
 - Research and demonstration projects, training and grants.
- One of the most promising approaches is establishing programs that link water quality and resource protection with soil quality and compost use. For example, Washington established best management practices for stormwater management that requires new construction projects to amend soil with compost to protect local waterways.

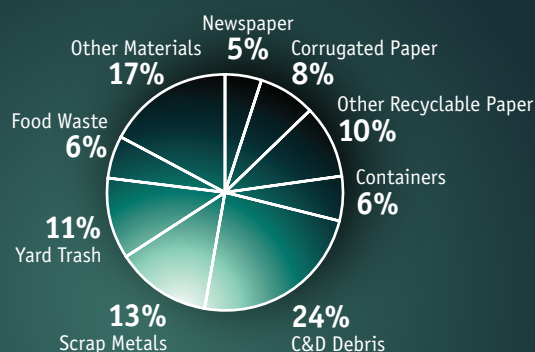
Organics are a major source of methane emissions from landfills. Much of this methane is generated and released to the atmosphere before landfill cells are closed and gas recovery systems installed. Therefore, diverting organics from disposal is especially beneficial in reducing greenhouse gas emissions.

Recycling Market Development

Merely collecting recyclables is of no use unless there are markets to use these materials.

States can be a driver in creating demand for recycled-content products by requiring the purchase of such products and establishing environmentally preferable purchasing programs.

FIGURE 2
Composition of MSW in Florida, 2008
(% by weight)



SOURCE: Florida Department of Environmental Protection

FIGURE 3

Tools to Increase C&D Debris Recycling

EDUCATION/ASSISTANCE

- Guides and toolkits
- Model ordinances
- Workshops and websites
- Direct hands-on assistance
- Education by example through government building projects
- Material exchanges or brokering systems

ECONOMIC INCENTIVES

- Grants or low-interest loans
- Tax exemptions for equipment
- Reimbursable fees based on project diversion rates
- Differential tip fees
- Disposal tax surcharge
- Voluntary green building programs

REGULATIONS

- Disposal bans
- Mandatory recycling
- Mandatory processing prior to disposal
- Lined C&D landfills
- Mandatory green building standards

Some states have partnered with economic development agencies to promote the development of in-state recycling markets.

Economic incentives can take the form of low-interest loans, grants or tax exemptions for processors or manufacturers using recovered materials. Other assistance can range from business plan development to expedited permitting to help with sourcing materials. Establishing domestic markets not only provides local outlets for recovered commodities, but also creates jobs and spurs economic growth.

As markets for traditional recyclable commodities expanded in both the United States and overseas, states seeking to attain higher recycling rates have shifted their market development efforts to a new set of priority materials (see Figure 4).

Technical Assistance

Most of the leading recycling states provide practical and ongoing technical assistance to local governments, and help them stay current on advancements in recycling program design and technologies. In the last 10 years, technologies have emerged that improve collection and processing efficiency. In addition, innovative and streamlined program designs can add convenience and create incentives for recycling participation. Some of the key programs being promoted include:

- Pay-As-You-Throw.
- Single-stream recycling.
- Commercial recycling mandates and incentives.
- Food waste recovery.
- Mixed waste processing.

Funding

Funding is critical to the development of the programs and infrastructure necessary to achieve high recycling rates. States use a variety of funding sources, but share a common challenge of ensuring that the funds are used for their intended purpose and not raided to make up for other budgetary shortfalls. The most common funding mechanisms are:

- Disposal fees and surcharges. At least 30 states levy a fee on waste delivered to disposal facilities and/or transfer stations.
- Facility permit fees.
- Unredeemed deposits from bottle bills.
- Advance recovery fees.
- Special fees and taxes.
- Product stewardship fees.
- Appropriations from state general funds.

Shifting from "Waste Management" to "Resource Management"

Achieving a recycling rate of 75 percent requires a fundamental shift from a philosophy of "waste management" to "resource management". It requires increased public and private sector investment in the recovery and processing infrastructure, an expansion of markets, and influencing product and packaging design to enhance the recyclability of more materials.

Maximizing recycling is not a journey for the faint-hearted, and there is no one-size-fits-all approach. To get there, you must have a plan, target the largest waste categories (e.g. paper, C&D and organics) and ensure that markets exist to absorb those commodities. The chosen route may vary but you will need a political champion to pave the way and the resources to see you through to your destination. You need to be equipped with the right set of tools and have an experienced guide committed to reaching the desired goal. ■

Robin Mitchell is a Project Manager and Senior Consultant at Kessler Consulting, Inc., a national solid waste consulting firm based in Tampa, Florida. She can be contacted at rmitchell@kesconsult.com or 813-971-8333.

FIGURE 4

Common Market Development Priorities

TOP-TIER PRIORITIES

- Organics (food waste in particular)
- C&D debris
- Electronics

SECOND-TIER PRIORITIES

- Carpet
- Plastics (#3-#7 bottles, durables, rigid)
- Tires
- Mixed color glass cullet

ROLLING OUT

the single-stream by Don Ross

Switching to single-stream recycling collection is a decision more and more communities are making these days. Our experts help show how to do it right the first time, raising awareness and participation from the first day of putting the new rollcars to the curb.

It starts, simply enough, with a recycling resident and a single cart. Take that cart and add a materials recovery facility (MRF) that can process commingled recyclables and you have the fundamental elements of a single-stream recycling program. Next, add automated collection trucks and radio frequency identification (RFID) technology to track and manage operations, and you'll have the makings of a recycling collection approach that is gaining momentum around the country.

In Florida alone, over 70 cities and counties have single-stream recycling collection programs, according to data collected by Kessler Consulting, Inc. (KCI), with more starting up every year. With single-stream recycling, as its name implies, consumers can throw all of their recyclables into a single cart. No more dual bins or costly partitioned carts, the approach is easier for haulers too. Instead of drivers standing at the curb, tossing bottles, newspapers and other recyclables into separate bins on a specialized truck, the recycling cart full of commingled materials is picked up and dumped into a single compartment, allowing for the use of a standard collection vehicle.

Cart size matters

We have found that the size of the recycling cart is an important consideration in creating a successful single-stream program. Generally speaking, the larger the cart, the better it is for increasing the volume of materials that can be diverted. Many communities, however, experience a strong reaction when larger carts are introduced, especially the

95-gallon model. Typically, a sector of participants in each community raise concerns about where they're going to store it and how they're going to get the cart to the curb, but, in fact, the largest roll cart, the 95-gallon model, is the same width (28 inches) as an 18-gallon recycling bin and two 18-gallon bins actually take up more floor space than the largest rollcart, yet they hold three times as much material. With a lid to keep material inside, and the rain, wind and any prying eyes on the outside, and wheels to easily roll it to the curb, those objections typically are erased by the time a pilot program ends and participants want to keep the larger carts that they initially resisted.

Many once-a-week recycling programs have used 64-gallon carts, but we are finding that more are converting to 95-gallon models, as the larger carts offer a greater degree of program flexibility, as well as meet the need to increase waste diversion as residents get used to cart size. Florida's 75 percent recycling goal by 2020 is a key motivator behind the construction of new single-stream MRFs and the subsequent implementation of carted recycling programs.

Another critical piece of a successful single-stream program is the ability to measure results – if you don't measure it, you can't manage it. With today's technology, it is possible to consistently collect, track and leverage data to make solid business collection and outreach decisions. Automatic vehicle location (AVL), coupled with RFID, produces valuable data as it provides visibility to collection operations where none had existed before. It is now possible to visualize the date, time and coordinates of every collection event. When tied together, these short strings of data can improve customer service, track vehicle operations and driver performance and,

over time, illustrate the recycling behavior of every household on a route. It also provides real-time, measurable data that allows route planning to be based on actual conditions, enabling local governments and haulers alike to maximize collection efficiencies.

As with other solid waste solutions, a one-size fits all approach will not work in single-stream recycling collection. It takes time and careful planning to design and implement a procurement strategy that meets a community's very specific needs. All solid waste is local and good front-end work such as issuing an invitation to bid, or a request for proposal for carts and equipment, collection or processing services – or all of the above – will result in fewer errors and contractor issues later.

Here's a look at a few places that have launched, or are about to launch, single-stream recycling collection programs and the challenges each faced and resolved.

Charleston County, South Carolina

When officials in Charleston County, South Carolina moved from dual-stream recycling collection to single-stream, they needed to purchase new carts and new collection trucks. The County already had a successful dual-stream curbside bin program, but weren't sure exactly how to tackle implementing a single-stream cart-based program and questions such as: which collection vehicles were best suited to the local area; which education program elements were most effective; and how would residents handle the new carts, needed to be answered. The decision was made that technology would help answer these questions. Trucks and recycling carts would be embedded with tracking technology to provide reliable data to help plan routes and measure results.

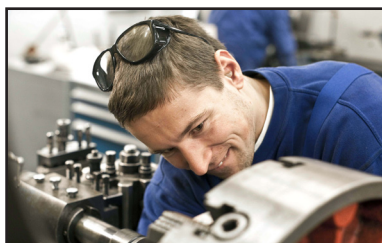
In a solid waste industry first, Charleston County did a head-to-head equipment comparison of an automated side-loader (ASL) and automated front-loader (AFL). A right-hand drive, residential front-loader was fitted with a Curotto-Can Slammin' Eagle, converting the standard front load vehicle to an AFL to handle the carts and large recyclables. The Curotto-Can challenges the status quo of traditional side loaders. It has

as an eyes-forward driver position, a standard front-loading vehicle platform that can also service commercial dumpsters, and it

accomplishes record-setting rates of production. Despite claims that it might be difficult to maneuver or that overhead obstacles

Table 1 | Standard container sizes: Carts versus cans and bins

	64-gallon cart	95-gallon cart	Traditional 32-gallon round garbage can	Traditional 18-gallon recycling bin
Width	24-26 inches	26-29 inches	26.5 inches	28 inches
Depth	26-31 inches	31-35 inches	26.5 inches	18 inches
Height	41-42 inches	43-45 inches	33 inches	14 inches



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could present a problem, The Curotto-Can AFL was ideally suited to Charleston County.

RFID data provided on-route statistics that illustrated the AFL was quicker than an ASL in and out of cul-de-sacs, that overhead obstacles were not a time-consuming issue, and that large recyclables such as furniture boxes and rigid plastics could be easily collected using a Curotto-Can equipped AFL. The County also discovered that curbside recycling is a “take-all” service, and that many times, despite using a 95-gallon cart, items can still be found outside the cart. The ASL did not lend itself to collecting items outside the cart, and sweeper trucks were required to pick up items the ASL was forced to leave behind. The Sonrai Systems tcollection data helped the County decide to standardize on the automated front-load vehicle using the Curotto-Can, for its single-stream collection program.

The pilot program quickly evolved into a permanent program as the County continues to expand single-stream collection to all 110,000 households. Participation levels with the original recycling collection program peaked at 38 percent. Through Phase IV, approximately 45,000 households, carts and single-stream recycling have increased participation by 68 percent and the materials recovered have increased by 110 percent, by weight. At the same time,

Table 2 | Charleston County curbside recycling household (HH) participation Countywide dual-stream vs. single-stream Phases I – IV (April 2011 – Feb 2013)

Dua-stream (Avg)	Single-stream Phases I - IV (Avg)	Percent change
38 percent participation	64 percent participation	68 percent participation
10 lbs/HH/pickup	21 lbs/All_HH/pickup	110 percent
281 lbs/HH/yr	552 lbs/All_HH/yr	96 percent



Charleston's auto front loader

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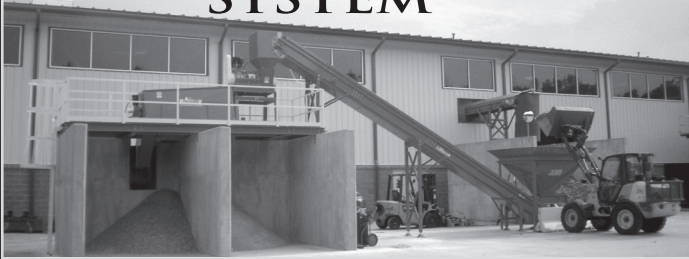


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Reader service #294

the right collection equipment has allowed the County to reduce its curbside collection fleet by one third, yet collect 110 percent more materials from 68 percent more homes. With RFID data, the County can deliver targeted programming messages to specific residents. A cart is placed backwards at the curb? Mail just that resident a cart placement notification. Recycling contaminated? Send a "How to Recycle" brochure to this resident. Not participating? Let those residents know how important it is to recycle. Onboard data technology using RFID allows the County to take control of their program.

Deerfield Beach, Florida

For years, the City of Deerfield Beach collected recyclables using 18-gallon curbside bins. Having always been a leader in Broward County's recycling efforts, the City wanted to continue to differentiate them as having a strong recycling collection program.

The City decided to pursue single-stream recycling collection because of the recent, local availability of single-stream MRF processing. Staff considered the program's potential to increase recycling because of the new recyclable materials that can be added, such as Nos. 3-7 plastics, large cardboard, aseptic containers and all fiber, as well as the inherent benefits of carts such as attached lids, wheels, and the larger capacity that the residents were already used to with their current carted garbage service. With per ton disposal tipping fees in the mid \$70s and recycling revenues in the mid \$50s, Deerfield Beach



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Reader service #165



Deerfield's "Goes All In" truck

believed they could capitalize on the \$120 per ton swing between disposal costs and processing revenue by changing behavior.

To help fund the program, Deerfield Beach took advantage of a grant from Broward County to purchase fully automated side-load trucks, recycling carts and RFID truck system technology to track recycling participation and on-route productivity.

The City has shown that single-stream recycling collection works for them. The new "ALL In" program has resulted in an average monthly increase of 20 percent in recycling tonnage, and therefore a significant savings in disposal expenses and a similar increase in recycling revenues. A final piece to the program was to answer the call

of key stakeholders who wanted to involve the City's commercial and retail community in the citywide recycling effort. To promote a "buy local" philosophy, and encourage residents to shop at local establishments, the City partnered with Recycling Perks, an affinity program focused on local market retailers and the local businesses that make up the community. Using the RFID on-route participation data, Recycling Perks rewards residents who set out recyclables with points they can redeem at local businesses and even at City-based recreation facilities and events. It is truly a local recycling rewards program.

After just the first month of operation, staff has been able to eliminate four collection routes, while still increasing tonnage

collected. Staff attributes the efficiencies to being able to track and manage mobile assets with the RFID collection data and its built-in automatic vehicle location (AVL) features. As a result of the success thus far, Deerfield Beach is expanding its RFID program to its commercial and multi-family collection operation to improve route efficiencies and ensure that services that are being performed are being correctly tracked and invoiced.

Although having been considered a leader in their local recycling market, Deerfield Beach was challenged with how to increase recycling while making it convenient for residents, how to efficiently manage a mobile workforce, as well as how to

Sidebar 1 – Six steps to single-stream recycling

- Choose the right size cart for your community. Aim to maximize diversion while meeting collection and consumer needs. Bigger is better whenever possible.
- Develop vehicle specifications that match your community's unique needs and operations, and don't be afraid to test a variety of options and challenge the status quo.
- Use a clear and concise public education program to spread the word about single-stream recycling.
- Engage the jurisdiction's staff, elected leaders, and the community at large to create the program's success.
- Like my motto says "If you don't measure it, you can't manage it." Employ technology, such as RFID to track collection data regularly and consistently and then use what you learn to continually manage and improve your program.
- Leverage local market competition by developing and implementing creative procurement strategies. Bids for recyclable processing services should be designed to maximize recycling revenue as well as the materials that can be processed, and in certain cases, create public/private partnerships to procure cost-effective collection services as an extension of city services when local government does not want to expand its own collection operations.

engage the local business community. Their single-stream recycling collection program accomplished all of these objectives.

Hillsborough County, Florida

KCI is currently managing one of the largest rollouts of garbage and recycling carts in the nation in Hillsborough County, Florida. The County is shifting a quarter-million households from manual collection to a 500,000-cart, fully automated, RFID-enabled, garbage and single-stream recycling collection program. Countywide collection is scheduled to begin Oct. 1, 2013, with all areas starting simultaneously.

The County's old agreement had residential haulers retaining the value of curbside recyclables and collecting in one of three service zones. The County decided to have two separate procurements, one for recycling collection and the other for garbage collection. The collection bid revised the existing three service zones to five service districts in an effort to increase competition among haulers. The changes allow the County to receive a more accurate value for recyclables and to know the true cost of garbage collection, resulting in a cost of collection significantly below the old rate as a result of new competitive opportunities.

The collection bid also included a provision aimed at achieving the County's desire to be energy conscious, while protecting its air quality. That provision holds that a hauler's front-line vehicles must be hybrids or powered with alternative fuels in order for the hauler to be eligible for a three-year extension after year seven of the contract.

The requirement was not imposed on Day 1 to give haulers the opportunity to use existing equipment and to avoid a financial burden that might have pushed up costs for the County.

The County plans to utilize the RFID data to not only track and manage 500,000 rollcars, or approximately \$25 million in non-mobile assets, but to also assist with customer service delivery. Every residential or commercial pickup that occurs in the County will be visible to the County through the franchise haulers' system, allowing County staff to visualize collection routes and verify that pickups are occurring as scheduled.

Like the other two programs featured, Hillsborough County was challenged with how to improve its program without burdening stakeholders. In Hillsborough

County's case, they needed to meet a demand to reduce costs and increase revenues, while at the same time, limit the impact on its franchisees that would be required to convert to alternative fueled vehicles. The County accomplished this with a creative approach to procuring both collection and single-stream processing services. The effort reduced contracted collection costs by \$12 million per year compared to the previous year, while increasing processing revenues to the County by an estimated \$1 million, annually.

Beyond the cart

While carts, automated trucks, and RFID play central roles in single-stream recycling, there are other important elements, including stakeholder involvement and public outreach.

Switching from dual-stream to single-stream requires top down commitment and involvement of stakeholders to make the program work. If you want to build a program that will succeed, it is important to engage elected officials, professional staff and the community at large in the process of creating your single-stream recycling col-



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lection program. In the case studies above, all three were successful as a result of getting top-down support from elected officials and senior staff.

One significant advantage available through technology today is the ability to perform specific target-sector marketing. Communication through public outreach can be tailored to specific constituencies, with messages that address relevant issues, especially targeting non-participants.

RFID technology allows information to be gleaned from individual consumers, and messages can then be directed to address issues such as contamination in carts, improper placement of carts and lack of participation. Messages can also be sent to applaud good behavior and encourage more of it.

Data analyzed from RFID technology can provide useful information to decision makers to help them increase their program's effectiveness and conserve budgets.

Technology also has played a vital role in transforming MRFs. Most MRFs are currently either dual or single-stream. Through a combination of sophisticated equipment and skilled employees, the MRFs can sort most types of paper that tears apart and is clean. These MRFs also can handle more plastics through advanced high resolution cameras and optical sorting technology. Before, these facilities were essentially limited to manual sorting and weight-based separation equipment. Now, they can sort seven types of plastic – even rigid plastics, such as 5-gallon buckets. Because the MRFs can process more



The author's personal results with single stream after Dunedin, Florida adopted carted recycling. Who needs twice a week with single-stream?

recyclables, single-stream collection programs typically deliver 64- or 95-gallon wheeled carts to participants, which can hold and handle all materials, versus commingled, source-separated material.

With automated trucks, cart weight is not an issue because drivers use a robotic arm to lift and dump the carts. The drivers stay in the cab, keeping them safe and jurisdictions benefit from reduced workman's compensation claims.

All in one – the eye is in the cart-holder

Small changes in participant behavior can yield tremendous results, and wheeled carts open the door for residents to see that change first-hand. By separating recyclables from waste, they'll likely see that they don't really need garbage pickup more than once a week because they're witnessing the transfer of the majority of their garbage to the larger recycling cart. When customers see that for themselves, they may be more receptive to collection schedules which call for garbage pickup on one day a week and recycling pickups on another.

Jurisdictions that can go to once-a-week garbage pickup can reap tremendous savings – without crippling services. Drivers use the same trucks, drive the same routes and pick up about the same amount of material. At the end of the day, they head to a disposal site on one day of the week and to a MRF on the other. When jurisdictions can achieve these kinds of efficiencies, everyone wins. Whether it's a greener environment or a bottom line with a little more green, jurisdictions will benefit from program innovations like those described above. **RR**

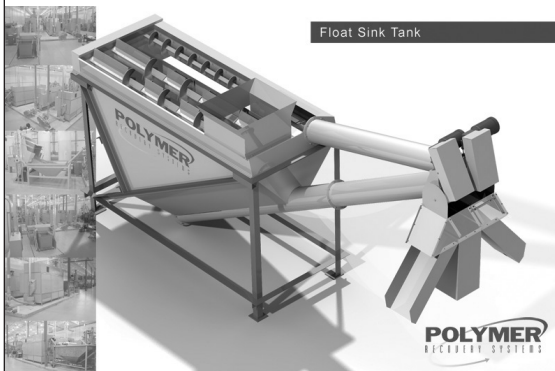
Don Ross is the Director of Operations for Kessler Consulting, Inc., which consulted on all of the detailed programs in this article. He can be reached at dross@kesconsult.com or (813) 971-8333.

Reader service #232

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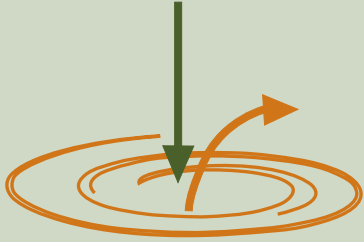
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April 2016
Volume 16/Issue 54

inside...

2

Client Updates
New Assignments

3

ECUA continued

4

KCI Out and About

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ECUA Living Green, A Greener Today, A Cleaner Tomorrow

At KCI, client results are our number one priority, in this issue we are featuring notable accomplishments of one of our clients' programs.

The Emerald Coast Utilities Authority (ECUA), located in Pensacola, FL, provides water, wastewater, and sanitation services to Escambia County residents. ECUA is also a franchised provider of sanitation services in neighboring Santa Rosa County. KCI has been assisting ECUA since 2006 in developing a fully integrated waste management system. In 2016 a milestone was reached when ECUA broke ground on a new single stream materials recovery facility (MRF) and began operating a compost facility.

State-of-the-Art MRF

ECUA started collecting curbside recyclables in 2009 and used private facilities for processing. Unable to reach a long-term agreement with its most recent processor, ECUA realized the only sustainable way forward was to construct its own MRF and process its own recyclables. And when its processor suddenly closed its

doors in October 2015, ECUA was already on its way to developing its own MRF.

On February 12, 2016, ECUA broke ground at the MRF site, located adjacent to Escambia County's Perdido Landfill. This 25-tons-per-hour state of the art MRF facility will be the newest of its kind in Florida. After a thorough procurement process, ECUA selected Bulk Handling Systems (BHS) to provide the equipment and Zero Waste Energy to be the operator; ECUA will retain ownership of the MRF and it is expected to open in mid-2016. The pace at which ECUA moved the MRF development forward is one of its most outstanding accomplishments. The entire process, from initial request for proposals to processing the first load of recyclables, will have taken only 12 months.

The MRF is part of a long term vision. ECUA is partnering with Escambia County in an effort to develop an advanced mixed waste processing facility that would put ECUA and the County on the path to achieving Florida's 75 percent diversion goal.

Client *Updates*

City of Jacksonville, FL

The **City of Jacksonville, FL** hired KCI to update centroids for its residential solid waste collection service areas to assist in upcoming service agreement rate reviews. KCI developed alternative methodologies for calculating the centroids due to the fact that recent census data, traditionally used in these calculations, was not available. We identified data required and by utilizing the methodology chosen by the city, calculated the centroids for each service area.



City of Fayetteville, AR

With KCI's assistance, the **City of Fayetteville, AR** is conducting two pilot programs, a food waste pilot and a single stream pilot. Food waste is being collected from various commercial businesses and the University of Arkansas and composted by the city. Single stream recyclables are being collected curbside and at several multifamily complexes. Results will be utilized in the ongoing master planning process.



Charleston County, SC

Charleston County, SC is constructing a state-of-the-art Materials Recovery Facility for their increasing single stream recycling needs. KCI assisted the County in the development of an RFP for the facility's processing equipment, as well as coordinating the procurement process. After an initial meeting in December, two vendors have been short-listed for further consideration.



Confidential Client in Chile

KCI continues to assist a **confidential client in Chile** (South America) in developing the country's first Materials Recovery Facility, by providing guidance and technical support for the selection of an equipment vendor. KCI recently participated in vendor interviews held in Santiago and the client will award the contract in early May.

New Assignments

KCI has been selected to perform a Residential Solid Waste Study for the **Town of Carrboro, NC** to assist the town in its quest for higher diversion. The study will include development of a public participation plan, assessment of current waste programs, a waste characterization study, a collection route study, review and recommendations for organics collections, development of a plan for a residential organics collection pilot program, and an assessment of Pay-As-You-Throw programs.



KCI is currently providing assistance to the **City of Greenville, SC** with a competitive procurement for recyclables processing services. KCI will provide additional assistance as needed for: roll-cart transition, program education and outreach, planning assistance related to a conversion to garbage roll-carts, route optimization and education and outreach of newly automated garbage routes.



KCI is assisting **Sarasota County, FL** with a competitive procurement for residential and commercial solid waste and recyclables collection services. KCI will work with county staff to develop procurement documents, complete the procurement process and assist with any transitions that might occur.



Seminole County, FL is continuing its partnership with KCI by enlisting us to further evaluate select opportunities to increase recycling in the county that were identified in the recycling report previously prepared by KCI. We will also assist in presenting various waste diversion options to the County Commission for consideration.





ECUA

Continued from page 1

Biosolids Composting Comes to Pensacola

As a wastewater utility provider, ECUA has to manage a lot of biosolids – about 120 tons every day. ECUA had been either land applying or drying its biosolids to produce a pelletized fertilizer, both of which were expensive. It was also paying to dispose of its yard waste.

ECUA saw a synergistic and cost saving opportunity to put these materials to a higher and better use. A biosolids composting facility was designed in 2014, and by fall of 2015, ECUA was operating and composting its first windrows.

The facility is a 20-acre site that can compost 400 tons of biosolids per week (about half of what ECUA generates) and will eventually produce about 30,000 CY of compost annually using the modified static aerobic pile (MSAP) composting method. The MSAP process uses simple operational procedures and a unique microbial inoculum to significantly reduce operating costs and odor emissions compared with traditional windrow composting.

Earlier this year, ECUA held an open house for potential end-users, which attracted local nursery growers, landscapers, community garden managers, sod farmers, Escambia County Parks and Recreation, and Florida Department of Transportation. ECUA's compost called - "**Emerald Coast bloom – the Most in Bio-compost**" is well on its way, being sold for trial use to a number of these partners. In April, ECUA is projected to sell and distribute well over 200 CY.

The facility has become a member of the United States Composting Council's Seal of Testing Assurance program,

which is a nationally-recognized compost certification program. Under this program, the **Emerald Coast bloom** product is tested monthly at a certified lab to give agricultural end-users the assurance they need for using the product.



Even before the compost facility opened, ECUA was committed to producing a high-value product for its community. It launched its **Brown is the new Green, Leaf the Plastic Behind** campaign that encourages residents to use brown paper yard waste bags instead of plastic bags. ECUA is proud of the economic and environmental success and is planning to expand the compost facility to handle all of its biosolids.

ECUA's success with creating an environmentally sound and economically viable integrated solid waste management system can be attributed to the hard work of Randy Rudd, Deputy Executive Director of Shared Services. Randy has 22 years in solid waste management. He was promoted to his current position in 2011 after seven years as Sanitation & Fleet Services Director. With the support of his Executive Director and the ECUA Board Members, Randy's leadership style is helping establish ECUA's waste management program as one of the most innovative in the Southeast. KCI is excited about the accomplishments of ECUA's programs and is pleased to be a part of these innovative and sustainable efforts!



KCI *Out and About*

Mitch Kessler was a keynote speaker at the opening session at the USCC Compost 2016 conference held in Jacksonville, FL January 25-28, and made a presentation on *The Critical Role of Organics*. Ryan Graunke volunteered at the conference assisting attendees during pre-registration.

Mitch presented *Sorting It All Out: What's in Your Garbage and Why You Should Care* at the SWANA Florida / Recycle Florida Today Joint Summit held February 21-23 in Orlando, FL. As RFT Treasurer, Don Ross attended the conference and participated in board member functions.

Don attended the NW&RA Waste & Recycling Industry Conference held in Ponte Vedra, FL March 7-8. As a member of the Supplier Board of Governors, the Hall of Fame and Awards Committee, as well as the Membership Committee, Don was engaged in all activities during the busy 2-day event.

Mitch made a presentation titled *Dealing/ Contracting with Recyclable Materials Markets: A Primer* at the Florida Recycling Markets Workshop held on April 20 in Orlando, FL sponsored by the Southern Waste Information eXchange (SWIX).

The Reusable Packaging Association enlisted **Don** to present to their members during the Modex 2016 Conference held in Atlanta, GA April 4-7. Don introduced the solid waste industry to the reuse industry and covered topics associated with Municipal Waste Management.

Mitch attended SWANApalooza again this year, held in Charleston, SC April 4-7, and shared information on the new *National Zero Waste Principles & Practices Certification Course*, which is currently under development by KCI and will be offered by SWANA in association with the California Resource Recovery Association (CRRA).

Peter Engel attended the Northeast Recycling Council's Spring 2016 Conference held in Princeton, NJ April 12-13.

Don presented *Promoting Powerful Partnerships* to this year's attendees at the APWA Florida Public Works Expo held in our backyard here in Tampa April 20-22.

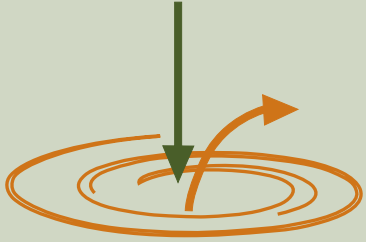


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December 2015
Volume 15/Issue 53

inside...

2

Client Updates
KCI Out and About

3

New Assignments
News Briefs

4

Happy Holidays

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Getting to Know Mitch Kessler

While many of our readers are long-time clients, some of you who are “newer” to KCI might not have yet had an opportunity to get to know Mitch Kessler, KCI’s President. Therefore, we are highlighting him in this issue to hopefully help all our clients and readers get to know him a little better.

Mitch has been talking trash for over 50 years. You might catch him delivering the keynote address at a national waste management conference, helping a local municipality negotiate better contracts, or developing a strategic plan for long-term resource management. But on any given weekend, you are just as likely to find him at home with wife and best friend Miriam Zimms, or tending his cactus and succulent collection of over 10,000 plants or his 30 Russian tortoises.

Many of you know Miriam, who has worked at KCI for more than 16 years. Mitch and Miriam share a passion for the environment and for living life simply, but to its fullest.

Mitch’s love for plants came from his father. Because of the rare specimens he cultivates, Mitch is known by collectors throughout Florida. He is regularly seen at local plant shows selling his plants and sharing his knowledge about cacti.

As for garbage – it all started at a very young age for Mitch. “I was born to be in garbage,” he says. It began as a toddler

for Mitch in Brooklyn, NY when he would wait with excitement, looking out the window for the garbage truck’s arrival (no curbside recycling in those days). His grandfather taught him to reuse tin cans to hold the blueberries they picked in the Catskill Mountains of NY. His mother gave him a love for turning trash into treasures, repurposing and reselling collectible items.



College curriculum and life’s lessons prepared Mitch for a future in solid waste management and recovery. He received his AS in horticulture from SUNY at Alfred, then gained his business foundation with a BS from Purdue. He remained at Purdue for a Masters in American

Studies, centered on history and public policy, and while there organized recycling drives and started the first campus recycling program, which still exists today. To round out his formal education, Mitch received a JD in Environmental Law from the University of New Hampshire.

During the 80s he worked a stint with a national engineering firm where he created the firm’s waste reduction and recycling department. In 1990, Mitch came to Florida to join a newly founded firm as managing director and, in 1994, he acquired sole ownership and renamed the firm KCI.

“Garbage differs from other municipal services,” says Mitch. “With electricity and

Continued on page 3

Client *Updates*

City of Lethbridge, Alberta, Canada

KCI completed a MRF feasibility analysis as part of the **City of Lethbridge's** decision making process to implement curbside recycling. Results of the analysis were recently presented to City Council.



Charleston County, SC

On November 10th, **Charleston County** broke ground on a new site that will be the location of their state-of-the-art, single stream Materials Recovery Facility (MRF) slated to open in late 2016. This project replaces the county's 25 year old MRF, which closed in July. The new facility will use the latest technology and allow the county to expand its recycling programs.



Pictured from left to right Environmental Management Interim Director Robert Lawing, Mitch Kessler, Council Member Colleen Condon, County Attorney Joe Dawson and Council Chairman Elliott Summey.

Seminole County, FL

KCI developed a recycling report for **Seminole County** to assist the county in preparing a recycling program plan for submittal to FDEP. Following evaluation of the county's existing recycling programs, we identified additional waste diversion opportunities. These opportunities focused on all generators and included an array of policy, program, and infrastructure options for the county's consideration.



Jackson County, FL

With KCI's assistance, **Jackson County** successfully negotiated extensions to both its landfill agreement and franchise collection agreement. Jackson County will continue to receive host fees for all waste disposed in the Springhill Landfill and collection service fees charged to its residents and businesses will remain unchanged for the first two years of the extension.



Characterization Studies

KCI's waste and recycling characterization team has been busy this quarter with studies completed for **Durham, NC, Horry County, SC, Charleston County, SC, Pinellas County, FL, a Private Recyclables Processor** and the **Emerald Coast Utilities Authority** in Pensacola, FL. Study results are being used to identify additional waste diversion opportunities, to evaluate recycling revenue, and for future program planning.

Manatee County, FL

Manatee County solid waste staff, with assistance of a rate model developed by KCI, obtained unanimous approval from its Board of County Commissioners to increase its tipping fee and collection service fees. The rate model documented the need for these adjustments to help ensure the long-term financial stability of the county's solid waste system.



KCI *Out and About*

Don Ross presented at NW&RA Southeast Annual Conference in Amelia Island September 22-23 *How data provides visibility to collection contracts, and why it's important.*

Miriam Zimms was an instructor at the USCC Compost Operations Training Program in Apopka, FL November 16-20, presenting *Developing a Sales and Marketing Plan* portion of the training.

Don Ross was the featured author in the SWANA October issue of *Tech News - Collection and Transfer*. You can read the full article, titled *Leadership Note*, via this short-link: <http://goo.gl/7XouwB>

Mitch Kessler was recently elected as the Florida Representative to the SWANA International Board of Directors.

Don is working in a mentoring role with **FIRST® LEGO® League (FLL®)** teams from Robles Elementary School in Tampa. This year's challenge, aptly named "Trash Trek," tasks teams to identify a trash problem and create an innovative solution. FLL was founded in 1998 by inventor Dean Kamen and helps inspire students in science and technology fields. To learn more about FLL and how you can participate/contribute, visit <http://www.firstlegoleague.org/>



FLL® and Jr. FLL® are jointly held trademarks of FIRST® (www.usfirst.org) and THE LEGO Group, neither of which is overseeing, involved with, or responsible for this activity, product, or service

New Assignments

KCI is assisting a confidential **South American client** with the development of the Country's first Materials Recovery Facility for the processing of single stream recyclables.

KCI will be assisting **Okaloosa County, FL** with the development and implementation of a non-exclusive commercial solid waste collection franchise for the unincorporated county. KCI will be developing franchise standards; drafting ordinance language and the non-exclusive franchise agreement. KCI will then assist the county with reviewing applications to determine compliance with franchise requirements.



KCI has been contracted to conduct a multi-faceted project for the **City of Zephyrhills, FL**. We will conduct an operations efficiency assessment of the waste collection fleet and services; prepare a cost-of-service analysis and evaluate conversion to semi-automated collection; and develop a rate model incorporating any operational efficiencies approved by the city to ensure financial integrity of the Sanitation Division over a five-year planning period.



KCI has been retained by a confidential California client to conduct an analysis of historical recycled commodity prices in the Southeast U.S. KCI will analyze and compile 10 years of monthly price averages for a list of approved recycled commodities and published price indices, taking tonnage and processing throughput scenarios into account.

Mitch Kessler

Continued from page 1

water, you just flip a switch or hit the tap and there it is. But with garbage there are societal implications – we have a choice to reduce, reuse, compost, recycle or throw it out.”

For the last 25 years, Mitch has built one of the most successful niche firms for solid waste consulting in the country. KCI was built on producing measureable results and practical solutions for over 200 clients we have served.

Mitch's business philosophy is simple, “Our clients know we are straightforward, honest, and completely unbiased. We know the industry, the players, and how to bring about positive, practical results that meet our clients' objectives.” Mitch is proud to have worked for clients in 14 states and 4 countries this past year. He and the entire KCI staff sincerely thank all of our 2015 clients for allowing us to contribute to your success.

News Briefs

The KCI family has been growing in 2015, welcoming four new staff members. **Ryan Graunke** joined KCI in March, coming to us from the Indiana Department of Environmental Management with a MS from University of Florida (UF) in Interdisciplinary Ecology and a BS in Environmental Science; **Jeaux Brown** came on board in July after a 13 year career at Waste Management with a BA from Rollins College in Florida; **Taylor Cremo** was next to arrive in August, bringing with her a BS from UF in Sustainability and a background consulting with Waste Corporation of America; in September **Megan Lane** rounded out our new staff members, having a background in Sustainability work along with a Masters & BA in Public Policy as well as a BA in Sociology. All four are already deeply involved in projects and contributing tremendously to KCI's clients – Welcome Aboard!

Amalie Arena was recently bestowed with the “Best Sustainable Initiative” Silver Spoon Award by Venues Today. This award was in recognition of their Hydroponic garden, which was inspired by Mary Milne, Lightning's VP of Guest Experience. This garden currently

produces a variety of fruits, vegetables and herbs.

On October 1 the **City of Deerfield Beach** unveiled its newly named Department of Sustainable Management. Chad Grecsek, Department Director, announced that “...this is the culmination of many of the goals...set out for our Department to achieve...” Congrats to Chad and his staff!

KCI would like to wish Richard Tedder much health and happiness as he retires from the Florida Department of Environmental Protection (FDEP) as the Administrator of the Solid Waste Program and Permitting Section. Richard began with FDEP in 1977 as an Engineering Technician IV, and after engineering positions with a couple of Florida firms, Richard returned to FDEP in 1990. It has been a privilege to work with someone as dedicated as Richard. He will be greatly missed and we wish him many well-earned years of retirement.



Congratulations to Jill Sessions (formerly with City of Tampa) on her new position as Director of Solid Waste for the City of Plant City. KCI wishes you great success Jill!

On October 13, KCI was presented special commendation by Hillsborough County BOCC for its partnership with Hillsborough County Solid Waste to implement one of the largest solid waste improvement projects in North America. Recognized by Commissioner Sandra Murman (Chairman), the commendation acknowledged that the program, which included several County departments and private-sector partners, produced unprecedented economic and environmental benefits for the County and its residents. The streamlined solid waste system will save taxpayers more than \$10 million annually and produced a 100% increase in the recovery of recyclable waste.





With the end of 2015 approaching, Kessler Consulting, Inc. would like to express its best wishes for a joyful holiday season and a prosperous and healthy New Year!

KCI is grateful for the opportunity to work with you and your organization during the past year. We appreciate your confidence in our work, and we remain committed to making quality client service our first priority. We look forward to continuing our relationship with you in the upcoming year.

Pictured from Left to Right: Shane Barrett, Peter Engel, Ryan Graunke, Megan Lane, Jeaux Brown, Mitch Kessler, Robin Mitchell, Nikki McNew, Miriam Zimms, Taylor Cremo, Ben LaRochelle, Lisa Lamppert, and Don Ross. {not pictured Eduardo Busquets and Benjamin Doster}



14620 N. Nebraska Ave., Bldg. D
Tampa, FL 33613

Going paperless?

If you'd like to receive this newsletter electronically, please email us at general@kesconsult.com with your name, company name and email address and you'll receive the next edition of "innovative times" electronically.



**MANATEE COUNTY
Purchasing Division**

1112 Manatee Ave. W., Ste. 803
Bradenton, FL 34205
(941) 749-3014

Term Agreement #: T1600248
Date: 08/26/16
Requested by: Jeanne Detweiller

VENDOR

V022365 (813) 971-8333
KESSLER CONSULTING INC
14620 N NEBRASKA AVE
BLDG D
TAMPA, FL 33613
nmcnew@kesconsult.com

ITEM#	DESCRIPTION	DOLLAR AMOUNT
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0001 Professional Services for Solid Waste
Collection, Recycling, Special Waste
and Reduction Programs.

Period of Performance is for two (2) years
commencing August 29, 2016 and
terminating August 28, 2018.

480-0011000-534000

Agreement Total 0.00

Request #: TA002205

Reference #:

Buyer: FRANK LAMBERTSON NEGOTIATOR (941) 749-3042

Approved By:

See Agreement for Remittance Instructions



AGREEMENT 16-1984FL

**Professional Services for Solid Waste Collection,
Recycling, Special Waste and Reduction Programs**

between

**MANATEE COUNTY
(COUNTY)**

and

**KESSLER CONSULTING, INC.
(CONSULTANT)**

**AGREEMENT FOR PROFESSIONAL SERVICES FOR SOLID WASTE
COLLECTION, RECYCLING, SPECIAL WASTE AND REDUCTION PROGRAMS**

THIS AGREEMENT is made and entered into by and between the **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**", with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **KESSLER CONSULTING, INC.**, hereinafter referred to as "**CONSULTANT**", duly authorized to conduct business in the State of Florida with offices located at 14620 N. Nebraska Ave., Bldg. D, Tampa, FL 33613

WHEREAS, COUNTY has determined that it is necessary, expedient and in its best interest of COUNTY to retain, obtain or employ CONSULTANT to render and perform Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Programs; and

WHEREAS, COUNTY caused a public announcement to be made, distributed and published, requesting proposals RFP 16-1984FL for the selection of a provider of professional services in the manner set forth in this Agreement. CONSULTANT submitted a proposal and COUNTY conducted a competitive selection procedure in accordance with Manatee County Code of Laws.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

ARTICLE 1. SCOPE OF SERVICES

CONSULTANT covenants and represents to COUNTY that CONSULTANT shall provide services to perform Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Programs as detailed in **Exhibit "A", "Scope of Services"**.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and five (5) exhibits, which are as follows:

- Exhibit "A" Scope of Services**
- Exhibit "B" Fee Rate Schedule / Sub-consultant List and Fee Schedule**
- Exhibit "C" Sample Work Assignment**
- Exhibit "D" Affidavit of No Conflict**
- Exhibit "E" Insurance Requirements**

These Exhibits are attached hereto and are incorporated into the Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

ARTICLE 3. COMPENSATION

- A. Compensation payable to CONSULTANT for services rendered and expenditures incurred in providing the services specified in **Exhibit "A"** shall be established for each written Work Assignment issued in accordance with Article 7.
- B. Compensation to CONSULTANT shall be computed based on actual hours performed times fee rate of the individual performing the work, plus reimbursable expenses up to the maximum compensation authorized for each Work Assignment.
- C. The fee rates specified in **Exhibit "B"** shall be the total compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- D. "Task," as used in this Agreement, refers to particular categories/groupings of services specified in **Exhibit "A"**.

ARTICLE 4. INVOICES AND TIME OF PAYMENT

- A. CONSULTANT shall provide COUNTY with an invoice which shall include all compensation due CONSULTANT as of the date of the invoice and in accordance with the following:
 - 1. The Integrated Fund Accounting System (IFAS) number assigned to this Agreement or Work Assignment. IFAS numbers will be provided to CONSULTANT upon approval of each Work Assignment and transmitted to CONSULTANT electronically. This number shall appear on all invoices.
 - 2. Total compensation to CONSULTANT for services and reimbursable expense shall not exceed the amounts provided in the Work Assignment.
 - 3. COUNTY agrees to pay CONSULTANT for the herein described services at a rate of compensation specified in **Exhibit "B"** and as detailed in the applicable Work Assignment.
 - 4. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of damages due and owing to COUNTY by CONSULTANT on any other Agreement between CONSULTANT and COUNTY.

5. If any Work Assignment requires units of deliverables, then such units must be received and accepted in writing by the Project Manager prior to payment.
- B. All costs of providing the services specified in **Exhibit "A"** shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for the following direct costs:
1. Expense of reproduction beyond the costs associated with providing reports and routine correspondence.
 2. Actual charges for fees not specifically identified to be paid by COUNTY charged in the process of obtaining any required documents outlined in the work as documented by copies of original invoices.
 3. Actual charges for courier service at the request of COUNTY excluding delivery made to Manatee, Sarasota, Pinellas or Hillsborough Counties, at rates not to exceed \$12.00 per package, and shall be documented by copies of original invoices.
 4. CONSULTANT acknowledges and agrees that in order for both parties to close their books and records, he/she will clearly state "Final Invoice" on the last billing to COUNTY, which will indicate that all services have been performed and all charges and costs have been invoiced to COUNTY under this Agreement.
- C. Except where **Exhibit "A"** provides that payment shall not be made until a task has been completed or for payment based on actual hours of work, CONSULTANT and Project Manager or his/her designee shall agree monthly on the percentage of completion for each task within the Work Assignment and the CONSULTANT shall provide COUNTY with an invoice based on that agreed upon percentage of completion.
- D. Any dispute between COUNTY and CONSULTANT with regard to the percentage of the Work Assignment that has been completed or any other information contained on CONSULTANT's invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 15 of this Agreement.
- E. PAYMENT:
1. COUNTY shall remit payment for each invoice within forty-five (45) days of receipt of an acceptable invoice.
 2. CONSULTANT agrees to permit full and open inspection of payroll records

and other expenditures in connection with all work upon the request of COUNTY and to maintain all financial records related to this Agreement for a period of five (5) years after termination or completion of the performance of this Agreement.

ARTICLE 5. AGREEMENT TERM

- A. The term of this Agreement shall be for two (2) year from date of execution; however, by mutual consent, the Agreement may be extended for three (3) additional one (1) year terms, not to exceed a total of five (5) years.
- B. Any Work Assignments issued during the effective period of this Agreement and not completed within that period, shall be completed by the CONSULTANT within the time specified in the Work Assignment. The Agreement shall govern the CONSULTANT'S and the COUNTY'S rights and obligations with respect to that Work Assignment to the same extent as if the order were completed during the Agreement's effective period.
- C. The terms and conditions of this Agreement shall remain valid beyond any expiration date until all Work Assignments authorized during the Agreement term have been completed.

ARTICLE 6. TERMINATION OF AGREEMENT

TERMINATION FOR DEFAULT

The COUNTY may, by written notice to the CONSULTANT, terminate this Agreement for default (Work Assignments, if applicable) if the CONSULTANT fails to:

- 1. Provide products or services that comply with the specifications herein or that fail to meet the County's performance standards;
- 2. Deliver the supplies or perform the services within the time specified in the Work Assignments;
- 3. Make progress so as to endanger the overall performance of this Agreement; or
- 4. Perform any of the other duties set forth in this Agreement.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONSULTANT through the County Representative as defined in Article 11.A, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination

action.

Such termination may also result in suspension or debarment of the CONSULTANT in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. The CONSULTANT shall be liable for any damage to the COUNTY resulting from the CONSULTANT'S default of the Agreement. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONSULTANT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

1. Stop work on the date and to the extent specified;
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY; and
4. Continue and complete all parts of that work that have not been terminated.

A. TERMINATION FOR CONVENIENCE:

The COUNTY, by written notice, may terminate this Agreement, in whole or in part, when it is in the COUNTY'S interest. If this Agreement is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the contractor thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual Work Assignments or to this Agreement in its entirety.

ARTICLE 7. WORK ASSIGNMENTS

- A. CONSULTANT shall provide services only after receipt of a written Work Assignment issued in accordance with this Article and in accordance with the form provided in **Exhibit "C"**. Work Assignments shall be signed by CONSULTANT and COUNTY and shall constitute supplemental agreements entered into under the terms and conditions of this Agreement.
- B. Each Work Assignment shall establish the following:

1. A title for the project and a general description of the purpose for the work.
2. The maximum total compensation and reimbursable expenses that will be paid to CONSULTANT by COUNTY upon completion of the Work Assignment.
3. A clear indication of the services to be furnished for a fixed fee and the services to be furnished based upon time and charges provided; however, where services are based upon time and charges, the Work Assignment shall establish the maximum compensation and CONSULTANT shall not exceed the maximum compensation established for such services.
4. From the services specified in **Exhibit "A"**, the services to be provided under the Work Assignment shall include the unit prices specified in **Exhibit "B"** and the hours up to the not to exceed amount negotiated for each Work Assignment. Any specific services based upon the maximum compensation and billed based upon actual time and charges shall be clearly identified.
5. There shall be an agreed upon date of completion for each Work Assignment. Where identified services within a Work Assignment must be completed by a specific date prior to completion of the entire Work Assignment, such date shall be established.
6. Any additional details that may be required to describe the duties and obligations of the parties with respect to a particular Work Assignment.
7. Any supplementary information, not in conflict with the provisions of this Agreement, such as technical specifications, deliverables associated with the Work Assignment, breakdown of the fees being charged by any sub-consultant or any service provider.
8. The identification of the person(s) who will serve as CONSULTANT's Project Manager and COUNTY's Project Manager.
9. When a Work Assignment calls for the preparation of plans, specifications, maps and reports, these items as well as all data collected, together with summaries and charts shall be considered works made for hire and shall become the property of COUNTY without restriction or limitation on their use; and shall be made available, upon request, to COUNTY at any time. CONSULTANT shall not copyright any material or product developed under this Agreement. COUNTY shall have the right to inspect the work of CONSULTANT at any time.
10. All final plans, documents, reports, studies and other data prepared by CONSULTANT will bear the endorsement of a person in the full employ of CONSULTANT.
11. COUNTY will be entitled at all times to be advised, at its request, as to the status

of work being done by CONSULTANT and of the details thereof and communication shall be maintained by CONSULTANT with representatives of COUNTY.

12. **EXTENSION OF WORK ASSIGNMENTS.** It shall be the responsibility of CONSULTANT to ensure at all times that sufficient time remains in the project schedule within which to complete services on the project. In the event there have been delays which would affect the Work Assignment completion date, CONSULTANT shall promptly submit a written request to the Project Manager which identifies the reason(s) for the delay and the amount of time related to each reason. The Project Manager will promptly review the request and make a determination as to granting all or part of the requested extension. If the Project Manager determines that an extension of a Work Assignment deadline is appropriate, a recommendation for a Change Order shall be initiated.
13. Any Work Assignment, including reimbursable expenses, shall not be effective until one of the following conditions has occurred: a) the Assignment has been approved and signed by the Purchasing Official for Assignments under one million dollars (\$1,000,000.00), or b) the Assignment has been approved by the Board of County Commissioners for Assignments over one million dollars (\$1,000,000.00).
14. Work Assignments shall not be artificially divided to increase the delegated authority provided to COUNTY's Purchasing Official. Separate Work Assignments may be required for services which may be a part of the same project and the provision of two Work Assignments for such a project shall not be considered as an enlargement of the authority delegated to COUNTY Purchasing Official.
15. When the services of CONSULTANT required for any Work Assignment are complete, CONSULTANT shall notify COUNTY in writing. Thereupon the COUNTY, within thirty (30) days, shall either provide its written acceptance or give CONSULTANT written notice of any unfinished or improperly performed services to be finished or corrected. If such written notice of acceptance or exception is not given within such period of time, the services shall be deemed to have been accepted by COUNTY. However, acceptance of the work performed by CONSULTANT shall not be construed to be an acceptance of improper, defective or deficient work.

ARTICLE 8. NEGOTIATION OF WORK ASSIGNMENT

For each project, grouping of substantially similar services and activities for a group of projects, feasibility studies or special projects, COUNTY shall negotiate each Work Assignment based upon estimated hours and/or fee rates, projected by CONSULTANT and in accordance with the rate schedule specified in Exhibit "B". Compensation for

each Work Assignment shall be based on actual hours performed and/or fee rates, but in no event shall CONSULTANT be eligible for reimbursement in excess of the amount established in a Work Assignment. COUNTY's Purchasing Official may authorize, in writing, in advance, adjustments in the compensation for particular phases or tasks established in the Work Assignment provided such adjustments do not exceed the maximum compensation and reimbursable expenditures authorized for the particular Work Assignment.

Any additions, deletions or modifications to the sub-consultants listed in "Exhibit B" will be handled in accordance with Article 26.

ARTICLE 9. COUNTY OWNERSHIP OF WORK PRODUCT

The parties agree that all documents, records, and files produced by CONSULTANT in connection with the services rendered pursuant to this Agreement shall be the property of COUNTY and shall be provided to COUNTY upon request. CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT's endeavors.

In the event of termination of this Agreement, any reports, records, documents, forms, and other data and documents prepared by CONSULTANT whether finished or unfinished shall become the property of COUNTY and shall be delivered by CONSULTANT to COUNTY within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONSULTANT shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONSULTANT to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require CONSULTANT to perform and, if so required, CONSULTANT shall perform, certain transition services necessary to shift the services of CONSULTANT to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Performing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- C. Providing such other reasonable services needed to effectuate an orderly

transition to a new service provider or to COUNTY

ARTICLE 11. RESPONSIBILITIES OF THE COUNTY

COUNTY shall:

- A. Appoint the County Administrator, or his designee, as the County's Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONSULTANT is given written notice thereof.
- B. Make available at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
- C. Give prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. Give careful and reasonable consideration to the findings and recommendations of CONSULTANT, and shall respond and issue notices to proceed in a timely manner so as not to unduly delay CONSULTANT's work called for by this Agreement.
- E. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY.
- F. Perform activities in this Article at no cost to CONSULTANT.

ARTICLE 12. COUNTY'S PROJECT MANAGER

The Project Manager, shall be appointed to represent the COUNTY in all technical matters pertaining to and arising from the work and performance of this Agreement. The Project Manager shall have the following responsibilities:

- A. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- B. Transmission of instructions, receipt of information, and interpretation and definition of COUNTY's policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement.
- C. Giving prompt written notice to the CONSULTANT whenever the COUNTY

observes, or otherwise becomes aware of, any defects or changes necessary in a project.

ARTICLE 13. AGREEMENT TYPE

This is an indefinite quantity Agreement for the goods and/or services specified in "Exhibit A", Scope of Professional Services. The quantities of good and/or services specified are unknown. Delivery or performance shall be only as authorized by Work Assignments issued in accordance with the terms of this Agreement. The CONSULTANT shall furnish the goods and/or services to the COUNTY, when and if ordered. The COUNTY may issue orders requiring delivery to multiple destinations or performance at multiple locations.

ARTICLE 14. RESPONSIBILITIES OF THE CONSULTANT

CONSULTANT shall:

- A. Appoint **Mitch Kessler, President and Principal** as CONSULTANT's Agent with respect to the services to be performed by CONSULTANT pursuant to this Agreement. CONSULTANT's Agent shall have the authority without limitation, to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to services covered by the Agreement. CONSULTANT's Agent shall have the right, from time to time, to designate such other employees of CONSULTANT's as they desire, to serve in their absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given written notice thereof.
- B. Perform the work in accordance with the terms and conditions of this Agreement.
- C. Ensure that all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required.
- D. Be responsible for collecting all existing data required for the successful completion of each task.
- E. Not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit "D"**.
- F. Be entitled to rely upon that information which may be provided to them from time to time, from COUNTY. However, CONSULTANT shall call to the COUNTY's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. Information referred to above includes, but is not limited to, additional services,

consultations, investigations, and reports necessary for the execution of CONSULTANT's work under this Agreement. COUNTY shall, however, hold CONSULTANT fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying the obvious deficiencies concerning documents and information provided. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

- G. The CONSULTANT shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- H. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- I. The CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. The CONSULTANT shall not sublet, assign or transfer any services under this Agreement without the written consent of the COUNTY.
- J. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT's personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Agreement Amount or Contract Time based on the COUNTY's use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT's personnel on account of the use of this provision.

ARTICLE 15. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with § 2-26-63 and § 2-26-64 of the Manatee County Code. Any dispute resolution constituting a material change in this Agreement will not be final until an Amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by the CONSULTANT, the COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to the CONSULTANT of any amount determined to be due and owing.

ARTICLE 16 MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed

necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

- B. CONSULTANT shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by the COUNTY to monitor and evaluate CONSULTANT's performance. Such materials shall also be made available to COUNTY for auditing. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify to COUNTY why it was unable to do so. CONSULTANT shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONSULTANT shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days after receipt by CONSULTANT. CONSULTANT shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 17. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONSULTANT is performing services on behalf of COUNTY, CONSULTANT shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that COUNTY would provide and at a cost that does not exceed the cost provided in F.S. Chapter 119, 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 COUNTY all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or

confidential from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format this is compatible with the COUNTY'S information technology systems.

ARTICLE 18. INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless COUNTY, its officers, employees and agents, from and against any and all claims, suits, actions, causes of action, damages, liabilities, losses and costs, including but not limited to attorneys' fees and paralegals' fees, caused or contributed to by the negligence, recklessness, or intentional wrongful conduct or omissions of CONSULTANT, its agents, officers and employees or anyone employed or utilized by CONSULTANT in the performance of the Agreement. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT's expense. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 19. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver of COUNTY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes, and COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 20. INSURANCE

- A. CONSULTANT shall maintain insurance policies that comply with the Insurance Requirements, attached as **Exhibit "E"**, during the term of this Agreement, including any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit "E"** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement. No changes shall be made to the insurance coverage without prior written approval by COUNTY's Risk Management Division.

- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by Exhibit "D", including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.
- E. Nothing in this Agreement shall be interpreted as a waiver by COUNTY of its rights including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statute, and COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 21. LITIGATION SERVICES

If notified by the Office of the County Attorney in writing, CONSULTANT agrees to provide litigation services up to and including the date of the completion of litigation as follows:

- A. Coordinate and communicate directly with the Office of the County Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:
 - 1. Predisposition, pretrial, or prehearing preparation.
 - 2. Preparation of court exhibits.
 - 3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.
 - 4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend COUNTY's position in court.
- D. Compensation for litigation services shall not exceed the CONSULTANT's Fee Rate Schedule specified in Exhibit "B". The hourly billing rates shall contain all costs to include salaries, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- E. CONSULTANT's travel expenses will be submitted and paid in accordance with Section 112.061, Florida Statutes, provided prior approval of the travel is

obtained from the County Attorney or the County Attorney's designee.

- F. CONSULTANT shall submit monthly statements for litigation services rendered to the Office of the County Attorney for approval, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, the service and a breakdown of approved expenses incurred with all receipts and invoices attached.

ARTICLE 22. LEGAL RESTRAINTS AND LIMITATIONS

CONSULTANT acknowledges that COUNTY is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. CONSULTANT agrees that all services rendered or performed by CONSULTANT pursuant to the provisions of this Agreement, as amended, shall be in compliance with all applicable local, state and federal laws and ordinances.

ARTICLE 23. SOLICITATION OF AGREEMENT

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 24. NON-DISCRIMINATION

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 25. KEY PERSONNEL

The following key personnel are hereby assigned to this Agreement by CONSULTANT and shall not be removed from the Agreement until alternate personnel acceptable to COUNTY are approved, in writing, by COUNTY:

Mitch Kessler, President and Principal
Robin Mitchell, Director of Technical Services
Don Ross, Director of Operations

ARTICLE 26. SUB-CONSULTANTS

It is expected that CONSULTANT shall have standard in-house capability to provide all the services required by this Agreement. However, should CONSULTANT find it necessary to call upon the services of sub-consultants, CONSULTANT shall utilize the sub-consultants fees specified in **Exhibit "B"**. CONSULTANT shall also require each sub-consultant to adhere to applicable provisions of this Agreement. The utilization of any sub-consultant by CONSULTANT shall not relieve CONSULTANT from any liability or responsibility to COUNTY pursuant to the provisions of this Agreement, as amended, or obligate the COUNTY to the payment of any compensation to the sub-consultant or additional compensation to CONSULTANT. CONSULTANT is required to notify COUNTY of any replacements or additions to **Exhibit "B"** and receive prior written approval of the COUNTY for replacements or additions before the use of the sub-consultant.

ARTICLE 27. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government, Utilities Department
Attn: Director
4410 66th Street West
Bradenton, FL 34210
Phone: (941) 749-3004

To CONSULTANT: Kessler Consultant, Inc.
Attn: Mitch Kessler

14620 N. Nebraska Ave., Bldg. D
Tampa, FL 33613
Phone: (813)971-8333

ARTICLE 28. PROFESSIONAL LIABILITY

CONSULTANT recognizes that the registered persons practicing services referred to in this Agreement as CONSULTANT, as provided by this Agreement or Florida Statutes, if any, are not relieved from personal liability for their negligent acts and that such personal liability shall not relieve CONSULTANT or CONSULTANT's association or corporation from liability.

ARTICLE 29. RELATIONSHIP OF PARTIES

The relationship of CONSULTANT to COUNTY shall be that of an independent consultant. Nothing herein contained shall be construed as vesting or delegating to CONSULTANT or any of the officers, employees, personnel, agents, or sub-consultants of CONSULTANT any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONSULTANT in connection with the Agreement or for debts or claims accruing to such parties. CONSULTANT shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 30. NO CONFLICT

By accepting award of this Agreement, CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

ARTICLE 31. ETHICAL CONSIDERATIONS

CONSULTANT recognizes that in rendering the services pursuant to the provisions of this Agreement, CONSULTANT is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONSULTANT shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONSULTANT agreed that it has an ethical duty to the COUNTY to be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY

ARTICLE 32. PUBLIC ENTITY CRIMES

CONSULTANT has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and the COUNTY's requirement that CONSULTANT comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 33. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 34. HEADINGS, CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 35. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONSULTANT is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONSULTANT's normal tax liability.

CONSULTANT shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONSULTANT under applicable law to the extent that CONSULTANT is responsible for the payment of same under applicable law.

ARTICLE 36. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other

act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 37. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 38. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 39. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 40. PATENT AND COPYRIGHT RESPONSIBILITY

CONSULTANT agrees that any material, design or supplied specified by CONSULTANT or supplied by CONSULTANT pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONSULTANT shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by the Consultant in the performance of the Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Programs

ARTICLE 41. NO THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, COUNTY, or other

governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 42. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 43. TIME

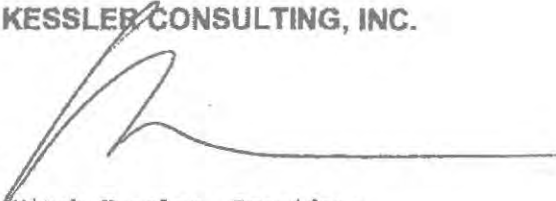
For purposes of computing any period of a number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded unless otherwise stated.

ARTICLE 44. AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this **Agreement 16-1984FL for Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Programs** to be duly executed by their authorized representatives:

KESSLER CONSULTING, INC.

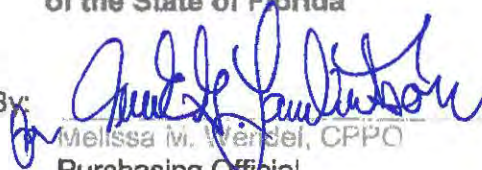
By: 

Mitch Kessler, President

Print Name & Title of Above Signer

Date: 26 August 2016

**MANATEE COUNTY, a political subdivision
of the State of Florida**

By: 

Melissa M. Wendel, CPPO
Purchasing Official

Date: 

Exhibit "A"
Scope of Services

A.01 PURPOSE AND BACKGROUND INFORMATION

- a. CONSULTANT will provide the required services for the planning, evaluation, development, and implementation of its solid waste collection, recycling, special waste and reduction programs. Experienced technical expertise and assistance are required in the performance assessment of existing programs, expansion of programs, new initiatives, public education and outreach, and reporting requirements on an as needed, assignment by assignment basis. The consultant shall also provide miscellaneous services and support to the Solid Waste Division, Utilities Department which may include, but not limited to, presentations to the Board, other government entities, citizen groups, and regulatory agencies. Solid Waste Division oversees the solid waste collection services of 131,000 residential and 6,000 commercial customers. The Solid Waste Division's responsibilities also include collection, recycling and special waste programs. In an effort to reach the state mandated 75% recycle goal the County is implementing a residential cart based single stream recycle program in 2016 to replace the current dual stream collection method. The implementation will be promoted through the slogan "Recycle All Together-Recycle Right!" An item of special note is the fact that Manatee County owns and operates its own landfill.

A.02 GENERAL REQUIREMENTS

The Consultant shall be able to provide expertise and experience in providing the following services:

1. Conducting studies and investigations related to solid waste collection, recycling and reduction issues and provide the County with solutions to them.
2. Conducting research into innovative recycling and special waste processing and collection techniques to ensure the County is up to date with current trends, regulations and is operating in a cost effective manner.
3. Collection and recycling program development and strategic planning activities for current operations and future collection, recycling and reduction agreements.
4. Assisting with County's solid waste ordinances by reviewing, researching and offering assistance as they pertain to solid waste and recycling operations.

5. Identify potential solid waste and recycling awards and grants along with preparing applications, managing and administering award or grant criteria and any other functions as directed by the County.
6. The successful Proposer shall be responsible for providing cost projections for projects assigned to them.
7. Design and perform waste stream generation and composition analyses, evaluating collection and processing infrastructure relative to the specific program needs, preparing technical specifications for all collected materials, and provide other associated material assistance.
8. Assist the County in the research, development, preparation and implementation of educational and informational outreach materials in support of the solid waste programs. Provide research of other national recycling and education programs that may be applicable for implementation by the County.
9. Assist the County in the development of procurement documents for vendor services. Assistance is to include but not be limited to, developing a scope of services, program specifications, identify vendor special conditions and reporting requirements. The successful Proposer shall review proposals, provide comments on submittals as well as recommendations for selections and support during the negotiation process.
10. Prepare and present feasibility studies as requested by the County to include but not be limited to, potential changes in collection programs, reduction processes and any other impacts to the solid waste and recycling collection operations.
11. Prepare presentations and other materials needed for presentations. Attend presentations and be prepared to present or provide technical assistance.
12. Assistance is to include but not be limited to, the County in conducting solid waste rate reviews and studies, along with developing solid waste control mechanisms and other financial functions.
13. Assist with research and completion of the annual Florida Department of Environmental Protection's recycling report and other required regulatory reports.

14. Provide regular updates to the State 75% recycling goal. These updates may require attendance or reports from all activities such as meetings, webinars, etc. held by the State.
15. Work Assignments will be prepared upon receipt of the task request from staff, the successful Proposer will prepare a detailed scope of services to accomplish the task objective. The scope of services shall include a description of the work activities, information or data needed, meetings, as well as deliverables and other information or resources required. The Work Assignment submittal shall include a schedule for completion and fee proposal.
16. In the event of a natural or manmade disaster, such as hurricane, tornado, explosion, etc., the successful Proposer shall be capable of responding within 72 hours after being requested by the County.
17. Provide miscellaneous services, not otherwise described, which the County may require during the course of the Agreement for other tasks associated with the County's solid waste system.

Exhibit "B"
Fee Rate Schedule

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Principal	\$200.00
Project Director	\$170.00
Project Manager	\$155.00 - \$165.00
Senior Consultant	\$110.00 - \$145.00
Consultant	\$90.00 - \$105.00
Research Analyst	\$75.00 - \$85.00
Administrative/Tech Support	\$60.00

Exhibit "C"
Sample Work Assignment
AGREEMENT 16-1984FL

WORK ASSIGNMENT NUMBER: _____

Pursuant to the Manatee County, Florida, Agreement for Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Programs entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and KESSLER CONSULTING, INC., hereinafter referred to as "CONSULTANT," a determination has been made by COUNTY that there is a need for the performance of or rendering of services by the CONSULTANT of a certain "Work Assignment" under the purview of said Agreement, and CONSULTANT is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT: _____

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

CONSULTANT shall perform tasks as more specifically detailed in Attachments 1 through 3 as follows:

Attachment 1, Scope of Services
Attachment 2, Hourly Fee Schedule
Attachment 3, Schedule

Compensation to CONSULTANT for rendering all of the above identified services and products shall not exceed \$_____. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description #_____ - \$_____

Task/Description#_____ - \$_____

COUNTY may authorize, in writing, in advance, adjustments in the compensation for particular tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Partial compensation may be requested on a monthly basis for unit prices and actual hours incurred but not to exceed the percentage of the task completed.

CONSULTANT agrees to perform or render services in accordance with the Agreement 16-1984fl for Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Programs and this Work Assignment.

KESSLER CONSULTING, INC.


Print Name: _____

Title: President _____

Date: 26 August 2016

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: _____
Melissa M. Wendel, CPPO
Purchasing Official

(Date) _____

Exhibit "D"
Affidavit of No Conflict
AGREEMENT 16-1984FL

STATE OF FLORIDA

COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, personally appeared
Mitch Kessler as President of
Kessler Consulting, Inc., with full authority to bind Kessler Consulting, Inc.
(hereinafter "CONSULTANT"), who being first duly sworn, deposes and says that
CONSULTANT:

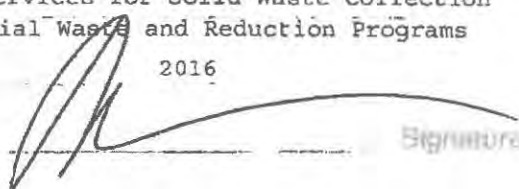
(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 16-1984FL for Professional Services for Solid Waste Collection Recycling, Special Waste and Reduction Programs

DATED this 26th day of August, 2016


Signature

The foregoing instrument was sworn to and acknowledged before me this
26th day of August, 2016, by Mitch Kessler
as President of Kessler Consulting, Inc. He/she is personally
known to me or has produced his identification.



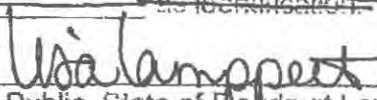

Notary Public, State of Florida at Large
Commission FF 968239

Exhibit "E"

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2016

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 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 Lassiter-Ware Insurance 1300 N. Westshore Blvd. Suite 110 Tampa FL 33607		CONTACT Joe Amendola PHONE (800) 845-8437 FAX (888) 883-8680 (A/C No. Ext.) E-MAIL JoeA@lassiter-ware.com ADDRESS															
INSURED Kessler Consulting, Inc. 14620 N. Nebraska Avenue Building D Tampa FL 33613		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Travelers Casualty & Surety Co</td> <td>19038</td> </tr> <tr> <td>INSURER D: Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B: Travelers Indemnity Company	25658	INSURER C: Travelers Casualty & Surety Co	19038	INSURER D: Admiral Insurance Company	24856	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER: 16/17-All Lines** **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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	X	6806C779035PNC16	3/7/2016	3/7/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		BA6C56262116GRP	3/7/2016	3/7/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTIONS \$ 10,000		CUP6C7794891647	3/7/2016	3/7/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	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	NAUB4210T58A16	3/7/2016	3/7/2017	☒ PER STATUTE ☐ OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Contractors Pollution Liab		FEIECC1953702 Claims-Made	3/7/2016	3/7/2017	EACH OCCURRENCE \$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)
 Re: Work pertaining to Agreement 16-1984FL
 Manatee County Government is an additional insured under the terms and conditions of the General Liability policy with respect to work being performed by the named insured as required by written contract.

CERTIFICATE HOLDER Manatee County Government Risk Management Division 1112 Manatee Avenue West Suite 803 Bradenton, FL 34205	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 P Schmalz/SANDIR <i>Patricia Schmalz</i>
--	--

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AMENDMENT No. 1

to

AGREEMENT No. 16-1984FL
PROFESSIONAL SERVICES FOR SOLID WASTE COLLECTION, RECYCLING,
SPECIAL WASTE AND REDUCTION PROGRAMS

and

KESSLER CONSULTING, INC.

THIS AMENDMENT No. 1 TO AGREEMENT is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," with mailing address at 1112 Manatee Avenue West, Bradenton, Florida 34205 and **KESSLER CONSULTING, INC.** hereinafter referred to as "Consultant," duly authorized to conduct business in the State of Florida, with offices located at 14620 N. Nebraska Avenue, Building D, Tampa, FL 33613.

WHEREAS, on August 29, 2016, the County approved an Agreement (No. 16-1984FL) with Consultant to provide professional services for solid waste collection, recycling, special waste and reduction programs beginning August 29, 2016 and ending August 28, 2018; and

WHEREAS, the County has determined there is a need for the Consultant's services beyond August 28, 2018; and

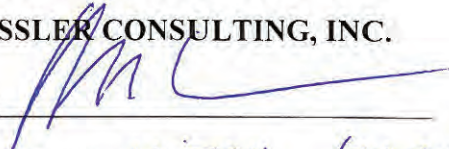
WHEREAS, the Agreement may be modified only by written amendment executed by both parties. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by both parties; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The Agreement is extended for one (1) additional one (1) year period beginning August 29, 2018 and ending August 28, 2019. There are two (2) renewal options remaining.
2. All fee rates remain unchanged and as found in Exhibit B of the initial Agreement dated August 29, 2016.
3. All other terms and conditions of the Agreement shall remain in full force and effect during the contract period.

The parties hereto have caused the **Amendment No. 1 to Agreement No. 16-1984FL for Solid Waste Collection, Recycling, Special Waste and Reduction Programs** to be fully executed by their authorized representatives.

KESSLER CONSULTING, INC.

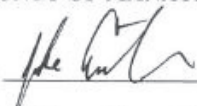
By: 

Print Name: MITCH KESSLER

Title: PRESIDENT

Date: 5/30/18

COUNTY OF MANATEE

By: 

for

Printed Name: Theresa Webb, CPPO, CPPB, CPSM, C.P.M.

Title: Procurement Official

Date: 05/31/2018

**AMENDMENT NO. 2 TO AGREEMENT NO. 16-1984FL
FOR PROFESSIONAL SERVICES FOR SOLID WASTE COLLECTION, RECYCLING,
SPECIAL WASTE AND REDUCTION PROGRAMS**

This Amendment No. 2 to Agreement No. 16-1984FL (hereinafter Amendment) is made as of this ~~16th~~ day of April, 2019 (hereinafter Effective Date) between **MANATEE COUNTY**, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and **KESSLER CONSULTING, INC.** a Florida corporation, whose address is 14620 North Nebraska Avenue, Building D, Tampa, FL 33613 (hereinafter Consultant).

WHEREAS, Section 2-26-46 of the County's Procurement Code permits the County to amend agreements after execution; and

WHEREAS, on August 29, 2016 the County entered into an Agreement with Consultant for professional services for solid waste collection, recycling, special waste and reduction programs (Initial Agreement); and

WHEREAS, on May 31, 2018, the parties hereto entered into Amendment No. 1 extending the Agreement from August 29, 2018 to August 28, 2019; and

WHEREAS, Consultant agrees to continue to provide the professional services for solid waste collection, recycling, special waste and reduction programs to the County in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. This Amendment No. 2 renews the Agreement for the period of August 29, 2019 through August 28, 2020. There is one (1) renewal option remaining.
3. **Supplemental Terms and Conditions.** The terms and conditions of the Agreement are hereby modified or supplemented as follows:
 - a. *Amendment or Waiver.* No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and contains the signature of an authorized representative of the party against whom it is sought to be enforced. Either party's failure to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or rights, or affect the validity of this Agreement.

- b. *Public Records.* Pursuant to Florida Statutes § 119.0701, to the extent Company is performing services on behalf of the County, Company shall:
- i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform this service.
 - ii. Upon request from the County's custodian of public records, provide the custodian 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.
 - iii. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Company does not transfer the records to the public agency.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Company or keep and maintain public records required by the County to perform the service. If Company transfers all public records to the County upon completion of the Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**By email: Debbie.Scaccianoce@mymanatee.org
By phone: 941.742.5845**

**Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205**

- c. *Notices.* Every notice, comment, consents, objections, waivers or any communication given under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

For County: Manatee County Government, Utilities Department
4410 66th Street West
Bradenton, FL 34210
Attn: Director
Tel: 941-749-3004

For Company: Kessler Consulting, Inc.
14620 North Nebraska Avenue, Building D
Tampa, FL 33613
Attn: Mitch Kessler
Tel: 813-971-8333

Every notice, comment, consents, objections, waivers or any communication shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

4. The Agreement, Amendment No. 1 and this Amendment No. 2 represent the entire understanding between the Parties.
5. **Terms and Conditions.** Except as otherwise stated herein, the terms and conditions of the Initial Agreement shall constitute the terms and conditions of this Agreement. A true and correct copy of the Initial Agreement is hereby incorporated by this reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

KESSLER CONSULTING, INC.

Company _____

By: _____

Printed Name: MITCH KESSLER

Date: 4/15/19

MANATEE COUNTY, a political subdivision
Of the State of Florida

By: _____

Printed Name: Theresa Webb, M.A., CPPO,
CPPB, CPSM, C.P.M.

Title: Procurement Official

Date: 4/16/2019

**AMENDMENT NO. 3 TO AGREEMENT NO. 16-1984FL
FOR PROFESSIONAL SERVICES FOR SOLID WASTE COLLECTION, RECYCLING,
SPECIAL WASTE AND REDUCTION PROGRAMS**

This Amendment No. 3 to Agreement No. 16-1984FL (hereinafter Amendment) is made as of this day of April, 2020 (hereinafter Effective Date) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and Kessler Consulting, Inc. a Florida corporation, whose address is 14620 N Nebraska Avenue, Building D, Tampa, FL 33613, (hereinafter Consultant).

WHEREAS, Section 2-26-46 of the County's Procurement Code permits the County to amend agreements after execution; and

WHEREAS, on August 29, 2016 the County entered into an Agreement with Kessler Consulting, Inc. Company for Professional Solid Waste Collection, Recycling, Special Waste and Reduction Program Services (Initial Agreement); and

WHEREAS, on May 31, 2018 the County issued Addendum No. 1 to the Agreement extending the duration of the Agreement commencing August 29, 2018 and ending August 28, 2019; and

WHEREAS, on April 16, 2019 the County issued Addendum No. 2 to the Agreement extending the duration of the Agreement commencing August 29, 2019 and ending August 28, 2020; and

WHEREAS, the County has determined there is a need for the Consultant's services beyond August 28, 2020 and

WHEREAS, Consultant agrees to continue to provide the solid waste collection, recycling, special waste and reduction program services to the County in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

2. Amendment

This Amendment No. 3 renews the Agreement for the period of August 29, 2020 through August 28, 2021. This is the last renewal option.

3. The Agreement

The Agreement and Amendment No. 1, 2 and 3 represent the entire understanding between the Parties.

4. Terms and Conditions

Except as otherwise stated herein, the terms and conditions of the Initial Agreement shall constitute the terms and conditions of this Agreement. A true and correct copy of the Initial Agreement is hereby incorporated by this reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

KESSLER CONSULTING, INC.

BY: 

Printed Name: Mitch Kessler

Title: President

Date: May 6, 2020

MANATEE COUNTY, a political subdivision
of the State of Florida


 Jacob Erickson, MBA, Interim Procurement Official

Date: 6/16/2020

APPROVED in Open Session

Manatee County Board of County
Commissioners

Bradenton Area Convention Center
One Haben Boulevard, Palmetto - North Center Hall
9:00 a.m. - June 16, 2020

June 16, 2020 - Regular Meeting
Agenda Item #23

6/16/2020

Subject

Execution of Amendment No. 3 to Agreement No. 16-1984FL for Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Programs

Briefings

None

Contact and/or Presenter Information

Contact:

Sherri Meier, Procurement Team Leader, Financial Management Department, Procurement Division, Ext. 3042

Presenter:

Jeanne Detweiler, Superintendent - Solid Waste Enforcement, Utilities Department, Solid Waste Division, Ext. 8013

Action Requested

Authorize the Procurement Official, or designee, to execute Amendment No. 3 to Agreement No. 16-1984FL with Kessler Consulting, Inc. for an aggregate not-to-exceed agreement total of \$800,000.00.

Enabling/Regulating Authority

Manatee County Code of Laws

Background Discussion

Amendment No. 3 provides the final renewal of Agreement No. 16-1984FL for Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Programs which provide the County with the assessment of existing programs, expansion of programs, new initiatives, public education and outreach, and reporting requirements on an as-needed basis.

Procurement History

On August 29, 2016, the County awarded Agreement No. 16-1984FL to Kessler Consulting, Inc. for Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Programs for a two-year period with three (3) one-year renewal options.

On May 31, 2018, the County approved Amendment No. 1 with Kessler Consulting, Inc. to extend the Agreement by one (1) additional year, commencing August 29, 2018 and ending August 28, 2019.

On April 16, 2019, the County approved Amendment No. 2 with Kessler Consulting, Inc. to extend the Agreement by one (1) additional year, commencing August 29, 2019 and ending August 28, 2020.

Amendment 3 exercises the final one-year renewal option with Kessler Consulting, Inc. and Agreement No. 16-1984FL for Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Programs commencing August 29, 2020 and ending August 28, 2021.

County Attorney Review

Not Reviewed (Utilizes exact document or procedure approved within the last 18 months)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Original to Board Records.

Emailed 6/17/2020

Copies to:

Kessler Consulting, Inc., Nikki McNew (mncnew@kesslerconsult.com)

Utilities Department, Mary DeJesus (mary.dejesus@mymanatee.org) and Jeanne' Detweiler (jeanne.detweiler@mymanatee.org)

Financial Management Department, Sherri Meier (sherri.adamsmeier@mymanatee.org)

Manatee Clerk, Towanda Brinson (towanda.brinson@manateeclerk.com)

Cost and Funds Source Account Number and Name

4800011000-53100 - Solid Waste Recycling / 40800010900-53100 - Solid Waste Landfill Operations

Amount and Frequency of Recurring Costs

N/A

Attachment: [Manatee Amendment 3 to Agreement No.pdf](#)

**AMENDMENT NO. 4 TO AGREEMENT NO. 16-1984FL
FOR PROFESSIONAL SERVICES FOR SOLID WASTE COLLECTION, RECYCLING,
SPECIAL WASTE, AND REDUCTION PROGRAMS**

This Amendment No. 4 to Agreement No. 16-1984FL (hereinafter Amendment) is made as of this 5th day of May, 2021 (hereinafter Effective Date) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and Kessler Consulting, Inc., a Florida corporation, whose address is 14620 N. Nebraska Avenue, Building D, Tampa, FL 33613, (hereinafter Consultant).

WHEREAS, on August 29, 2016, the County entered into an Agreement with Consultant for professional services for solid waste collection, recycling, special waste, and reduction programs (Agreement); and

WHEREAS, on May 31, 2018, the parties hereto entered into Amendment No. 1 to renew the Agreement for the period of August 29, 2018 through August 28, 2019; and

WHEREAS, on April 16, 2019, the parties hereto entered into Amendment No. 2 to renew the Agreement for the period of August 29, 2019 through August 28, 2020; and

WHEREAS, on June 16, 2020, the parties hereto entered into Amendment No. 3 to renew the Agreement for the period of August 29, 2020 through August 28, 2021; and

WHEREAS, the County has determined a need to extend the Agreement; and

WHEREAS, Consultant agrees to continue to provide the professional services for solid waste collection, recycling, special waste, and reduction programs to the County in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

2. Article 5, Agreement Term is modified as follows:

- A. The term of this Agreement shall be for five (5) years from date of execution; however, by mutual consent, the Agreement may be extended for three (3) additional one (1) year terms.

3. Amendment

This Amendment No. 4 hereby extends the Agreement for the period of August 29, 2021 through August 28, 2022.

4. Agreement

The Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4 represent the entire understanding between the parties hereto.

5. Terms and Conditions

Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed effective as of the date set forth above.

KESSLER CONSULTING, INC.

By: 

Printed Name: Mitch Kessler

Title: President

Date: May 5, 2021

**MANATEE COUNTY, a political subdivision
of the State of Florida**

Jacob Erickson,
MBA, CPPO, NIGP-
CPP

 Digitally signed by Jacob
Erickson, MBA, CPPO, NIGP-CPP
Date: 2021.05.05 14:08:36
-04'00'

Jacob Erickson, MBA, CPPO, NIGP-CPP
Procurement Official

Date: May 5, 2021

**AMENDMENT NO. 5 TO AGREEMENT NO. 16-1984FL
FOR PROFESSIONAL SERVICES FOR SOLID WASTE COLLECTION, RECYCLING,
SPECIAL WASTE, AND REDUCTION PROGRAMS**

This Amendment No. 5 to Agreement No. 16-1984FL (hereinafter Amendment) is made as of this 29th day of August, 2022 (hereinafter Effective Date) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and Kessler Consulting, Inc. a Florida corporation, whose address is 14620 N. Nebraska Avenue, Building D, Tampa, FL 33613, (hereinafter Consultant).

WHEREAS, on August 29, 2016, the County entered into an Agreement with Consultant for professional services for solid waste collection, recycling, special waste, and reduction programs (Agreement); and

WHEREAS, on May 31, 2018, the parties hereto entered into Amendment No. 1 to renew the Agreement beginning August 29, 2018 and ending August 28, 2019; and

WHEREAS, on April 16, 2019, the parties hereto entered into Amendment No. 2 to renew the Agreement beginning August 29, 2019 and ending August 28, 2020; and

WHEREAS, on June 16, 2020, the parties hereto entered into Amendment No. 3 to renew the Agreement beginning August 29, 2020 and ending August 28, 2021; and

WHEREAS, on May 5, 2021, the parties hereto entered into Amendment No. 4 to renew the Agreement beginning August 29, 2021 and ending August 28, 2022 and modified Article 5, Agreement Term by extending for three (3) additional one (1) year terms; and

WHEREAS, the County has determined a need to extend the Agreement; and

WHEREAS, Consultant agrees to continue to provide the professional services for solid waste collection, recycling, special waste, and reduction programs to the County in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

2. Amendment

This Amendment No. 5 hereby extends the Agreement beginning August 29, 2022 and ending August 28, 2023, with two (2) one (1) year renewal options remaining.

3. Agreement

The Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and this Amendment No. 5 represent the entire understanding between the parties hereto.

4. Terms and Conditions

Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed effective as of the date set forth above.

KESSLER CONSULTING, INC.

By: Mitch Kessler Digitally signed by Mitch Kessler
Date: 2022.06.27 09:00:41 -05'00'

Printed Name: Mitch Kessler

Title: President

Date: 6/27/2022

**MANATEE COUNTY, a political subdivision
of the State of Florida**

Jacob Erickson, MBA, CPPO, NIGP-CPP Digitally signed by Jacob Erickson, MBA, CPPO, NIGP-CPP
Date: 2022.06.27 11:56:47 -04'00'

Jacob Erickson, MBA, CPPO, NIGP-CPP
Purchasing Official

Date: June 27, 2022

AMENDMENT NO. 6 TO AGREEMENT NO. 16-1984FL FOR PROFESSIONAL SERVICES FOR SOLID WASTE COLLECTION, RECYCLING, SPECIAL WASTE, AND REDUCTION PROGRAMS

This Amendment No. 6 to Agreement No. 16-1984FL (hereinafter Amendment) is made as of this 29th day of August, 2023 (hereinafter Effective Date) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and Kessler Consulting, Inc. a Florida corporation, whose address is 14620 N. Nebraska Avenue, Building D, Tampa, FL 33613, , (hereinafter Consultant).

WHEREAS, on August 29, 2016, the County entered into an Agreement with Consultant for professional services for solid waste collection, recycling, special waste, and reduction programs (Agreement); and

WHEREAS, on May 31, 2018, the parties hereto entered into Amendment No. 1 to renew the Agreement beginning August 29, 2018 and ending August 28, 2019; and

WHEREAS, on April 16, 2019, the parties hereto entered into Amendment No. 2 to renew the Agreement beginning August 29, 2019 and ending August 28, 2020; and

WHEREAS, on June 16, 2020, the parties hereto entered into Amendment No. 3 to renew the Agreement beginning August 29, 2020 and ending August 28, 2021; and

WHEREAS, on May 5, 2021, the parties hereto entered into Amendment No. 4 to renew the Agreement beginning August 29, 2021 and ending August 28, 2022 and modified Article 5, Agreement Term by extending for three (3) additional one (1) year terms; and

WHEREAS, on June 27, 2022, the parties hereto entered into Amendment No. 5 to renew the Agreement beginning August 29, 2022 and ending August 28, 2023; and

WHEREAS, the County has determined a need to extend the Agreement and incorporate Exhibit B.01, Fee Rate Schedule; and

WHEREAS, Consultant agrees to continue to provide the professional services for solid waste collection, recycling, special waste, and reduction programs to the County in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

2. Amendment

This Amendment No. 6 hereby extends the Agreement beginning August 29, 2023 and ending August 28, 2024, with one (1) year renewal options remaining.

3. Exhibit B.01 - Fee Rate Schedule

Exhibit B, Fee Rate Schedule of the Agreement is hereby deleted in its entirety and replaced with Exhibit B.01, Fee Rate Schedule, attached hereto and effective August 29, 2023.

4. Agreement

The Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and this Amendment No. 6 represent the entire understanding between the parties hereto.

5. Terms and Conditions

Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed effective as of the date set forth above.

KESSLER CONSULTING, INC.

By: Mitch Kessler
Digitally signed by Mitch Kessler
Date: 2023.06.08 10:51:53 -05'00'

Printed Name: Mitch Kessler

Title: President

Date: 8 June 2023

**MANATEE COUNTY, a political subdivision
of the State of Florida**

Jacob Erickson,
MBA, CPPO, NIGP-
CPP
Digitally signed by Jacob Erickson, MBA, CPPO, NIGP-CPP
Date: 2023.06.08 13:25:26 -04'00'

Jacob Erickson, MBA, CPPO, NIGP-CPP
Purchasing Official

Date: June 8, 2023

EXHIBIT B.01 - FEE RATE SCHEDULE	
LABOR CATEGORY	HOURLY RATE
Principal	\$235
Project Director	\$190
Project Manager	\$170 - \$185
Senior Consultant	\$130 - \$165
Consultant	\$105 - \$125
Research Analyst	\$85 - \$100
Administrative/Tech Support	\$75

AMENDMENT NO. 7 TO AGREEMENT NO. 16-1984FL FOR PROFESSIONAL SERVICES FOR SOLID WASTE COLLECTION, RECYCLING, SPECIAL WASTE, AND REDUCTION PROGRAMS

This Amendment No. 7 to Agreement No. 16-1984FL (hereinafter referred to as “Amendment”) is made as of this 29th day of August, 2024 (hereinafter referred to as “Effective Date”) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter referred to as “County”) and Kessler Consulting, Inc. a Florida corporation, whose address is 14620 N. Nebraska Avenue, Building D, Tampa, FL 33613, (hereinafter referred to as Consultant); collectively referred to as the “Parties” and individually as “Party”.

WHEREAS, on August 29, 2016, the Parties hereto entered into Agreement No. 16-1984FL for solid waste collection, recycling, special waste, and reduction programs (hereinafter referred to as “Agreement”); and

WHEREAS, on May 31, 2018, the Parties hereto entered into Amendment No. 1 to renew the Agreement beginning August 29, 2018 and ending August 28, 2019; and

WHEREAS, on April 16, 2019, the Parties hereto entered into Amendment No. 2 to renew the Agreement beginning August 29, 2019 and ending August 28, 2020; and

WHEREAS, on June 16, 2020, the Parties hereto entered into Amendment No. 3 to renew the Agreement beginning August 29, 2020 and ending August 28, 2021; and

WHEREAS, on May 5, 2021, the Parties hereto entered into Amendment No. 4 to renew the Agreement beginning August 29, 2021 and ending August 28, 2022 and modified Article 5, Agreement Term by extending for three (3) additional one (1) year terms; and

WHEREAS, on June 27, 2022, the Parties hereto entered into Amendment No. 5 to renew the Agreement beginning August 29, 2022 and ending August 28, 2023; and

WHEREAS, on August 29, 2023, the Parties hereto entered into Amendment No. 6 to renew the Agreement beginning August 29, 2023 and ending August 28, 2024 and incorporate Exhibit B.01, Fee Rate Schedule; and

WHEREAS, the County has determined a need to extend the Agreement; and

WHEREAS, Consultant agrees to continue to provide the professional services for solid waste collection, recycling, special waste, and reduction programs to the County in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

2. Amendment Term

This Amendment No. 7 hereby extends the Agreement beginning August 29, 2024 and ending August 28, 2025.

3. Agreement

The Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, and this Amendment No. 7 represent the entire understanding between the Parties.

4. Terms and Conditions

Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed effective as of the date set forth above.

KESSLER CONSULTING, INC.

By: Mitch Kessler Digitally signed by Mitch Kessler
Date: 2024.02.12 09:41:42 -06'00'

Printed Name: Mitch Kessler

Title: Presidnet

Date: 12 February 2024

**MANATEE COUNTY, a political subdivision
of the State of Florida**

Jacob Erickson, MBA, CPPO, NIGP-CPP Digitally signed by Jacob Erickson, MBA, CPPO, NIGP-CPP
Date: 2024.02.12 11:07:37 -05'00'

Jacob Erickson, MBA, CPPO, NIGP-CPP
Purchasing Official

Date: _____

CONSENT ITEMS 2.8

Award of Bid 2024-009 and agreement execution with HST Utility Inc. for the EPA mandated Lead Service Line Inventory (LSLI)

Agreement 37-25-03

Issue:

Award of Bid 2024-009 and agreement execution with HST Utility Inc. for the EPA mandated Lead Service Line Inventory

Background:

The City was seeking proposals from qualified firms to conduct a lead and copper line survey within the City Service area. The goal of this project is to identify and assess the presence of lead lines in the water distribution system to ensure compliance with USEPA and FDEP regulations and protect public health.

The following is a brief, not all-inclusive, project outline:

The awarded contractor will conduct a comprehensive survey of the water distribution system to identify lead and/or copper service lines, including both publicly and privately owned lines.

- Survey of **approximately** 7,500 (verification upon data review)
- Fee per survey
- Site Assessment-Conduct an assessment of the data provided to ensure the data is valid.
- Data Collection
- Mapping and Documentation
- Reporting-Compile a comprehensive report for submission to the Florida Dept. of Environmental Protection (FDEP) in compliance with EPA's LCRR requirements, including all service line materials and classifications.
- This survey's prime objective is the creation of a detailed inventory of all service lines, as required by USEPA's Lead and Copper Rule Revisions (LCRR). The City will provide the addresses that need to be surveyed.

Attachment(s):

1. HST Lead and Copper Surveys Agreement 37-25-03(32655466.1)
2. Exhibit A - Bid Packet
3. Exhibit B - HST(32655454.1)

Fiscal Impact:

The following are the bid results:

#1 HST Utility, Inc.	#2 Utility Repair Experts LLC	#3 National Metering Services, Inc.	#4
Salo Engineering LLC			
\$330,000.00	\$562,500.00	\$615,000.00	
\$4,125,000.00			

HST has the lowest costs and also the only company completing all the requirements requested within the bid.

Funding for this project will come from either budgeted reserves or from savings on other Utilities projects, such as Palm Grove Dr.

Staff Recommendation:

It is the staff's recommendation to the City Council to approve the Award of Bid to HST Utility, and sign the accompanying agreement as presented.

CITY OF ZEPHYRHILLS
LEAD AND COPPER LINE SURVEYS AGREEMENT
AGREEMENT NO.: 37-25-03

THIS AGREEMENT, made and entered into by and between the CITY OF ZEPHYRHILLS, a Florida municipal corporation (hereafter referred to as "City"), whose address is 5335 8th Street, Zephyrhills, FL 33542 and HST UTILITY, INC., a Florida corporation, having its principal office at 7901 4th St N., Ste 300, Saint Petersburg, FL 33702 ("Contractor"), and

WHEREAS, the Contractor bid to conduct a lead and copper line survey within the City's water distribution system, and

WHEREAS, the Contractor has submitted a bid proposal to the City which has been accepted by the City Council.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

ARTICLE I: THE PROJECT SCOPE

1.1 The scope of the project involved in this contract is to construct the following: **Lead and Copper Line Surveys** as per the plans and specifications of City of Zephyrhills' Invitation to Bid Re: **RFP NUMBER 2024-009**. The furnishing of all materials, labor and performance for all of the work shall be constructed in accordance with the previously submitted drawings, specifications and documents which are, incorporated herein as the "Contract Documents" and are more particularly described as:

- a. RFP Number 2024-009, RFP Lead and Copper Line Surveys, Exhibit "A."
- b. Contractor's Response attached hereto as Exhibit "B."

ARTICLE II: SCOPE AND SERVICES

2.1 The scope and compensation for the services that the Contractor will provide under this agreement shall be as follows:

- a. Contractor shall provide all services described in Article I, at the contract amount of not to exceed **\$330,000.00**.
- b. The Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the City and shall fully complete all work hereunder within **One Hundred, Twenty (120) Calendar Days** of said written order (Notice of Commencement).
- c. The Contractor agrees that no additional work or extras shall be done unless the same shall be duly authorized by the City in writing by change

order.

ARTICLE III: COMPENSATION

3.1 The sums due to the Contractor according to Article II, shall be due and payable in full, in accordance with the terms of the Invitation to Bid. Neither final payment nor amounts retained, if any, shall become due until the Contractor submits to the City: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City might be responsible or its property encumbered (less amounts withheld by the City) have been paid or otherwise satisfied; and (2) any other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract Documents, to the extent and in such form as may be designated by the City.

3.2 When the work has been completed and this Agreement fully performed, the Contractor shall submit a final application for payment to the City for approval. The City shall make final payment to the Contractor within thirty (30) days after the Contractor approves of such final application for payment.

3.3 The parties understand and agree that the City shall bear no obligation under this Agreement, or otherwise, to pay, or to be responsible in any way, for payment to a subcontractor performing portions of the work for the Contractor. If, however, the City receives a Notice to Owner claiming that the Contractor has not properly paid any party that has contracted with the Contractor for any work associated in any way with this project, then the City may, at its sole discretion and after providing notice to the Contractor, pay such party and then deduct the sums paid from any amounts remaining to be paid to the Contractor.

3.4 Neither payment nor partial or entire use or occupancy of the project by the City shall constitute an acceptance of work not in accordance with the Contract Documents or otherwise improperly performed.

3.5 The parties understand and agree that the making of final payment by the City shall, in no way, constitute a waiver of claims by the City.

3.6 Acceptance of final payment shall constitute a waiver of all past, present, or future claims by the Contractor.

ARTICLE IV: INSURANCE AND INDEMNITY

4.1 The Contractor shall be responsible for initiating, maintaining and providing supervision of all safety precautions and programs in connection with the performance of this Agreement.

4.2 The Contractor shall take all necessary precautions required to ensure the safety of, and shall provide any necessary protection to prevent damage, injury or loss to: (1) employees on the work site and other persons who may be affected thereby; (2) the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor; and (3) other property at or adjacent to the work site such as trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

4.3 The Contractor shall promptly remedy damage and loss to property at the work site caused in whole or in part by the Contractor or anyone directly or indirectly employed by him, or by anyone for whose acts he may be liable.

4.4 The Contractor shall purchase from and maintain, from a company or companies of recognized responsibility, which are licensed, rated and authorized to write policies and conduct business in the State of Florida, all insurance in such amounts as is set forth in the Contract Documents. Prior to commencement of construction, proof of such insurance and payment, along with a copy of the policy, of same shall be provided in writing ten (10) days prior to commencement of construction. The sufficiency of insurance coverage under the terms of this agreement shall be at the City's sole, reasonable discretion. The Contractor shall ensure that the City is named as an additional insured on all the policies set forth in the Contract Documents other than Worker's Compensation Insurance. Coverage's whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the work until the date of final payment and termination of any coverage required to be maintained after final payment.

4.5 Insurance. Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor as required herein shall be considered, and Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor as required herein.

4.6 Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. **Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.**

ARTICLE V. CORRECTION OF WORK

5.1 The Contractor shall promptly correct work rejected by the City or known by the Contractor to be defective or failing to conform to the requirements of the Contract Documents, whether observed before or after substantial completion, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections.

5.2 If, within one (1) year after the date of substantial completion of the work or after the dated for commencement of warranties established in a written agreement between the parties, or by terms of an applicable special warranty required by the Contract Document, any of the work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so, unless the City has previously given the Contractor a written acceptance of such condition.

5.3 Nothing contained herein shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year, as described above, relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the work.

ARTICLE VI. CLAIMS AND DISPUTES

6.1 The parties to this agreement agree that venue and jurisdiction shall be vested solely in a court of competent jurisdiction sitting in the Middle District of Florida, Tampa Division for Federal Court and Dade City, Pasco County, Florida, for State Court and the party prevailing or substantially prevailing in such litigation shall reimburse the other party for its attorney's fees (including in-house attorney's fees at a reasonable rate commensurate with industry standards for the private sector) and costs incurred in connection with such litigation.

6.2 A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "claim" also includes all other disputes and matters in question between any of the parties arising out of or relating to the Contract Documents. Claims must be made by written notice. The responsibility to substantiate a claim shall rest with the party making the claim.

6.3 The Contractor shall carry on the work and maintain the substantial completion date during any dispute proceedings and the City shall continue to make payments, excluding final payment, in accordance with the Contract Documents.

6.4 If the Contractor wishes to make a claim, he shall give the City written notice thereof within seven (7) calendar days after the Contractor has knowledge of the event giving rise to such claim. The Contractor understands and agrees that the failure to present any claim arising under this Agreement within the time period specified above shall constitute final waiver and abandonment of the Contractor's right to pursue such claim by either legal or equitable proceedings.

6.5 All claims shall: (1) be set forth in a petition addressed to the City; (2) shall include a concise statement of the ultimate facts, including a statement of all disputed issues of material fact, upon which the claim is based; (3) shall include a concise statement of the provisions of the Agreement, together with any federal, state and local laws, ordinances or code requirements or customary practices and usages in the trade or profession asserted to be applicable to the issues presented by the claim; and (4) shall provide a specific demand for any relief to which the Contractor claims to be entitled.

6.6 The City shall, after receipt of all requested and/or pertinent information and documents from the Contractor, render a written decision regarding the claim within fourteen (14) days after the submittal of the Contractor.

6.7 The making of final payment shall not constitute a waiver of any claims by the City. Acceptance of final payment by the contractor shall constitute a waiver of all

claims by the Contractor except those: (1) previously and timely made in writing, (2) identified in writing by the Contractor at the time of final application for payment; and (3) otherwise made in full compliance with the terms and conditions of the Contract Documents.

6.8 This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies or disputes arising out of or relating to any part of this Agreement or any breach thereof shall be Pasco County, Florida.

ARTICLE VII. TERMINATION

7.1 If the project is abandoned for more than ten (10) days by the Contractor without prior written change order or notice to the City, this Agreement may be terminated by the City upon ten (10) days written notice to the Contractor. If such termination occurs, the City shall pay the Contractor for the work completed.

7.2 If the Contractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform the provisions of this Agreement, the City may give written notice that the City intends to terminate this Agreement. If the Contractor fails to correct the default, failure or neglect within fourteen (14) calendar days after receipt of notice, the City may, without prejudice to any other remedy, terminate the employment of the Contractor and finish the work by whatever method the City may deem expedient.

7.3 If the unpaid balance of the contract sum exceeds the expense of finishing the work and any and all damages or related costs incurred by the City, such excess shall be paid to the Contractor based upon work completed sufficiently to the date of the termination. If the expense of completing the work and all damages incurred by the City exceeds the unpaid balance, then the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of this Agreement.

ARTICLE VIII. MISCELLANEOUS

8.1 If the Contractor is not satisfied with the written decision of the City on any timely-made claim, he may, within sixty (60) days after receipt of such written decision, file an appropriate civil action against the City in a court of competent jurisdiction for a judicial determination of such claim. Any litigation between the parties, whether arising out of any claim or arising out of the Contract Documents or any breach thereof, shall be brought, maintained and pursued only in the appropriate state courts of the State of Florida. Venue of any such litigation between the parties shall lie only in the Circuit Court of Pasco County, Dade City, Florida. Failure to timely file such civil action within said sixty (60) day period shall conclusively constitute a waiver of such claim and of any judicial proceedings on such claim, and the written decision of the City shall then be binding on

the Contractor. The Contractor shall proceed with the work at all times during the pendency of any such civil action. The prevailing party in any litigation will pay all costs and attorney's fees.

8.2 The parties bind themselves, their partners, successors, assigns and legal representatives with respect to the terms of this Agreement. Neither party shall assign this Agreement without the prior written consent of the other.

8.3 This Agreement represents the entire agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

8.4 If any term or provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

8.5 The Contractor, its agents, and subcontractors, shall perform all activities that are outlined in this Agreement as independent entities and not as agents, employees or representatives of the City, its employees or representatives.

8.6 Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered upon receipt before 5:00 p.m. on a business day by hand delivery, e-mail, overnight courier or U.S. Mail, postage prepaid, certified mail, return receipt requested and addressed to a party at the address set forth opposite the party's name below, or at such other address the party may have specified by written notice to the other party delivered in accordance herewith:

As to the City:

City of Zephyrhills
Willaim C. Poe, Jr., City Manager
5335 8th St.
Zephyrhills, Florida 33542
wpoe@ci.zephyrhills.fl.us

with a copy to:

Matthew E. Maggard, Esq.
Shumaker, Loop & Kendrick, LLP
13134 US Highway 301
Dade City, Florida 33525
mmaggard@shumaker.com

As to Contractor:

HST UTILITY, INC.
c/o _____
7901 4th St N., Ste 300
Saint Petersburg, FL 33702
E-mail: _____

8.7 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI. ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the 31st day of March, 2025.

ATTEST: CITY OF ZEPHYRHILLS, FLORIDA

By: _____ By: _____
Ricardo Quinones, City Clerk Kenneth M. Burgess, Jr.
Council President

Approved as to Legal Form and Content

Matthew E. Maggard, City Attorney

HST UTILITY, INC.

By: _____ By: _____
Witness Printed Name: _____
By: _____ Title: _____
Witness



CITY OF ZEPHYRHILLS
2024-009
LEAD AND COPPER LINE SURVEYS

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012740166C-4

FEDERAL IDENTIFICATION NUMBER #59-6000455

I.	INTRODUCTION TO REQUEST FOR PROPOSALS
II.	SCOPE OF WORK
III.	EVALUATION CRITERIA & RANKING PROCESS
IV.	EVALUATION DOCUMENTS
V.	RESPONSE PACKAGE CRITERIA.....
VI.	RESPONSE SUBMITTAL
VII.	ADDITIONAL CONDITIONS.....
VIII.	VENDOR REQUIREMENTS AND ACKNOWLEDGEMENTS
IX.	COST PROPOSAL

1. INTRODUCTION TO REQUEST FOR PROPOSALS

1.1. Invitation

The **City of Zephyrhills** (the “City”), invites responses (“Responses”) from Vendors which offer to provide the services described in Section “Scope of Work”.

1.2. Vendor

A Vendor is an individual, firm, or corporation submitting a Response to the City for the services requested in the RFP.

1.3. Agreement Terms and Conditions

The Vendor(s) selected to provide the service(s) requested herein (the “Successful Vendor(s)”) shall be required to execute an Agreement with the City. In the event that the proposer to whom the contract is awarded does not execute a contract within thirty (30) days after such award, the City of Zephyrhills may give notice to such proposer of intent to award the contract to the next ranked Vendor, or to call for new responses.

After a contract is signed, failure to comply with any of the terms and conditions of this RFP by the awarded Vendor will be cause for termination of the **"Lead and Copper Line Surveys"** Agreement.

1.4. Additional Information or Clarification

Requests for additional information or clarifications must be made in the City's e-Procurement Portal at <https://procurement.opengov.com/portal/zephyrhillsfl> and in accordance with the Cone of Silence. The Cone of Silence is applied to all communications concerning any bid, RFP or RFQ before intent to award are issued. Any request for additional information, or for questions seeking clarifications must be received in writing no later than Monday, January 27, 2025 by 10:00 am.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/zephyrhillsfl>, prior to the Response Submission Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or any written addendum to this RFP. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. Proposers will be required to acknowledge all addendum within their submission through the eProcurement Portal.

All communications are to be directed to the Purchasing Agent through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/zephyrhillsfl>.

1.5. Award of Agreement

An Agreement may be awarded to the Successful Proposer(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interest.

1.6. Agreement Execution

By submitting a Response, the Proposer(s) agree to be bound to and execute the Agreement for: **Lead and Copper Line Surveys** Without diminishing the foregoing, the Proposer may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City's consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

1.7. Response Package

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.

1. Each Response that is submitted for evaluation must meet the requirements specified in the RFP.
2. Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.
3. Any submittal found unacceptable will not be considered for selection for this project.

1.8. Changes/Alterations

Proposer may change or withdraw a Response at any time prior to Response Submission Deadline by clicking on "Unsubmit" Proposal via eProcurement Portal. All changes or withdrawals shall be made City's e-Procurement Portal located at <https://procurement.opengov.com/portal/zephyrhillsfl>. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.

1.9. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFP Section "Additional Information or Clarification". Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.10. Disqualification

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

1.11. Reject Responses

The City of Zephyrhills, Florida reserves the right to reject any or all responses, waive informalities, request additional information and to negotiate a contract with the most qualified Vendor for professional services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.

1.12. Vendor's Expenditures

Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.

1.13. Compliance with Applicable Law

The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed there under. Conduct no activity or provide any service that is unlawful or offensive.

1.14. Conflicts of Interest

No Vendor shall be eligible for selection on any project and no work shall be assigned to a Vendor which conflicts with or is duplicative of any work by the Vendor or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or Vendor.

1.15. Indemnification

Indemnity: Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes.

Insurance: Vendor shall, at its sole costs and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of

1.16. Insurance

Vendor shall, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including

Employer Liability insurance, with minimum policy limits of \$2,000,000 combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the Vendor as required herein shall be considered, and the Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Vendor as required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

1.17. Termination (Cause and/or Convenience)

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the Vendor's.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the Vendor relating to commitments which had become from prior to receipt of the notice of intent to terminate.

- D. Upon receipt of a termination action, the Vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Vendor in performing this contract, whether completed or in process.

- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the Vendor to fulfill contractual obligations, it is determined that the Vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

1.18. RFP Availability

RFP documents, plans, addendums can be viewed and downloaded from the City's e-Procurement Portal at <https://procurement.opengov.com/portal/zephyrhillsfl> . Registration is FREE. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills prior to any work with the City. Should you have questions concerning this site, contact Customer Support via the City's e-Procurement Portal to provide assistance. Responses will be opened after the deadline online. A listing of those Vendors who submitted a response will be posted.

1.19. Response Submission

One electronic response package shall be submitted through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/zephyrhillsfl>, prior to the **Opening time of Monday, February 3, 2025 by 10:00 am.**

The City shall not, under any circumstances, be responsible for delays caused by the issues caused in uploading or for other delays. All responses must be manually and duly signed by authorized authority to bind said Vendor or individual, and Vendor must affix their corporate seal (if any) to the response. In the absence of a corporate seal, the response must be notarized by a Notary public.

The submittal of a response by a preparer will be considered by the City as constituting an offer by the Vendor to perform the required services at the stated fees.

Each Vendor is solely responsible for the reading and completely understanding the requirement of this RFP. The opening time shall be and must be scrupulously observed. Under no circumstances will responses delivered to the office be accepted. All responses are to be uploaded via City's e-Procurement Portal online. Late submissions will not be accepted.

1.20. Appropriations Clause

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

1.21. Oral Presentations

At the City's sole discretion, a formal oral presentation may be required by each Vendor that is short list selected during the initial review process. The City will provide a week's notice, if selected. If required, presentations should be in support of the Vendor's response or to exhibit or

otherwise demonstrate the information contained herein. If the Committee wishes additional clarification of any information, Vendors may be requested to submit that information in writing.

1.22. Acceptance of Applicable Policies & Procedures.

- A. Vendors responding to this RFP agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.
- B. All Vendors should be licensed in the State of Florida and professionally qualified.
- C. Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

1.23. Evaluation Committee Process

The City Manager will appoint a ranking committee who will review and evaluate the proposals of all interested Vendors. This committee shall select at least three (3) firm's that are licensed in the State of Florida and are otherwise professionally qualified.

The ranking committee will present their recommendations to the City Manager based on their review of the written responses. The City Manager will present the Committee's recommendations to City Council for their consent for approval. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.

1.24. Written Selection Process

Step 1. The City will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.

Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the responses using the criteria below. Responses will be evaluated and ranked or scored.

1.25. Formal Interview Evaluation Criteria

- Overall impression of key team members
- Methodology presented to assure success
- Ability of principals to promote confidence in the ability of the Vendor to complete the project(s) within the time and cost budgeted
- Ability of team members to communicate during the interview process
- Vendor's ability to effectively answer questions and problem solve in the meeting
- Overall impression of the Vendor

1.26. Interview Format

The Vendors selected to make a presentation to the Evaluation Committee will be notified by the City. Each Vendor selected for further consideration shall be notified in writing and informed of a place and time for the interview sessions. The time allotted to each Vendor for the presentation and interview shall not exceed forty five (45) minutes. (5 Minutes for setup, 20 minutes for presentation, 5 minutes for questions and 5 minutes for knock-down). All members of the Evaluation Committee will be present during the formal interview.

1.27. Issues to Address at Interview

The intent of the formal interview process is to provide the evaluation committee with in-depth information from the Vendor in order to make a final selection of the best-suited Vendor for the contract. ***What makes your firm and proposal better suited for this solicitation than the other firms.*** Firms should focus their presentations on the detailed plan for the tasks, evaluations, interviews, schedule and quality of the services to be provided and any unique characteristics or services the Vendor offers.

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the discussion.

1.28. Award Criteria

The evaluation committee recommendation will be made from their in depth review of the written responses and the evaluation of the interview responses based on various criteria including but not limited to:

- Approach to the implementation, performance and satisfaction of City requirements
- Demonstrated professional skills and credentials.
- Demonstrated understanding and success of similar projects
- Demonstrated ability to communicate well.
- Ability to perform the work within the stated timeframe.

1.29. Hourly Rate/Fees

Hourly Rate/Fees will be solicited from the short-listed candidates invited to interview by email to be delivered by the designated date on the Timetable. Hourly Rates/Fees may be negotiated further with the number one selected Vendor.

If there is no date listed or should the interviews be waived then the fees will be expected the **Tuesday after the Council meeting.**

All Hourly Rate/Fees shall be sent to the Purchasing Agent, at kmiller@ci.zephyrhills.fl.us. Mark your emails “**FEE RATES-2024-009-Company Name**” in the subject line.

1.30. Final Evaluation

Upon completion of the evaluation process by the Evaluation Committee, the Firms/Proposals will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee’s recommendation. The City will begin negotiations with the number one ranked Vendor. Should the City be unable to negotiate a satisfactory contract with the top-ranked Firm at a price determined to be fair and reasonable, negotiations shall be terminated with that Firm and the City shall initiate negotiations with the second ranked Vendor to arrive at an acceptable contract, and so on.

The final negotiated contract is presented to City Council for approval and authorization by the City Manager.

1.31. Exception to the RFP

Vendors may take exceptions to any of the terms of this RFP unless the RFP specially states where exceptions may not be taken. Should a Vendor take exception where none is permitted,

the response will be rejected as nonresponsive. All exceptions taken must be specific, and the Vendor must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank responses.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the responses will be evaluated based on the responses as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Vendor furnish the services or goods described herein, or negotiate an acceptable alternative.

1.32. Openness of Procurement Process

Written competitive responses, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any response once submitted.

1.33. Cooperative Purchases

This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

1.34. Negotiations

The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Vendor's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Vendor. If the City and the selected Vendor cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Vendor. This process will continue until a contract has been executed or all Vendors have been rejected. No Vendor shall have any rights against the City arising from such negotiations.

1.35. Right to Protest

Any actual or prospective Vendor who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager. All Protests must be presented one (1) week after the solicitation deadline or one (1) week after Council approval of ranking.

1.36. Public Records

In accordance with 119.0701 F.S. Vendor shall:

IF A VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT OR CONTRACT, THEY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**RICARDO QUINONES, CITY CLERK
CITY OF ZEPHYRHILLS
5335 8TH STREETH**

ZEPHYRHILLS, FLORIDA 33542
RQUINONES@CI.ZEPHYRHILLS.FL.US
813-780-0000

1.37. ACH-EFT Payments

The City will make payments for services provided under this contract by means of an ACH-EFT process. This method is quicker and eliminates fraud activity. This will need to be setup before any payment processing. The City reserves the right to revise this program as necessary.

2. SCOPE OF WORK

2.1. Scope of Work

Introduction: The City of Zephyrhills is seeking proposals from qualified firms to conduct a lead and copper line survey within the City Service area. The goal of this project is to identify and assess the presence of lead or copper service lines in the water distribution system to ensure compliance with USEPA and FDEP regulations and protect public health.

Project Overview: the firm selected will conduct a comprehensive survey of the water distribution system to identify lead and/or copper service lines, including both publicly and privately owned lines. The scope includes the below.

The scope of services is anticipated to include, but is not limited to:

- Survey of approximately **7,500** (verification upon data review)
- Fee per survey
- **Site Assessment**-Conduct an assessment of the data provided to ensure the data is valid.
- **Data Collection**
 - Perform physical inspections
 - Records review
 - Classify service lines as lead, galvanized requiring replacement (GRR), non-lead or unknown
- **Mapping and Documentation**-Document findings in a Latitude/Longitude GIS-compatible format with a minimum of two (2) pictures of each location, including location identifies (e.g. street address) for all service line materials.
- **Reporting**-Compile a comprehensive report for submission to the Florida Dept. of Environmental Protection (FDEP) in compliance with EPA's LCRR requirements, including all service line materials and classifications.

This survey's prime objective is the creation of a detailed inventory off all service lines, as required by USEPA's Lead and Copper Rule Revisions (LCRR). The City will provide the addresses that need to be surveyed.

Qualifications seeking:

- Experience in lead line surveys and water quality assessments. A minimum of 30 verifiable and successful surveys completed, and at least 20 of those in Florida.
- Full familiarity with EPA lead and Cooper Rule Revisions (LCRR) and Florida's environmental regulations.

- Expertise in GIS mapping and data management, including usage of a Work Order Management System (WOMS) to provide pictures and documentations of each site.
- Qualifications of the project team, including relevant certifications and experience.

2.2. Additional Requirements

- All such contract activities would be the subject of a signed Contract Task Order with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangements. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon hourly rates for direct professional personnel and will not be considered as separately billable.
- The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFP or any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this solicitation.
- The City places **significant value** on high quality work and performance, timely access and response, scheduling and cost concerns, risk management/loss prevention, early issue identifications, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability and the demonstration of the same.
- Provide a Certificate of Insurance (COI)** (Note-a COI will be required by the selected firm listing the City as Certificate Holder); W-9, proof of Certified State of Florida Underground and Excavation license.

2.3. Acceptance of Applicable Policies and Procedures

Vendors responding to this RFP agree by submission of such response to accept and comply with the City's policies and procedures that apply to the selection process for this project.

Any concerns, or issues relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

2.4. Contract Term

- Initial Term: One Hundred Twenty (120) Days
- Renewals: Not Applicable

3. EVALUATION CRITERIA & RANKING PROCESS

- General Ranking. The evaluation and ranking of all Competitive responses received shall be accomplished utilizing the criteria described in this Section.
- Selection Criteria. All responses shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the response.

3.1. Written Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Technical Depth	Points Based	35 (35% of Total)
2.	Experience and Qualifications of the Firm	Points Based	20 (20% of Total)
3.	Budget and Schedule Control	Points Based	15 (15% of Total)
4.	Similar Successful Projects	Points Based	15 (15% of Total)
5.	References References may be called regarding the level of satisfaction with services rendered by the by the proposing firm, its technical ability, cost, education of and presentation to Governing bodies.	Points Based	10 (10% of Total)
6.	Project Team Location	Points Based	5 (5% of Total)

3.2. Interview Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Overall Impression of Key Team Members	Points Based	25 (25% of Total)
2.	Methodology Presented to Assure Success	Points Based	20 (20% of Total)
3.	Ability to Ensure Success within Time and Budget	Points Based	20 (20% of Total)
4.	Communications	Points Based	15 (15% of Total)
5.	Responses to Questions and Problem Solving	Points Based	20 (20% of Total)

4. EVALUATION DOCUMENTS

The services being sought under this RFP are considered to be professional in nature. Consequently, the evaluation of the responses will be based upon consideration of the demonstrated and capabilities of the Firm that will result in a short list of three firms which may be invited for interviews and presentations to the Evaluation Committee. Factors to be considered in the evaluation shall include, but are not limited to the following:

4.1. Qualifications and experience of the proposed project team.

- A. Experience of the firm on past projects
- B. Quality of references of the firm on past project commitment and project leadership
- C. Assigned team's experience with projects of similar size and scope of work.
- D. Assigned team's experience with effective budget control.
- E. Assigned team's experience with effective schedule control.

4.2. Management Plan

- A. Demonstrated ability to solve complex project issues
- B. Firm's cost management plan
- C. Firm's approach for managing changes within the stated cost and schedule limitations.
- D. Firm's schedule management plan
- E. Firm's quality assurance program and plan

4.3. General Ranking

The evaluation and ranking of all Competitive responses received shall be accomplished utilizing the criteria describe in this Section.

5. RESPONSE PACKAGE CRITERIA

5.1. TABLE OF CONTENTS

- A. Materials shall be arranged in the order indicated on the TABLE OF CONTENTS.
- B. Responses should be page numbered to indicate the location for each of the listed items.

5.2. RFP Forms

The RFP forms included in this solicitation and those required to be in your response can be used or a reasonable facsimile. Firms choosing to use a reasonable facsimile of required forms should maintain both the format and content of the provided forms.

5.3. Technical Response

All bid submission shall be made through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/zephyrhillsfl>. Firm's response must contain the following:

- A. Table of Contents
- B. Financial Responsibility. List main banking references
 - Has the firm ever failed to complete any work related to it or been removed from any project awarded to firm.
 - List the contact person, address, and phone numbers for the firm's bonding company/agent.
- C. Responses to the Evaluation Criteria
- D. Resumes
- E. Licenses/Certifications
- F. Online Addenda Acknowledgement

5.4. Cover Letter

At the option of the submitting firm, a cover letter, one page maximum, may be included to serve only as a transmittal document. The optional cover letter shall not include any information to be considered for evaluation by the Selection Committee.

6. RESPONSE SUBMITTAL

Responses shall contain the information requested below, in the order shown.

6.1. Qualifications and Experience of Proposed Project Team

1. Describe your firm's proposed organization in order to provide these services and their titles and who will manage the project.
2. Provide a resume for each personnel and percent of time to be committed to this Project.
3. Identify the individual who, from project start to finish, will be the leader of your team and the principal point of contact between your firm and the Owner.
4. Provide an organizational chart showing the lines of responsibility and accountability for your team.

6.2. Services and Timeline to be Provided

1. Provide a list of services your firm normally provides for these projects.
- 2 Describe the process to be keep within the timeline

6.3. Safety

Describe your inspection process and safety procedures for these projects.

6.4. Statement of why your firm should be selected

This sections provides each firm the opportunity to provide specific information that differentiates them from others in the competition.

6.5. Approach to Projects and Ability to Furnish Required Services

1. Indicate if services listed in the Scope of Work will be provided by applicant or by sub consultant/contractor. When services are to be provided by a sub consultant/contractor, include sub consultant/contractor's name and specify what services will be provided.
2. Relative to the scope of services for this project, describe the specific abilities of the firm. Describe how you plan for the services and how those plans are to be executed. Relevant project experiences including types and delivery methods relevant to the this projects.
3. Include any innovative approaches to providing the services to or implementing the project.
4. Briefly describe your Quality Assurance/Quality Control Program

6.6. Ability of Professional Personnel

1. Attach **resumes** only for key personnel of the Project Team, detailing past experiences as it relates to similar types of projects. Resumes should be tailored to reflect relevant experience in projects in scope and complexity to the ones listed for this RFQ.
2. Submit **organizational charts** delineating **key** personnel. Explain their roles in your project organization and how their pas experience enhances their roles for these miscellaneous projects.

6.7. Successful Experience with Similar Projects

List a maximum of ten (10) recent projects, during the past five (5) years, to indicate proficiency in similar work. Similar types projects and surveys which demonstrates the firm's capability to perform the project at hand. These projects should reflect both the firm's experience as well as the proposed project team's experience with similar projects. Projects listed should match as closely as possible to the scope of services list in the Scope of Work.

Each project must contain the following information:

- Project Title
- Project Location

- Project Description
- Project Start Date/Completion Date
- Owner's Name and Address
- Contact Person, Phone Number and Email Address
- Number of Surveys
- Fee
- Were the Contracted Services complete within budget? If not, why.
- Were the Contracted Services completed on time? If not, why.

6.8. Effect of Project Team on Project Responses

1. Define where elements of the work will be performed (city/state), whether performed by prime or sub consultant/contractor firms, and who in the firm's organizational chart will oversee performance of that work.

2. Specify the members of the project team and location for each. Where key personnel are not stationed locally, describe how they will be successfully integrated into the project team for timely coordination on project needs. The Project team location shall be in the greater Tampa Bay region, within eighty (80) mile radius of Zephyrhills.

7. ADDITIONAL CONDITIONS

The Owner reserves the right to reject any or all Responses received. The Owner is not obligated to request clarifications or additional information but may do so at its discretion. The Owner reserves the right to extend the deadline for submittals.

7.1. Confidentiality of Documents

Upon receipt of a response to the Owner, the response shall become the property of the Owner without compensation to the proponent, for disposition or usage by the Owner at its discretion.

7.2. Equal Employment Opportunity

During the performance of this Contract, the Firm/Vendor agrees as follows: The Firm/Vendor/Subcontractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin in any of its employment practices, or procurement practices with respect to the work force of the firm, or procurement services in connection with these projects.

7.3. Event of Tie

In the event of a tie, if one of the businesses involved in the tie is a minority or female owned, they shall be ranked above the other firm or firms involved in the tie.

7.4. Joint Venture

The Owner does not desire to enter into "joint-venture" agreements with multiple Construction Management Firms.

7.5. Evaluation Committee

The Evaluation Committee desires to review information on the firm's major

consultants/contractors. The firm is requested to name principal consultants/contractors and submit qualifications, including therein all of the information requested of the fir..

8. VENDOR REQUIREMENTS AND ACKNOWLEDGEMENTS

8.1. FEIN Number*

Enter FEIN Number

*Response required

8.2. Are you a Parent Company?*

Please verify whether you are a Parent Company

☐ Yes

☐ No

*Response required

When equals "Yes"

8.2.1. Parent Company Name*

Enter Parent Company Name

*Response required

When equals "Yes"

8.2.2. Former Parent Company Information, if any*

Enter Former Parent Company/Companies Names

*Response required

8.3. Firm Principal Information*

Enter Name/Title/Phone Number of two Principals in the firm.

*Response required

8.4. Present Office Locations and Number of Personnel*

Enter Present Office locations, City/State/Number of personnel for each

*Response required

8.5. Request for Proposal Confirmation*

PROJECT IDENTIFICATION NUMBER: 2024-009

PROJECT NAME: Lead and Copper Line Surveys

RFQ DEADLINE: Monday, February 3, 2025, 10:00 am

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for qualifications is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

☐ Please confirm

*Response required

8.6. Will you be using subcontractors/consultants?*

☐ Yes

☐ No

*Response required

When equals "Yes"

8.6.1. Subcontractors or Subconsultants for this project.*

Please download the below documents, complete, and upload.

- [FIRM DATA SHEET - SUB-CONSU...](#)

*Response required

8.7. Business References - Successful experience with similar projects*

Please download the below documents, complete, and upload.

- [References.docx](#)

*Response required

8.8. Drug Free Workplace*

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that the Firm does:

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas 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.
- E. 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.
- F. 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.

☐ Please confirm

*Response required

8.9. Public Entity Crimes*

Please download the below document(s), complete, and upload.

- [PUBLIC ENTITY CRIMES.docx](#)

*Response required

8.10. Non-Collusive Affidavit*

Please download the below document(s), complete, and upload.

- [NON-COLLUSIVE AFFIDAVIT.docx](#)

*Response required

8.11. Statement of E-Verify Requirements Compliance*

By confirming, I, the duly authorized representative/agent of the firm I am representing for this bid hereinafter referred to as Successful Respondent, by this Affidavit attest to the following:

The Successful Respondent acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Successful Respondent hereby affirms and agrees that Successful Respondent is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Successful Respondent shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. Successful Respondent shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The Successful Respondent shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Successful Respondent shall be liable to the City for any costs incurred by the City as a result of the breach.

IN ACCORDANCE WITH § 837.06, FLA. STAT., SUCCESSFUL RESPONDENT ACKNOWLEDGES THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OR HER OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN § 775.082 OR § 775.083, FLA. STAT.

☐ Please confirm

*Response required

8.12. Errors and Omissions*

Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?

☐ Yes

☐ No

*Response required

When equals "Yes"

8.12.1. Explanation of Errors or Omissions Found, if any*

Enter explanation of errors or omissions found or enter N/A

*Response required

8.13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions*

By clicking confirm, the prospective Vendor certifies:

- A. By submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- B. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

☐ Please confirm

*Response required

8.14. Disability Act*

The Contractor will comply with all the requirements imposed by the ADA (42 USC 12012. Et. Seq.) the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

☐ Please confirm

*Response required

8.15. Contractors/Firms shall permit State and Federal authorized representative(s) to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the Project. Notification to the City's Project Manager will be made by the Vendor if such requests and access is provided.*

☐ Please confirm

*Response required

8.16. Clean Air Act*

The Contractor will comply with all requirements imposed by the CLEAN AIR ACT, codified as 42 U.S.C. 7401 et seq and the Federal Water Pollution Control Act (Clean Water Act) 33 U.S.C.

1251-1387, the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

☐ Please confirm

*Response required

8.17. Copyright. *

No material prepared under this agreement shall be subject to copyright in the United States or any other country.

☐ Please confirm

*Response required

8.18. DBE Obligation*

The Contract agrees to ensure that DBE's as defined in 49 CFR Part 26, as amended, have the opportunity to participate in the performance of this contract.

☐ Please confirm

*Response required

8.19. The City, State and/or Federal agency shall not be obligated or liable hereunder to any party other than the agency in regards to this Project.*

☐ Please confirm

*Response required

8.20. Equal Employment Opportunity*

Take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin.

☐ Please confirm

*Response required

8.21. Members/Delegates/Congress/Legislature. Shall not permit a member or delegate to the Congress of the United States or the State of Florida Legislature, to any share or part of the Contract or any benefit arising therefrom.*

☐ Please confirm

*Response required

8.22. Telecommunications. The Contractor will comply with all requirements imposed by FAR 85 FR 53126 Defense Department for the use of covered telecommunications equipment or services, or any equipment, system or service that uses covered telecommunications equipment or services*

☐ Please confirm

*Response required

8.23. Civil Rights. The Contractor/Firm will comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. Seq), the Regulations of the Federal Department of Transportation*

☐ Please confirm

*Response required

8.24. Severability. If any provision of this agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.*

☐ Please confirm

*Response required

8.25. RFP Acceptance*

Please download the below document(s), complete, and upload.

- [ACCEPTANCE.docx](#)

*Response required

8.26. RFP Technical Response*

Upload your firm's response package.

*Response required

8.27. ADDENDA / QUESTIONS & RESPONSES*

By clicking on confirm you acknowledge you have downloaded all addendums published and read all questions and responses to this solicitation.

☐ Please confirm

*Response required

8.28. Redacted Bid containing any information deemed confidential?*

If your response contains any information deemed confidential, provide an additional redacted version of your response labeled "Redacted". An electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

☐ Yes

☐ No

*Response required

When equals "Yes"

8.28.1. Upload your redacted copy.*

*Response required

8.29. Point of Contact for Solicitation (Name / Email / Phone)*

*Response required

8.30. Authorized Signatory

8.30.1. Name and Title of Authorized Signatory*

Enter the Name and Title of the Authorized Signatory

*Response required

8.30.2. By clicking confirm, the authorized signatory is confirming that they are authorized to bind the entity to the contract.*

By clicking confirm the Authorized Signatory is certifying that this Response is made without prior understanding, agreement, connections with any corporation, firm or person submitting a Response for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills, the Responder offers and agrees that if the Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title and interest in and all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

☐ Please confirm

*Response required

9. COST PROPOSAL

LEAD & COPPER SURVEYS

It is understood, should the surveys come in less or more the total fee will be adjusted

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Lead & Copper Surveys	7,500	EA		
TOTAL					

NON-COLLUSIVE AFFIDAVIT

PROJECT NUMBER: 2024-009

State of Florida
County of Pinellas

Rick Hauf, being first duly sworn, deposes and says that he/she is

Director/Principal of HST Utility, Inc., the party making the fore-going submittal of qualifications or bid that such
submittal (partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Rick Hauf, Director/Principal
Officer

HST Utility, Inc. (Company Name)

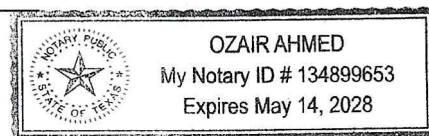
State of ~~Florida~~ ^{Texas}
County of Tarrant

The foregoing instrument was acknowledged before me this 28 day of January 2025 by
Fredrick Hauf (name and title of corporate officer)
of HST Utility (Name of Corporation),
a Florida (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced Driver license (identification type)
as identification.

[Signature] (Signature line for notary public)
OZAIR AHMED (Name of notary type, printed or stamped)
Manager (Title or rank)

My commission expires: 5-14-2028

Serial number, if any _____





Lead and Copper Line Surveys

 Purchasing

Project ID: 2024-009

Release Date: Sunday, December 29, 2024

Due Date: Monday, February 3, 2025 10:00am

 Posted  Sunday, December 29, 2024 6:00am

 Bid Unsealed Monday, February 3, 2025 10:00am by OpenGov Bot

 Pricing Unsealed Monday, February 3, 2025 10:00am by OpenGov Bot

All dates & times in Eastern Time

Edit   Preview

[< Back to Response](#)

[Go to Vendor Profile »](#)

HST Utility, Inc.



COMPANY INFORMATION

Legal Vendor Name

HST Utility, Inc.

Doing Business As (DBA) Name

HST Utility

Company Phone Number

(817) 637-1186

Company Address

7901 4TH ST N STE 300
Saint Petersburg, FL 33702

Company Website

www.hstutility.com

Contacts

Frederick Hauf

rhauf@hstutility.com 

Matt Sadowski

msadowski@hstutility.com 

Languages

None specified

Company Description

Professional Water and Electric Meter Installation Company. That is also provides Lead and Copper Inventory reporting required by the EPA.

Business Type

S Corporation

State of Incorporation

FL

Employer Identification Number (EIN)

923329318

Unique Entity Identifier (UEI)

WU8BGNG8TPL7

Dun & Bradstreet Number (DUNS)

126506384

LISTS ⓘ

CERTIFICATIONS

VERIFIED CERTIFICATIONS

None specified

SELF REPORTED CERTIFICATIONS

None specified

CATEGORY CODES

NIGP Codes

None

NAICS Codes

None

UNSPSC Codes

None

DOCUMENTS

W-9 Form

None

Certificate of Insurance

None

Other Documents

None

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

PROJECT NUMBER: 2024-009

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)
- by Rick Hauf, Director/Principal
(print individual's name and title)
- for HST Utility, Inc.
(print name of entity submitting sworn statement)

whose business address is

7901 4th st n ste 300

St. Petersburg, FL 33702-4399

and (if applicable) its Federal Employer Identification Number (FEIN) is 92-3329318

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: Frederick Hauf.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the

legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Rick Haug
(Signature)

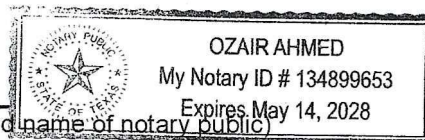
Sworn to and subscribed before me this 28 day of January, 2025

Personally known _____

Or Produced identification Driver License
Notary Public – State of Texas

5-14-2028
My commission expires (Type of Identification)

(Printed, Typed or stamped commissioned name of notary public)



Project Name	Contact	Title	Address	Phone	Email	Scope of Work	Number
TOWN OF ORANGE PARK	Kyle Croce	Public Works Director	700 Ash Street	904 264 7411	kcroce@townop.com	Data Review, LSLI field work, FDEP workbook submission.	3071 Surveyed
The City of Live Oak	Jerald Lee	Public Works Director	701 Lime Ave	386-362-2276 ext.102	jlee@cityofliveoak.org	Data Review, LSLI field work, FDEP workbook submission.	2858 Surveyed
HIALEAH GARDENS	Kristopher Perez	Department Director	13601 NW 107th Avenue	305 822 3017	kperez@cityofhialeahgardens.com	Data Review, LSLI field work, FDEP workbook submission.	6379 Surveyed
CITY OF SPRINGFIELD	Miles Grice	Public Works Director	408 School Avenue	850-872-7570 ext 116	mgrice@springfield.fl.gov	Data Review, LSLI field work, FDEP workbook submission.	4343 Surveyed
CRESCENT CITY WTP	Jason Brammeier	WaterPlant	3 N. SUMMIT ST.	386.559.2033	publicworks@crescentcity-fl.com	Data Review, LSLI field work, FDEP workbook submission.	1080 Surveyed
CITY OF PERRY	Andrew Peters	Water Department Superintendent	713 FAULKNER ST	850-843-7489	apeters@cityofperry.net	Data Review, LSLI field work, FDEP workbook submission.	3182 Surveyed
Minneola Water Department (1 of 2 WPS)	Walter Foss	Wastewater Operator	800 N Highway 27th	352 394 3598	wfoss@minneola.us	Data Review, LSLI field work, FDEP workbook submission.	6266 Surveyed
City of Bowling Green WTP	Charlette Ganas	Assistant Town Manager	104 Main Steet	863.375.2255	asstmanager@bowlinggreenflorida.org	Data Review, LSLI field work, FDEP workbook submission.	1675 Surveyed
City of Green Cove Springs	Jesse Ryan	Utility Plant Operator III	321 Walnut Street	904.297.7056	jesse.ryan@greencovesprings.com	Data Review, LSLI field work, FDEP workbook submission.	3440 Surveyed
CITY OF PERRY	Andrew Peters	Water Department Superintendent	713 FAULKNER ST	850-843-7489	apeters@cityofperry.net	Data Review, LSLI field work, FDEP workbook submission.	3182 Surveyed

Information is deemed confidential

Dollar Amount	Start Date	Date	
\$122,300.00	11/18/2024	12/31/2024	
\$110,000.00	12/9/2024	12/23/2024	
\$175,000.00	9/23/2024	10/22/2024	
\$150,000.00	11/4/2024	11/18/2024	
\$ 58,712.00	10/25/2024	11/5/2024	
\$170,400.00	9/19/2024	10/29/2024	
\$ 75,000.00	9/2/2024	9/26/2024	
\$ 66,127.00	9/3/2024	9/24/2024	
\$126,296.00	6/10/2024	7/12/2024	
\$170,400.00	9/19/2024	10/29/2024	



Lead and Copper Line Surveys

 Purchasing

Project ID: 2024-009

Release Date: Sunday, December 29, 2024

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All dates & times in Eastern Time

Edit   Preview

[< Back to Responses](#)

HST Utility, Inc. Response

Pricing unsealed at Feb 3, 2025 10:00 AM

CONTACT INFORMATION

Company	HST Utility, Inc.
Email	msadowski@hstutility.com
Contact	Matt Sadowski
Address	7901 4TH ST N STE 300 Saint Petersburg, FL 33702
Phone	(754) 283-2147
Website	www.hstutility.com
Submission Date	Jan 28, 2025 7:09 PM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. FEIN Number*	☒ Pass ☐ Fail
Enter FEIN Number	
923329318	

2. Are you a Parent Company?*☒ Pass ☐ Fail

Please verify whether you are a Parent Company

Yes

2.1. Parent Company Name*☒ Pass ☐ Fail

Enter Parent Company Name

HST Utility, Inc.

2.2. Former Parent Company Information, if any*☒ Pass ☐ Fail

Enter Former Parent Company/Companies Names

N/A

3. Firm Principal Information*☒ Pass ☐ Fail

Enter Name/Title/Phone Number of two Principals in the firm.

Keith Tamminga/Director/Principal/859.338.7979

Rick Hauf/Director/Principal/817.637.1186

Bob Shelton/Director/Principal/270.316.3057

4. Present Office Locations and Number of Personnel*☒ Pass ☐ Fail

Enter Present Office locations, City/State/Number of personnel for each

Saint Petersburg, FL - 16 people

5. Request for Proposal Confirmation*☒ Pass ☐ Fail**PROJECT IDENTIFICATION NUMBER: 2024-009****PROJECT NAME: Lead and Copper Line Surveys****RFQ DEADLINE: Monday, February 3, 2025, 10:00 am**

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for qualifications is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

☒ Confirmed**6. Will you be using subcontractors/consultants?***☒ Pass ☐ Fail

No

7. Business References - Successful experience with similar projects*☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [References.docx](#) [References_LSLI.pdf](#)**8. Drug Free Workplace***☒ Pass ☐ Fail

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that the Firm does:

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas 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.
- E. 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.
- F. 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.

☒ Confirmed**9. Public Entity Crimes***☒ Pass ☐ Fail

Please download the below document(s), complete, and upload.

 [PUBLIC ENTITY CRIMES.docx](#)

 [Public_Entity_Crimes-Sgn.pdf](#)

10. Non-Collusive Affidavit*

☒ Pass ☐ Fail

Please download the below document(s), complete, and upload.

 [NON-COLLUSIVE AFFIDAVIT.docx](#)

 [Non-Collusive_Affidavit-Sgn.pdf](#)

11. Statement of E-Verify Requirements Compliance*

☒ Pass ☐ Fail

By confirming, I, the duly authorized representative/agent of the firm I am representing for this bid hereinafter referred to as Successful Respondent, by this Affidavit attest to the following:

The Successful Respondent acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Successful Respondent hereby affirms and agrees that Successful Respondent is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Successful Respondent shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. Successful Respondent shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The Successful Respondent shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Successful Respondent shall be liable to the City for any costs incurred by the City as a result of the breach.

IN ACCORDANCE WITH § 837.06, FLA. STAT., SUCCESSFUL RESPONDENT ACKNOWLEDGES THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OR HER OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN § 775.082 OR § 775.083, FLA. STAT.

☒ Confirmed

12. Errors and Omissions*

☒ Pass ☐ Fail

Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?

No

13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions*

☒ Pass ☐ Fail

By clicking confirm, the prospective Vendor certifies:

- A. By submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- B. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

☒ Confirmed

14. Disability Act*

☒ Pass ☐ Fail

The Contractor will comply with all the requirements imposed by the ADA (42 USC 12012. Et. Seq.) the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

☒ Confirmed

15. Contractors/Firms shall permit State and Federal authorized representative(s) to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the Project. Notification to the City's Project Manager will be made by the Vendor if such requests and access is provided.*

☒ Confirmed

☒ Pass ☐ Fail

16. Clean Air Act*

☒ Pass ☐ Fail

The Contractor will comply with all requirements imposed by the CLEAN AIR ACT, codified as 42 U.S.C. 7401 et seq and the Federal Water Pollution Control Act (Clean Water Act) 33 U.S.C. 1251-1387, the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

☒ Confirmed

17. Copyright. *

☒ Pass ☐ Fail

No material prepared under this agreement shall be subject to copyright in the United States or any other country.

☒ Confirmed

18. DBE Obligation*

☒ Pass ☐ Fail

The Contract agrees to ensure that DBE's as defined in 49 CFR Part 26, as amended, have the opportunity to participate in the performance of this contract.

☒ Confirmed

19. The City, State and/or Federal agency shall not be obligated or liable hereunder to any party other than the agency in regards to this Project.*

☒ Confirmed ☒ Pass ☐ Fail

20. Equal Employment Opportunity*

☒ Pass ☐ Fail

Take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin.

☒ Confirmed

21. Members/Delegates/Congress/Legislature. Shall not permit a member or delegate to the Congress of the United States or the State of Florida Legislature, to any share or part of the Contract or any benefit arising therefrom.*

☒ Confirmed ☒ Pass ☐ Fail

22. Telecommunications. The Contractor will comply with all requirements imposed by FAR 85 FR 53126 Defense Department for the use of covered telecommunications equipment or services, or any equipment, system or service that uses covered telecommunications equipment or services*

☒ Confirmed ☒ Pass ☐ Fail

23. Civil Rights. The Contractor/Firm will comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. Seq), the Regulations of the Federal Department of Transportation*

☒ Confirmed ☒ Pass ☐ Fail

24. Severability. If any provision of this agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.*

☒ Confirmed ☒ Pass ☐ Fail

25. RFP Acceptance*

☒ Pass ☐ Fail

Please download the below document(s), complete, and upload.

 [ACCEPTANCE.docx](#)

 [RFP_Acceptance-Sgn.pdf](#)

26. RFP Technical Response*

☒ Pass ☐ Fail

Upload your firm's response package.

 [Underground_Utility_&_Excavation_License.pdf](#)

 [Zephyrhills_Lead_Survey_Final_Submittal.pdf](#)

27. ADDENDA / QUESTIONS & RESPONSES*

☒ Pass ☐ Fail

By clicking on confirm you acknowledge you have downloaded all addendums published and read all questions and responses to this solicitation.

☒ Confirmed

28. Redacted Bid containing any information deemed confidential?*

☒ Pass ☐ Fail

If your response contains any information deemed confidential, provide an additional redacted version of your response labeled "Redacted". An electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

No

29. Point of Contact for Solicitation (Name / Email / Phone)*

☒ Pass ☐ Fail

Rick Hauf/rhauf@hstutility.com/817.637.1186

30. Authorized Signatory

30.1. Name and Title of Authorized Signatory*

☒ Pass ☐ Fail

Enter the Name and Title of the Authorized Signatory

Rick Hauf, Director/Principal

30.2. By clicking confirm, the authorized signatory is confirming that they are authorized to bind the entity to the contract.*

☒ Pass ☐ Fail

By clicking confirm the Authorized Signatory is certifying that this Response is made without prior understanding, agreement, connections with any corporation, firm or person submitting a Response for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills, the Responder offers and agrees that if the Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title and interest in and all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City renders final payment to the Company.

☒ Confirmed

PRICE TABLES

Lead & Copper Surveys

It is understood, should the surveys come in less or more the total fee will be adjusted

Line Item	Description	Quantity	Unit of Measure	Columns
1	Lead & Copper Surveys	7500	EA	
Total				

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in
RFP No: 2024-009

Project Description: Lead and Copper Line Surveys

Rick Hauf
Authorized Signature

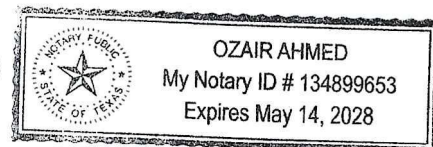
1/28/2025
Date

Rick Hauf
Printed Name

HST Utility, Inc.
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
28 day of January A.D. 2024

[Signature] (Seal)
By: OZAIR AHMED



Title: Manager

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SHELTON, ROBERT EDGAR

HST UTILITY INC
6105 STANFORD COURT
OWENSBORO KY 42303

LICENSE NUMBER: CUC1226169

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Request for Bid
City of Zephyrhills, Florida -



Tuesday, January 28, 2025

HST Utility Service Inc.

Rick Hauf
Director
HST Utility Service Inc.
13703 Messina Loop Suite 202
Bradenton, FL 34211
Telephone: 800.899.4858
Email: Sales@hstutility.com
www.hstutility.com

Contents

Introduction	3
Qualifications and Experience of Proposed Project Team	4
Resumes	5
Organizational Chart of HST Utility	7
Services and Timeline to be Provided.....	7
Safety	8
Statement of why your firm should be selected.....	9
Approach to Projects and Ability to Furnish Required Services	9
References – Successful Experience with similar projects	10
Insurance	13
Pricing	14
License.....	15
Subcontracting	16
Conclusion	16

Introduction

Tuesday, January 28, 2025

City Council
City of Zephyrhills
5335 8th Street, Zephyrhills, FL 33542



Dear City Council:

We are pleased to submit our proposal in response to the City of Zephyrhills' Request for Proposals (RFP) for conducting a lead line survey within your water distribution system. At HST Utility Inc, we are committed to ensuring public health and compliance with environmental regulations, and we believe our experience and capabilities make us an ideal partner for this important project.

We anticipate that the lead and copper line survey can be completed within 120 days, depending on the specific needs of the City. A detailed budget will be included in our full proposal, outlining all anticipated costs associated with the project.

We appreciate the opportunity to propose our services for this vital project. At HST Utility Inc., we are dedicated to ensuring the safety and well-being of communities through thorough assessments and compliance with environmental standards. We look forward to the possibility of working with the City of Zephyrhills to enhance the safety of its water distribution system.

Thank you for considering our proposal. Please feel free to contact me directly at 817.637.1186 or rhauf@hstutility.com if you have any questions or require further information.

Sincerely,

Rick Hauf

Rick Hauf
Director / Principle
HST Utility Service Inc.
13703 Messina Loop Suite 202
Bradenton, FL 34211
Mobile: 817.637.1186
Telephone: 800.899.4858
Email: rhauf@hstutility.com
www.hstutility.com

Qualifications and Experience of Proposed Project Team

HST Utility was formed out of a market need. We felt there was a better way to do business and to create long-lasting relationships. Most of our competitors you would not re-hire again or might not even be in business when you need them. Why do we state this, it's simple. We pride ourselves on customer service. With over 30 years of experience, we can make a difference.

Rick Hauf, Director/Principal of HST Utility will be the overall leader of this project. Rick has been able to gain exceptional insight into the process and qualifications that the FDEP is requiring under the EPA Lead and Copper Rule Revisions (LCRR). Rick has been a lead contributor to helping communities through the FDEP and/or Florida Rural Water Association. He has understood the burden this has brought to the communities and has been able to break down the complexity of information that helps both public and private communities complete their requirements. Through this process he has become one of the most sought out lead experts, and consultants for Utilities getting their projects completed.



Keith Tamminga, Director/Principal of Operations, brings large business knowledge to HST Utility. His commitment to Quality and Safety through detail allows communication and execution to remain steadfast throughout the project. Ben Mashni, Regional Operations Manager, brings over 10 years on-job experience in the field. Ben continues his commitment to staying ahead of training and safety within the water industry. Leading his teams through example, and guidance helps maintain projects commitment to timelines. With Ben's experience troubleshooting issues through past projects, and his commitment to communicating as issues arise is another layer of our commitment to providing the best possible experience to our customers. Last, Ben's is our superuser, and in overall control of our Work Order Management System (WOMS) called H2O.

Attached are all resumes from members discussed above. The percentage of time is as follows. Rick Hauf – 10%, Keith Tamminga – 10%, Ben Mashni – 100%, On-site Project Manager – 100%.

Ben Mashni, from project start to finish, will be the leader of our team and the principal point of contact between HST Utility and City of Zephyrhills.



PROFESSIONAL SUMMARY

Results-driven management director with 25 years of experience & a proven track record.

PROFESSIONAL EXPERIENCE

- Planned and executed AMI projects, collaborating with cross-functional teams to ensure timely completion and budget adherence.
- Developed and executed strategic plans to optimize project efficiency and safety.
- Successfully implemented and completed large, high-profile residential and commercial projects.
- Possess extensive experience with leading industry manufacturers, including Neptune, Badger, Sensus, Diehl, Aclara, Itron, Zenner, Metron, Honeywell, and more.

CONTACT

PHONE:
(817) 637-1186

WEBSITE:
www.hstutility.com

EMAIL:
rhauf@hstutility.com

Rick Hauf

Director / Principal

PROJECT EXPERIENCE

Over 30 LSLI projects successfully completed with Florida Rural Water Association

Over 50 LSLI projects successfully completed in 2024

Successful mass meter deployment projects

BBWA, FL (1500 5/8"-2" Full setting rebuild Kamstrup Meters)

Port St. Lucie West (5000 5/8"-2" Kamstrup Meters)

High Springs, FL (2900 5/8"-2" Neptune Meters & Aclara Endpoints)

Trenton, FL (600 5/8"-1" Diehl Meters & Aclara Endpoints)

Westmoreland, TN (1800 5/8"-1" Diehl Meters & Aclara Endpoints)

Toledo, OH (1500 3"-10" Indoor & Outdoor Sensus Meters & Endpoints)

Flint, MI (30,000 Indoor Badger Meters & Endpoints)

Pontiac, MI (15,000 5/8"-1" Indoor Neptune Meters & Aclara Endpoints)

Westland, MI (30,000 5/8"-2" Sensus Meters & Endpoints)

Coleridge, NE (1,000 5/8"-2" Neptune Meters & Endpoints)

West Fargo, ND (8000 5/8"-1" Indoor Sensus Meters & Endpoints)

Richmond, MO (2900 5/8"-6" Neptune Meters & Aclara Endpoints)

Elkhart, IN (2000 5/8"-2" Indoor Neptune Meters & Endpoints)

Henrico, VA (5,000 5/8"-2" Neptune Meters & Itron Endpoints)

Howard County, MD (10,000 5/8"-1" Indoor Sensus Meters & Itron Endpoints)

Adrian, MI (5000 5/8"-6" Indoor & Outdoor Sensus Meters & Endpoints)



PROFESSIONAL SUMMARY

Results-driven management director with 25 years of experience & a proven track record.

PROFESSIONAL EXPERIENCE

- Planning & execution of AMI projects, collaborating with cross-functional teams to ensure timely completion while staying within budget.
- Develop & execute strategic plans to optimize project efficiency & safety.
- Successful implementation & completion of large, high-profile residential & commercial projects.
- Extensive experience with leading industry manufacturers including Neptune, Badger, Sensus, Diehl, Aclara, Itron, Zenner, Metron, Honeywell & more.

CONTACT

PHONE:
(941) 718-3704

WEBSITE:
www.hstutility.com

EMAIL:
bmashni@hstutility.com

BENJAMIN MASHNI

REGIONAL DIRECTOR OF OPERATIONS

PROJECT EXPERIENCE (PREVIOUS 7 YEARS)

High Springs, FL (2900 5/8"-2" Neptune Meters & Aclara Endpoints)

Trenton, FL (600 5/8"-1" Diehl Meters & Aclara Endpoints)

Westmoreland, TN (1800 5/8"-1" Diehl Meters & Aclara Endpoints)

Toledo, OH (1500 3"-10" Indoor & Outdoor Sensus Meters & Endpoints)

Flint, MI (30,000 Indoor Badger Meters & Endpoints)

Pontiac, MI (15,000 5/8"-1" Indoor Neptune Meters & Aclara Endpoints)

Westland, MI (30,000 5/8"-2" Sensus Meters & Endpoints)

Coleridge, NE (1,000 5/8"-2" Neptune Meters & Endpoints)

West Fargo, ND (8000 5/8"-1" Indoor Sensus Meters & Endpoints)

Richmond, MO (2900 5/8"-6" Neptune Meters & Aclara Endpoints)

Elkhart, IN (2000 5/8"-2" Indoor Neptune Meters & Endpoints)

Mayville & Spaulding, MI (1000 5/8"-1" Zenner Meters & Endpoints)

Henrico, VA (5,000 5/8"-2" Neptune Meters & Itron Endpoints)

Howard County, MD (10,000 5/8"-1" Indoor Sensus Meters & Itron Endpoints)

Adrian, MI (5000 5/8"-6" Indoor & Outdoor Sensus Meters & Endpoints)

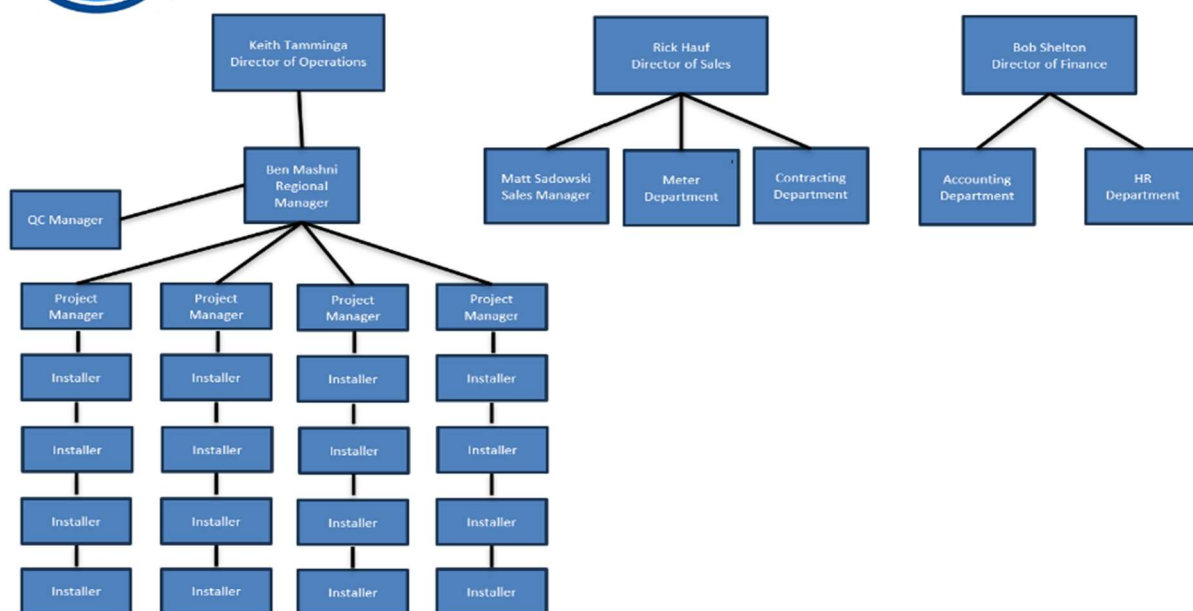
Askov, MN (1000 5/8"-1" Sensus Meters & Endpoints)

Greenville, VA (1000 5/8"-1" Sensus Meters & Endpoints)

Organizational Chart of HST Utility



HST Utility Organization Chart



Services and Timeline to be Provided

We understand that the primary goal of this project is to identify and assess lead service lines within the City of Zephyrhills, thereby supporting compliance with federal and state regulations. Our comprehensive approach includes the following key components:

- **Site Assessment:** We will begin with a preliminary assessment to identify potential areas of concern based on existing data and historical records.
- **Data Collection:** Our team will perform thorough physical inspections of the water distribution system and review relevant records to gather comprehensive data on lead service lines.
- **Mapping and Documentation:** Utilizing advanced GIS technology, we will document our findings in a GIS-compatible format, ensuring accurate mapping of all identified lead lines. Each site will be photographed to provide visual documentation.

- Reporting: A detailed report will be compiled, including findings that meet the requirements of the Florida Department of Environmental Protection, ensuring clear communication of our results and recommendations.
- Final: HST Utility will create the final FDEP workbook for submission.

We are not built like the others. Most installation companies come into town, cherry pick the easy stuff and leave you with the mess at the end. We don't.

Taking an over communicative approach, from pre-construction, weekly meetings, actionable items, seasoned team members and most of all a dedication to customer service we will not just walk you through the process, but we will lead you through the entire process.

Safety

First, our managers are OSHA 30 certified. We require yearly testing for all operational employees provided by professional 3rd party safety program providers. As recently as this year (2025) we invested in the following additional training for all managers and operational employees. OSHA 30, First Aid & CPR, Managing Info Overload, MGR Basics, Job Hazard Analysis, Interpersonal Communication, Harassment Prevention, PPE, Heat & Cold, Drug & Alcohol & confined spaces.

Second, our process is fairly simple for Lead and Copper surveys. Through the identification meter locations, our crews will access the area around the water meter box to identify any hazards that could cause them or anyone in the area harm. If harm is identified, the onsite manager will be notified for additional assessment. If no harm is detected, the operator will remove the meter box lid. He will use a tool to test both the pipe leading into the meter (city side), and the pipe from the meter (resident side). Recording in our H2O WOMS along with the GPS coordinates, and 2 photos as requested.

Statement of why your firm should be selected

Our style is simple. Identify the situation, problem solving to create the solution and execute at a high level. Sounds easy. With over 30 years of experience in the water, gas, and electric world we have learned a few things. We understand:

- Supply Chain has not recovered.
- Data can be trouble.
- Every system is different.
- Every utility runs things their own way.
- There will be challenges.



We say this upfront because we know the struggle is real. How do we tip the balance back in our favor? Great question.

It starts with you knowing what we are capable of:

1. Surveys and Lead Pipe Identification.
2. We install water and electric meters of all sizes and types.
3. We can install whatever type of system you require, AMR (Drive by), Fixed Network, AMI (Advanced Meter Infrastructure).
4. All Commercial applications from large meters to vault work.
5. Our Work Order Management system is robust but simple. (You can even choose to use it after we have left for a fee)
6. Our managers and employees are OSHA 30, First Aid & CPR, Managing Info Overload, MGR Basics, Job Hazard Analysis, Interpersonal Communication, Harassment Prevention, PPE, Heat & Cold, Drug & Alcohol & confined spaces.
7. We can offer certified payroll.
8. On-site Test, Repair and Recalibration of industrial and commercial water meters
9. Mobile testing units can field test up to 36-inch source services.
10. Long term maintenance contracts

**HARD WORK
& DEDICATION**

HST is dedicated to being your one stop shop for all your needs. It makes us unique in this space and we are dedicated to your project being successful.

Approach to Projects and Ability to Furnish Required Services

All services listed in the Scope of Work will be provided by employees of HST Utility, Inc. That includes organizing the information provided by the City of Zephyrhills, loading into our WOMS, providing all service of inspection, recording information into WOMS, and providing the final FDEP workbook along with photos and GPS coordinates. As stated above, we have been able to provide LCRR service to over 50 public and private communities in the state of Florida. Again, that includes the organization at the start, and all the paperwork needed for final submission to the Florida Department of Environmental Protection. In regard to LCRR services, rarely will you see the additional services of front end organization, and completion of the FDEP workbook that is required. These services is what separates HST Utility from other providers. As we start the process of actual Lead and Copper inspections, they are all inputted into our WOMS (H2O). Every work order is reviewed prior to the next day by the supervisor in charge. Also, random inspections will be provided to physical locations for restoration of locations. We leave water meter locations in same condition we receive them.

References – Successful Experience with similar projects

1. Project Title – Lead Line Surveys - Orange Park

- Project Location – Town of Orange Park
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 11/2024-12/2024
- Owner's Name and Address – Town of Orange Park, FL
- Contact Person, Phone Number and Email Address
 - Kyle Croce, 904.264.7411, kcroce@townop.com
- Number of Surveys - 3071
- Fee - \$ 122,300
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

2. Project Title – Lead Line Surveys

- Project Location – The City of Live Oak, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 12/2024-12/2024
- Owner's Name and Address – City of Live Oak, FL
- Contact Person, Phone Number and Email Address
 - Jerald Lee, 386.362.2276 ext.102, jlee@cityofliveoak.org
- Number of Surveys - 2858
- Fee - \$ 110,000
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

3. Project Title – Lead Line Surveys – Hialeah Gardens

- Project Location – City of Hialeah Gardens, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.

- Project Start Date/Completion Date – 09/2024-10/2024
- Owner's Name and Address – City of Hialeah Gardens, FL
- Contact Person, Phone Number and Email Address
 - Kris Perez, 305.822.3017, kperez@cityofhialeahgardens.com
- Number of Surveys - 6379
- Fee - \$ 175,000
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

4. Project Title – Lead Line Surveys – Springfield

- Project Location – City of Springfield, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 11/2024-11/2024
- Owner's Name and Address – City of Springfield, FL
- Contact Person, Phone Number and Email Address
 - Miles Grice, 850.872.7570 ext 116, mgrice@springfield.fl.gov
- Number of Surveys - 4343
- Fee - \$ 150,000
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

5. Project Title – Lead Line Surveys – Crescent City WTP

- Project Location – Crescent City, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 10/2024-11/2024
- Owner's Name and Address – Crescent City, FL
- Contact Person, Phone Number and Email Address
 - Jason Brammeier, 386.559.2033, publicworks@crescentcity-fl.com
- Number of Surveys - 1080
- Fee - \$ 58,712
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

6. Project Title – Lead Line Surveys – City of Perry, FL

- Project Location – City of Perry, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 09/2024-10/2024
- Owner's Name and Address – City of Perry, FL
- Contact Person, Phone Number and Email Address
 - Andrew Peters, 850.843.7489, apeters@cityofperry.net
- Number of Surveys - 3182
- Fee - \$ 170,400
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

7. Project Title – Lead Line Surveys – Minneola Water Department (1 of 2 WPS)

- Project Location – City of Minneola, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 09/2024-9/2024
- Owner's Name and Address – City of Minneola, FL
- Contact Person, Phone Number and Email Address
 - Walter Foss, 352.394.3598, wfoss@minneola.us
- Number of Surveys - 6266
- Fee - \$ 75,000
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

8. Project Title – Lead Line Surveys – City of Bowling Green WTP

- Project Location – City of Bowling Green, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 09/2024-9/2024
- Owner's Name and Address – City of Bowling Green, FL
- Contact Person, Phone Number and Email Address
 - Charlette Ganas, 863.375.2255, asstmanager@bowlinggreenflorida.org
- Number of Surveys - 1675
- Fee - \$ 66,127
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

9. Project Title – Lead Line Surveys – City of Green Cove Springs

- Project Location – City of Green Cove Springs, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 06/2024-7/2024
- Owner's Name and Address – City of Green Cove Springs, FL
- Contact Person, Phone Number and Email Address
 - Jesse Ryan, 904.297.7056, jesse.ryan@greencovesprings.com
- Number of Surveys - 3440
- Fee - \$ 126,296
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.



Insurance

Client#: 2304649		64HSTUTI																																														
ACORD™		CERTIFICATE OF LIABILITY INSURANCE																																														
		DATE (MM/DD/YYYY) 9/19/2024																																														
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 McGriff Insurance Services LLC 2600 Eastpoint Parkway Louisville, KY 40223 502 489-5900		CONTACT NAME: Melony Helton PHONE (A/C, No, Ext): FAX (A/C, No): 8668812184 E-MAIL ADDRESS: Certificate@McGriff.com																																														
INSURED HST Utility Inc. 13703 Messina Loop Unit 202 Bradenton, FL 34211-2133		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Specialty Underwriters InsCo</td> <td>13037</td> </tr> <tr> <td>INSURER B : Technology Insurance Company</td> <td>42376</td> </tr> <tr> <td>INSURER C : Auto Owners Insurance</td> <td>18988</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Specialty Underwriters InsCo	13037	INSURER B : Technology Insurance Company	42376	INSURER C : Auto Owners Insurance	18988	INSURER D :		INSURER E :		INSURER F :																																
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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.																																																
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CERTIFICATE HOLDER HST Utility Inc. 13703 Messina Loop Unit 202 Bradenton, FL 34211		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 																																														

ACORD 25 (2016/03) 1 of 1
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CTHA

Pricing

1/27/2025
Quote # 01272025RH

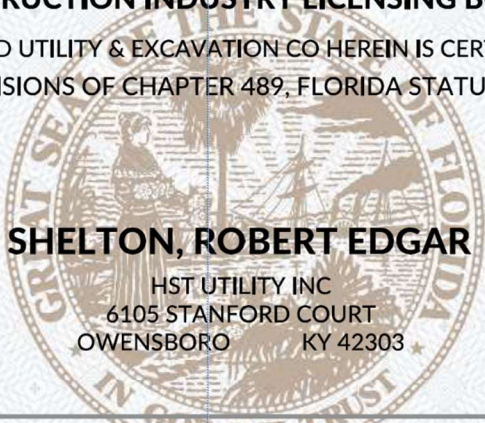
HST Utility Inc
PO Box 613
Owensboro, KY 42302



Pricing For Zephyrhills FL
NAME
Address

Item	Category	Description	Qty	Unit Price	Extended Price	Notes
Replacement Water Meters & MTU's						
Water Replacement						
Survey			7500	\$44.00	\$330,000.00	
Grand Total All Meter Costs					\$330,000.00	

License

	Ron DeSantis, Governor	Melanie S. Griffin, Secretary	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD			
THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES			
 SHELTON, ROBERT EDGAR HST UTILITY INC 6105 STANFORD COURT OWENSBORO KY 42303			
LICENSE NUMBER: CUC1226169			
EXPIRATION DATE: AUGUST 31, 2026			
Always verify licenses online at MyFloridaLicense.com			
ISSUED: 07/22/2024			
Do not alter this document in any form.			
This is your license. It is unlawful for anyone other than the licensee to use this document.			



Subcontracting

HST Utility will not be using subcontractors on this Project. The work to be performed will be completed entirely by our employees. We require our employees to undergo testing and education programs specific to the electronic solution to be installed. All of our employees hold OSHA 30 and Confined Space Certification, and some require a State certification by Weights and Measures. The work to be done requires technical skills to install, which we provide for each employee.

Conclusion

We wanted to thank you for the opportunity to earn your business. We don't not take this opportunity lightly and we appreciate the consideration. If you have any questions or concerns, please do not hesitate to drop us a note or give us a call.

Warm Regards,

Rick Hauf

Director / Principle
HST Utility Service Inc.
13703 Messina Loop Suite 202
Bradenton, FL 34211
Mobile: 817.637.1186
Telephone: 800.899.4858
Email: Sales@hstutility.com
www.hstutility.com

EXHIBIT

B

Request for Bid
City of Zephyrhills, Florida -



Tuesday, January 28, 2025

HST Utility Service Inc.

Rick Hauf

Director

HST Utility Service Inc.

13703 Messina Loop Suite 202

Bradenton, FL 34211

Telephone: 800.899.4858

Email: Sales@hstutility.com

www.hstutility.com

Contents

Introduction	3
Qualifications and Experience of Proposed Project Team	4
Resumes	5
Organizational Chart of HST Utility	7
Services and Timeline to be Provided.....	7
Safety	8
Statement of why your firm should be selected.....	9
Approach to Projects and Ability to Furnish Required Services	9
References – Successful Experience with similar projects	10
Insurance	13
Pricing	14
License.....	15
Subcontracting	16
Conclusion	16

Introduction

Tuesday, January 28, 2025

City Council
City of Zephyrhills
5335 8th Street, Zephyrhills, FL 33542



Dear City Council:

We are pleased to submit our proposal in response to the City of Zephyrhills' Request for Proposals (RFP) for conducting a lead line survey within your water distribution system. At HST Utility Inc, we are committed to ensuring public health and compliance with environmental regulations, and we believe our experience and capabilities make us an ideal partner for this important project.

We anticipate that the lead and copper line survey can be completed within 120 days, depending on the specific needs of the City. A detailed budget will be included in our full proposal, outlining all anticipated costs associated with the project.

We appreciate the opportunity to propose our services for this vital project. At HST Utility Inc., we are dedicated to ensuring the safety and well-being of communities through thorough assessments and compliance with environmental standards. We look forward to the possibility of working with the City of Zephyrhills to enhance the safety of its water distribution system.

Thank you for considering our proposal. Please feel free to contact me directly at 817.637.1186 or rhauf@hstutility.com if you have any questions or require further information.

Sincerely,

Rick Hauf

Rick Hauf
Director / Principle
HST Utility Service Inc.
13703 Messina Loop Suite 202
Bradenton, FL 34211
Mobile: 817.637.1186
Telephone: 800.899.4858
Email: rhauf@hstutility.com
www.hstutility.com

Qualifications and Experience of Proposed Project Team

HST Utility was formed out of a market need. We felt there was a better way to do business and to create long-lasting relationships. Most of our competitors you would not re-hire again or might not even be in business when you need them. Why do we state this, it's simple. We pride ourselves on customer service. With over 30 years of experience, we can make a difference.

Rick Hauf, Director/Principal of HST Utility will be the overall leader of this project. Rick has been able to gain exceptional insight into the process and qualifications that the FDEP is requiring under the EPA Lead and Copper Rule Revisions (LCRR). Rick has been a lead contributor to helping communities through the FDEP and/or Florida Rural Water Association. He has understood the burden this has brought to the communities and has been able to break down the complexity of information that helps both public and private communities complete their requirements. Through this process he has become one of the most sought out lead experts, and consultants for Utilities getting their projects completed.



Keith Tamminga, Director/Principal of Operations, brings large business knowledge to HST Utility. His commitment to Quality and Safety through detail allows communication and execution to remain steadfast throughout the project. Ben Mashni, Regional Operations Manager, brings over 10 years on-job experience in the field. Ben continues his commitment to staying ahead of training and safety within the water industry. Leading his teams through example, and guidance helps maintain projects commitment to timelines. With Ben's experience troubleshooting issues through past projects, and his commitment to communicating as issues arise is another layer of our commitment to providing the best possible experience to our customers. Last, Ben's is our superuser, and in overall control of our Work Order Management System (WOMS) called H2O.

Attached are all resumes from members discussed above. The percentage of time is as follows. Rick Hauf – 10%, Keith Tamminga – 10%, Ben Mashni – 100%, On-site Project Manager – 100%.

Ben Mashni, from project start to finish, will be the leader of our team and the principal point of contact between HST Utility and City of Zephyrhills.



PROFESSIONAL SUMMARY

Results-driven management director with 25 years of experience & a proven track record.

PROFESSIONAL EXPERIENCE

- Planned and executed AMI projects, collaborating with cross-functional teams to ensure timely completion and budget adherence.
- Developed and executed strategic plans to optimize project efficiency and safety.
- Successfully implemented and completed large, high-profile residential and commercial projects.
- Possess extensive experience with leading industry manufacturers, including Neptune, Badger, Sensus, Diehl, Aclara, Itron, Zenner, Metron, Honeywell, and more.

CONTACT

PHONE:
(817) 637-1186

WEBSITE:
www.hstutility.com

EMAIL:
rhauf@hstutility.com

Rick Hauf

Director / Principal

PROJECT EXPERIENCE

Over 30 LSLI projects successfully completed with Florida Rural Water Association

Over 50 LSLI projects successfully completed in 2024

Successful mass meter deployment projects

BBWA, FL (1500 5/8"-2" Full setting rebuild Kamstrup Meters)

Port St. Lucie West (5000 5/8"-2" Kamstrup Meters)

High Springs, FL (2900 5/8"-2" Neptune Meters & Aclara Endpoints)

Trenton, FL (600 5/8"-1" Diehl Meters & Aclara Endpoints)

Westmoreland, TN (1800 5/8"-1" Diehl Meters & Aclara Endpoints)

Toledo, OH (1500 3"-10" Indoor & Outdoor Sensus Meters & Endpoints)

Flint, MI (30,000 Indoor Badger Meters & Endpoints)

Pontiac, MI (15,000 5/8"-1" Indoor Neptune Meters & Aclara Endpoints)

Westland, MI (30,000 5/8"-2" Sensus Meters & Endpoints)

Coleridge, NE (1,000 5/8"-2" Neptune Meters & Endpoints)

West Fargo, ND (8000 5/8"-1" Indoor Sensus Meters & Endpoints)

Richmond, MO (2900 5/8"-6" Neptune Meters & Aclara Endpoints)

Elkhart, IN (2000 5/8"-2" Indoor Neptune Meters & Endpoints)

Henrico, VA (5,000 5/8"-2" Neptune Meters & Itron Endpoints)

Howard County, MD (10,000 5/8"-1" Indoor Sensus Meters & Itron Endpoints)

Adrian, MI (5000 5/8"-6" Indoor & Outdoor Sensus Meters & Endpoints)



PROFESSIONAL SUMMARY

Results-driven management director with 25 years of experience & a proven track record.

PROFESSIONAL EXPERIENCE

- Planning & execution of AMI projects, collaborating with cross-functional teams to ensure timely completion while staying within budget.
- Develop & execute strategic plans to optimize project efficiency & safety.
- Successful implementation & completion of large, high-profile residential & commercial projects.
- Extensive experience with leading industry manufacturers including Neptune, Badger, Sensus, Diehl, Aclara, Itron, Zenner, Metron, Honeywell & more.

CONTACT

PHONE:
(941) 718-3704

WEBSITE:
www.hstutility.com

EMAIL:
bmashni@hstutility.com

BENJAMIN MASHNI

REGIONAL DIRECTOR OF OPERATIONS

PROJECT EXPERIENCE (PREVIOUS 7 YEARS)

High Springs, FL (2900 5/8"-2" Neptune Meters & Aclara Endpoints)

Trenton, FL (600 5/8"-1" Diehl Meters & Aclara Endpoints)

Westmoreland, TN (1800 5/8"-1" Diehl Meters & Aclara Endpoints)

Toledo, OH (1500 3"-10" Indoor & Outdoor Sensus Meters & Endpoints)

Flint, MI (30,000 Indoor Badger Meters & Endpoints)

Pontiac, MI (15,000 5/8"-1" Indoor Neptune Meters & Aclara Endpoints)

Westland, MI (30,000 5/8"-2" Sensus Meters & Endpoints)

Coleridge, NE (1,000 5/8"-2" Neptune Meters & Endpoints)

West Fargo, ND (8000 5/8"-1" Indoor Sensus Meters & Endpoints)

Richmond, MO (2900 5/8"-6" Neptune Meters & Aclara Endpoints)

Elkhart, IN (2000 5/8"-2" Indoor Neptune Meters & Endpoints)

Mayville & Spaulding, MI (1000 5/8"-1" Zenner Meters & Endpoints)

Henrico, VA (5,000 5/8"-2" Neptune Meters & Itron Endpoints)

Howard County, MD (10,000 5/8"-1" Indoor Sensus Meters & Itron Endpoints)

Adrian, MI (5000 5/8"-6" Indoor & Outdoor Sensus Meters & Endpoints)

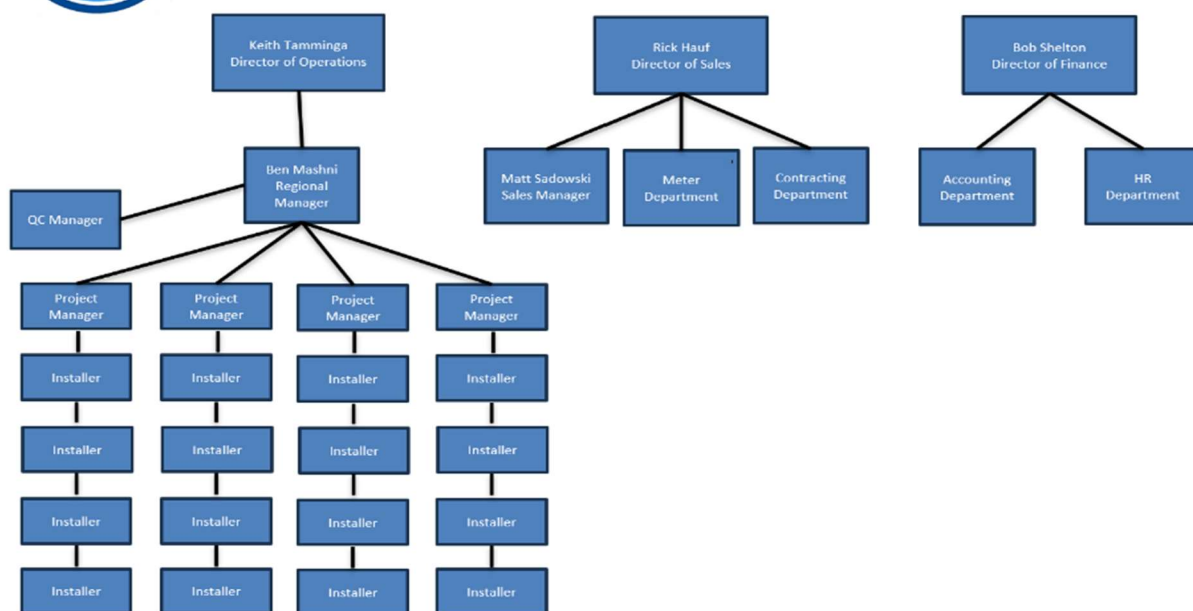
Askov, MN (1000 5/8"-1" Sensus Meters & Endpoints)

Greenville, VA (1000 5/8"-1" Sensus Meters & Endpoints)

Organizational Chart of HST Utility



HST Utility Organization Chart



Services and Timeline to be Provided

We understand that the primary goal of this project is to identify and assess lead service lines within the City of Zephyrhills, thereby supporting compliance with federal and state regulations. Our comprehensive approach includes the following key components:

- **Site Assessment:** We will begin with a preliminary assessment to identify potential areas of concern based on existing data and historical records.
- **Data Collection:** Our team will perform thorough physical inspections of the water distribution system and review relevant records to gather comprehensive data on lead service lines.
- **Mapping and Documentation:** Utilizing advanced GIS technology, we will document our findings in a GIS-compatible format, ensuring accurate mapping of all identified lead lines. Each site will be photographed to provide visual documentation.

- Reporting: A detailed report will be compiled, including findings that meet the requirements of the Florida Department of Environmental Protection, ensuring clear communication of our results and recommendations.
- Final: HST Utility will create the final FDEP workbook for submission.

We are not built like the others. Most installation companies come into town, cherry pick the easy stuff and leave you with the mess at the end. We don't.

Taking an over communicative approach, from pre-construction, weekly meetings, actionable items, seasoned team members and most of all a dedication to customer service we will not just walk you through the process, but we will lead you through the entire process.

Safety

First, our managers are OSHA 30 certified. We require yearly testing for all operational employees provided by professional 3rd party safety program providers. As recently as this year (2025) we invested in the following additional training for all managers and operational employees. OSHA 30, First Aid & CPR, Managing Info Overload, MGR Basics, Job Hazard Analysis, Interpersonal Communication, Harassment Prevention, PPE, Heat & Cold, Drug & Alcohol & confined spaces.

Second, our process is fairly simple for Lead and Copper surveys. Through the identification meter locations, our crews will access the area around the water meter box to identify any hazards that could cause them or anyone in the area harm. If harm is identified, the onsite manager will be notified for additional assessment. If no harm is detected, the operator will remove the meter box lid. He will use a tool to test both the pipe leading into the meter (city side), and the pipe from the meter (resident side). Recording in our H2O WOMS along with the GPS coordinates, and 2 photos as requested.

Statement of why your firm should be selected

Our style is simple. Identify the situation, problem solving to create the solution and execute at a high level. Sounds easy. With over 30 years of experience in the water, gas, and electric world we have learned a few things. We understand:

- Supply Chain has not recovered.
- Data can be trouble.
- Every system is different.
- Every utility runs things their own way.
- There will be challenges.



We say this upfront because we know the struggle is real. How do we tip the balance back in our favor? Great question.

It starts with you knowing what we are capable of:

1. Surveys and Lead Pipe Identification.
2. We install water and electric meters of all sizes and types.
3. We can install whatever type of system you require, AMR (Drive by), Fixed Network, AMI (Advanced Meter Infrastructure).
4. All Commercial applications from large meters to vault work.
5. Our Work Order Management system is robust but simple. (You can even choose to use it after we have left for a fee)
6. Our managers and employees are OSHA 30, First Aid & CPR, Managing Info Overload, MGR Basics, Job Hazard Analysis, Interpersonal Communication, Harassment Prevention, PPE, Heat & Cold, Drug & Alcohol & confined spaces.
7. We can offer certified payroll.
8. On-site Test, Repair and Recalibration of industrial and commercial water meters
9. Mobile testing units can field test up to 36-inch source services.
10. Long term maintenance contracts

**HARD WORK
& DEDICATION**

HST is dedicated to being your one stop shop for all your needs. It makes us unique in this space and we are dedicated to your project being successful.

Approach to Projects and Ability to Furnish Required Services

All services listed in the Scope of Work will be provided by employees of HST Utility, Inc. That includes organizing the information provided by the City of Zephyrhills, loading into our WOMS, providing all service of inspection, recording information into WOMS, and providing the final FDEP workbook along with photos and GPS coordinates. As stated above, we have been able to provide LCRR service to over 50 public and private communities in the state of Florida. Again, that includes the organization at the start, and all the paperwork needed for final submission to the Florida Department of Environmental Protection. In regard to LCRR services, rarely will you see the additional services of front end organization, and completion of the FDEP workbook that is required. These services is what separates HST Utility from other providers. As we start the process of actual Lead and Copper inspections, they are all inputted into our WOMS (H2O). Every work order is reviewed prior to the next day by the supervisor in charge. Also, random inspections will be provided to physical locations for restoration of locations. We leave water meter locations in same condition we receive them.

References – Successful Experience with similar projects

1. Project Title – Lead Line Surveys - Orange Park

- Project Location – Town of Orange Park
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 11/2024-12/2024
- Owner's Name and Address – Town of Orange Park, FL
- Contact Person, Phone Number and Email Address
 - Kyle Croce, 904.264.7411, kcroce@townop.com
- Number of Surveys - 3071
- Fee - \$ 122,300
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

2. Project Title – Lead Line Surveys

- Project Location – The City of Live Oak, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 12/2024-12/2024
- Owner's Name and Address – City of Live Oak, FL
- Contact Person, Phone Number and Email Address
 - Jerald Lee, 386.362.2276 ext.102, jlee@cityofliveoak.org
- Number of Surveys - 2858
- Fee - \$ 110,000
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

3. Project Title – Lead Line Surveys – Hialeah Gardens

- Project Location – City of Hialeah Gardens, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.

- Project Start Date/Completion Date – 09/2024-10/2024
- Owner's Name and Address – City of Hialeah Gardens, FL
- Contact Person, Phone Number and Email Address
 - Kris Perez, 305.822.3017, kperez@cityofhialeahgardens.com
- Number of Surveys - 6379
- Fee - \$ 175,000
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

4. Project Title – Lead Line Surveys – Springfield

- Project Location – City of Springfield, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 11/2024-11/2024
- Owner's Name and Address – City of Springfield, FL
- Contact Person, Phone Number and Email Address
 - Miles Grice, 850.872.7570 ext 116, mgrice@springfield.fl.gov
- Number of Surveys - 4343
- Fee - \$ 150,000
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

5. Project Title – Lead Line Surveys – Crescent City WTP

- Project Location – Crescent City, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 10/2024-11/2024
- Owner's Name and Address – Crescent City, FL
- Contact Person, Phone Number and Email Address
 - Jason Brammeier, 386.559.2033, publicworks@crescentcity-fl.com
- Number of Surveys - 1080
- Fee - \$ 58,712
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

6. Project Title – Lead Line Surveys – City of Perry, FL

- Project Location – City of Perry, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 09/2024-10/2024
- Owner's Name and Address – City of Perry, FL
- Contact Person, Phone Number and Email Address
 - Andrew Peters, 850.843.7489, apeters@cityofperry.net
- Number of Surveys - 3182
- Fee - \$ 170,400
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

7. Project Title – Lead Line Surveys – Minneola Water Department (1 of 2 WPS)

- Project Location – City of Minneola, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 09/2024-9/2024
- Owner's Name and Address – City of Minneola, FL
- Contact Person, Phone Number and Email Address
 - Walter Foss, 352.394.3598, wfoss@minneola.us
- Number of Surveys - 6266
- Fee - \$ 75,000
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

8. Project Title – Lead Line Surveys – City of Bowling Green WTP

- Project Location – City of Bowling Green, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 09/2024-9/2024
- Owner's Name and Address – City of Bowling Green, FL
- Contact Person, Phone Number and Email Address
 - Charlette Ganas, 863.375.2255, asstmanager@bowlinggreenflorida.org
- Number of Surveys - 1675
- Fee - \$ 66,127
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.

9. Project Title – Lead Line Surveys – City of Green Cove Springs

- Project Location – City of Green Cove Springs, FL
- Project Description - Data Review, LSLI field work, FDEP workbook submission.
- Project Start Date/Completion Date – 06/2024-7/2024
- Owner's Name and Address – City of Green Cove Springs, FL
- Contact Person, Phone Number and Email Address
 - Jesse Ryan, 904.297.7056, jesse.ryan@greencovesprings.com
- Number of Surveys - 3440
- Fee - \$ 126,296
- Were the Contracted Services complete within budget? If not, why. – Yes it was
- Were the Contracted Services completed on time? If not, why. – Yes they were.



Insurance

Client#: 2304649		64HSTUTI																																																		
ACORD™		CERTIFICATE OF LIABILITY INSURANCE																																																		
		DATE (MM/DD/YYYY) 9/19/2024																																																		
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 McGriff Insurance Services LLC 2600 Eastpoint Parkway Louisville, KY 40223 502 489-5900		CONTACT NAME: Melony Helton PHONE (A/C, No, Ext): _____ FAX (A/C, No): 8668812184 E-MAIL ADDRESS: Certificate@McGriff.com																																																		
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C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		5522479700	04/18/2024	04/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																																														
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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 ☒ Y / ☐ N / A	TWC4467992	08/18/2024	08/18/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000																																														
CERTIFICATE HOLDER HST Utility Inc. 13703 Messina Loop Unit 202 Bradenton, FL 34211		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 																																																		

ACORD 25 (2016/03) 1 of 1
#S35314700/M35137001

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CTHA

Pricing

1/27/2025
Quote # 01272025RH

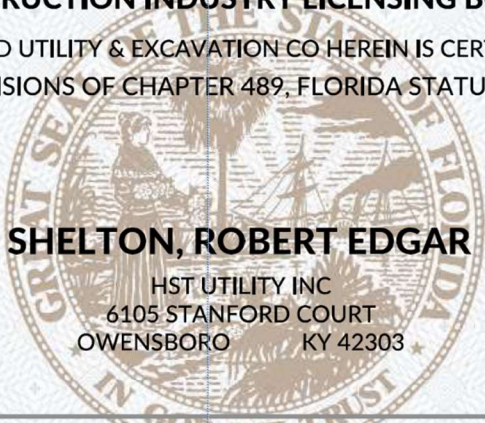
HST Utility Inc
PO Box 613
Owensboro, KY 42302



Pricing For Zephyrhills FL
NAME
Address

Item	Category	Description	Qty	Unit Price	Extended Price	Notes
Replacement Water Meters & MTU's						
Water Replacement						
Survey			7500	\$44.00	\$330,000.00	
Grand Total All Meter Costs					\$330,000.00	

License

	Ron DeSantis, Governor	Melanie S. Griffin, Secretary	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD			
THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES			
 SHELTON, ROBERT EDGAR HST UTILITY INC 6105 STANFORD COURT OWENSBORO KY 42303			
LICENSE NUMBER: CUC1226169			
EXPIRATION DATE: AUGUST 31, 2026			
Always verify licenses online at MyFloridaLicense.com			
ISSUED: 07/22/2024			
Do not alter this document in any form.			
This is your license. It is unlawful for anyone other than the licensee to use this document.			



Subcontracting

HST Utility will not be using subcontractors on this Project. The work to be performed will be completed entirely by our employees. We require our employees to undergo testing and education programs specific to the electronic solution to be installed. All of our employees hold OSHA 30 and Confined Space Certification, and some require a State certification by Weights and Measures. The work to be done requires technical skills to install, which we provide for each employee.

Conclusion

We wanted to thank you for the opportunity to earn your business. We don't not take this opportunity lightly and we appreciate the consideration. If you have any questions or concerns, please do not hesitate to drop us a note or give us a call.

Warm Regards,

Rick Hauf

Director / Principle
HST Utility Service Inc.
13703 Messina Loop Suite 202
Bradenton, FL 34211
Mobile: 817.637.1186
Telephone: 800.899.4858
Email: Sales@hstutility.com
www.hstutility.com

CONSENT ITEMS 2.9

Zephyrhills Public Library 2024-2027 Strategic Plan approval of **Agreement 41-25-07**

Issue:

Have Zephyrhills Public Library adopt the 2024-2027 Pasco County Library Cooperative (PCLC) Strategic Plan as approved by the Pasco County Board of County Commissioners.

Background:

The State of Florida requires long range and annual planning documents. As part of the cooperative agreement, the Zephyrhills Public Library aligns their strategic plan with that of the Pasco County Library Cooperative. The strategic plan will focus on three major areas: connect, engage, innovate. Over the next three years, PCLC and the Zephyrhills Public Library will use this plan to develop programs and services that meet the needs of Pasco County and the City of Zephyrhills residents and visitors.

Attachment(s):

1. Pasco County Public Library Cooperative Annual Plan of Service FY 24-27
2. Strategic Plan 2025 2page info

Fiscal Impact:

Funding not required for this action

Staff Recommendation:

Approve the 2024-2027 Pasco County Library Cooperative Strategic Plan for the Zephyrhills Public Library.

PASCO COUNTY PUBLIC LIBRARY COOPERATIVE
ANNUAL PLAN OF SERVICE
FY 2024-2025

A. The Library Vision is:

The Pasco County Library Cooperative enriches our community by being an essential resource for connection, discovery, and creation.

B. The Library Mission is:

The Pasco County Library Cooperative attracts and satisfies customers through outstanding and responsive customer service, an excellent selection of materials and resources, and an inclusive environment that encourages personal and community betterment.

C. The Library Values are:

The Pasco County Library Cooperative holds its staff, its volunteers, and its providers to the highest standards of Integrity, Respect, Service Excellence, and Innovation.

The 2024 - 2027 Strategic Plan identifies three priority areas:

- CONNECT

Goal: Over the next three years, strengthen and increase programs with outside agencies to connect patrons to essential services that support personal and community betterment.

- ENGAGE

Goal: Each year, purchase materials and other resources to build a collection of resources that engages patrons and library team members.

- INNOVATE

Goal: Offer patrons products, programs, and services that encourage utilization of current library resources that support discovery and creation.

The 2024 - 2027 Strategic Plan identifies the following strategies to achieve priority area goals:

- Develop rubric for library team members to evaluate outside agencies.
- Establish baseline number of current collaborations with outside agencies.
- Promote the Library's resources at meetings for community groups, civic organizations, non-profits, and government agencies.
- Continue partnerships with agencies, such as the Early Learning Coalition of Pasco and Hernando Counties, to provide programs such as virtual story times.
- Expand the Adult Literacy/English as a Second Language (ESL) program that trains volunteers to teach basic literacy and ESL to Pasco County citizens.
- Maintain a Library of Things to circulate non-traditional materials with a focus on items that support learning and exploration.
- Deploy the Mobile Makerspace to expand access to hands-on learning experiences currently available in branch makerspaces.
- Collaborate with local performers, artists, and experts to expand cultural experiences and learning opportunities.

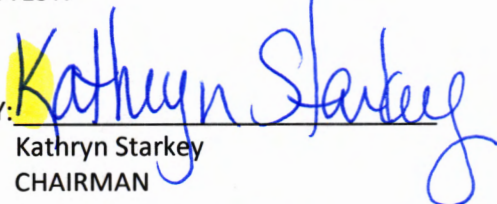
APPROVED AS WRITTEN:

PASCO COUNTY BOARD OF COUNTY
COMMISSIONERS, PASCO COUNTY, FL



DATE: _____

ATTEST:

BY: 
Kathryn Starkey
CHAIRMAN

APPROVED
IN SESSION

DATE: _____

MAR 11 2025
PASCO COUNTY
BCC

Strategic Plan



Mission

The Pasco County Library Cooperative attracts and satisfies customers through outstanding and responsive customer service, an excellent selection of materials and resources, and an inclusive environment that encourages personal and community betterment.

Vision

The Pasco County Library Cooperative enriches our community by being an essential resource for connection, discovery, and creation.



Values

The Pasco County Library Cooperative holds its staff, its volunteers, and its providers to the highest standards of Integrity, Respect, Service Excellence, and Innovation.

STRATEGIC PLAN 2024-2027

Focus Areas

Connect

Goal 1: Over the next three years, strengthen and increase programs with outside agencies to connect patrons to essential services that support personal and community betterment.

Key Performance Indicators

- Year 1: develop rubric (for library team members) to evaluate outside agencies
- Year 1: establish as baseline (number of current collaborations with outside agencies)
- Year 2 and Year 3: increase the number of beneficial collaborations with outside agencies (based on rubric criteria) by 1%

Engage

Goal 2: Each year, purchase materials and other resources to build a collection of resources that engages patrons and library team members.

- On the annual patron satisfaction survey, questions related to library materials (the collection) will be rated as "good."
- On the Employee Engagement (Energage) Survey, 73% (currently 72%) of library team members will respond favorably to the question, "I get the formal training I want for my career."

Innovate

Goal 3: Offer patrons products, programs, and services that encourage utilization of current library resources that support discovery and creation.

- On the annual patron satisfaction survey, customer satisfaction will be rated as "excellent."



CONSENT ITEMS 2.10

Approval of the Piggyback Agreement with Appalachian Materials Services (AMS) for Sludge Hauling Services **Agreement No. 41-25-08**

Issue:

Approval of the Piggyback Agreement with Appalachian Materials Services (AMS)

Background:

The City is in need of the proper disposal of unclassified, untreated dewatered sludge that does not meet the Process to Further Reduce Pathogens (PFRP) or the Process to Significantly Reduce Pathogen (PSRP) requirements produced at the City's WWTP.

The facility produces, on average, approximately 2,400 wet tons annually, and averages two (2), 24-ton loads per week. It is the City's intent to have this material disposed of in a manner which meets or exceeds all Local, State, or Federal requirements, which ever are the most stringent; in order to minimize any future potential liability for the City.

Attachment(s):

1. Agreement to Piggyback - AMS 3-31-25(32633018.1)
2. FULLY EXECUTED AGREEMENT 250099-B-AS with Exhibits A-B(32632055.1)

Fiscal Impact:

There is \$200,000 approved in the FY25 budget for sludge hauling. Due to the increase in plant flows and costs for sludge hauling, I am sure this amount will increase on an annual basis.

Staff Recommendation:

It is the staffs recommendation to the City Council to approve this item as presented.

AGREEMENT TO PIGGYBACK A CONTRACT FOR GOODS
OR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, **Appalachian Material Services, Inc.**, a Florida Corporation (“Contractor”) authorized to do business in Florida, having its principal office at 1250 Vigiron Road, Fort Meade, FL 33841 (“Contractor”) entered into an agreement dated March 13, 2025, with the **City of Tarpon Springs, FL**, a Florida municipal corporation, for Sludge Hauling and Treatment Services (250099-B-AS), attached as Exhibit “1,” services procured pursuant to F.S. §287.057, (the “Agreement”).

WHEREAS, the **City of Zephyrhills**, a Florida municipal corporation having a principal office at 5335 8th St. Zephyrhills, FL 33542 (“City”) has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to “piggyback” onto a contract procured pursuant to F.S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to “piggyback” onto the referenced Agreement between the Contractor and the City of Tarpon Springs, FL for utilization of the same or similar services and the Contractor consents to the aforesaid “piggybacking”.

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the goods services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The purpose of this Agreement is for the Contractor to provide Chemical System Maintenance and Repair services to the City’s utilities department. The terms and conditions of the Agreement between the City of Tarpon Springs, FL and Sludge Hauling and Treatment Services dated March 13, 2025 (“City of Tarpon Springs, FL Agreement”) shall be incorporated herein by this reference and, except as otherwise provided herein, shall apply to this Contract. Contractor’s fees and charges shall be as provided in the City of Tarpon Springs, FL Agreement. References to the City of Tarpon Springs, FL in said documents shall mean the City of Zephyrhills.
4. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.
5. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.

6. Notwithstanding any provision herein to the contrary, the City may terminate this Agreement at any time without regard to cause at City's convenience with thirty (30) days' notice to Company. In such event, the Company shall only be entitled to payment for services actually performed hereunder prior to such termination.
7. The City reserves the right to delete any portion of this contract at any time without cause. If such right is exercised, the total fee shall be reduced by the amount established for that service. If work has already been accomplished on the portion of the contract to be deleted, the Company shall be paid for the work performed through the notification effective date of the deleted services.
8. City expressly retains all rights, benefits, and immunities of sovereign immunity. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or limits of liability contained in Section 768.28, Florida Statutes.
9. **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 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**
10. Indemnity. Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.
11. Insurance. Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a

licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor as required herein shall be considered, and Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor as required herein.

Appalachian Material Services, Inc.

City of Zephyrhills, Florida

Jade Alexandra Stinson Date
CEO

Kenneth M. Burgess, Jr. Date
Council President

WITNESS

ATTEST

Signature Date

Ricardo Quinones Date
City Clerk

Matthew E. Maggard Date
City Attorney

CITY OF TARPON SPRINGS, FL AGREEMENT

THIS AGREEMENT, made and entered into on the 13 day of March, 2025, by and between Appalachian Material Service, Inc. (herein referred to as the "Contractor") and the City of Tarpon Springs, Florida (herein referred to as the "City").

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **Contractor Duties:** That the Contractor shall furnish material and perform work for:

Sludge Hauling and Treatment Services

2. **Term:** The term of this contract will be March 13, 2025 through March 12, 2030.
3. **Contract Documents:** For the City and in full and complete accordance as provided by the following enumerated documents, ("Contract Documents") which are incorporated herein by reference and made a part hereof as if fully setout herein:

The Invitation for Bid No. 250099-B-AS ("Exhibit A")

The Contractor's Bid dated February 23, 2025 ("Exhibit B")

Certificate of Insurance

This instrument and any changes to the following documents agreed to by the parties hereto.

Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the ITB 250099-B-AS ("Exhibit A"), (ii) and Contractor's Proposal and all associated documents (collectively "Firm's Standard Terms") dated February 23, 2025 ("Exhibit B"). Notwithstanding any term in the City Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in the earlier-listed document shall prevail over conflicting terms in a subsequently listed document.

4. **Compensation and Method of Payment:** For satisfactorily providing all services described and required in the Contract Documents, the Contractor will receive payment in accordance with the prices submitted in the Contractor's bid dated February 23, 2025 ("Payment").

Contractor warrants that all prices stated in its bid will remain firm for the initial term of this Agreement. Any escalation in prices will be made on an annual basis thereafter by mutual agreement between the City and Contractor. Request for price increases must be made in writing to the Procurement Services Director at least 60 days in advance. Increases in prices shall be based on the most recent U.S. Bureau of Labor Statistics, Consumer Price Index news release text (released Quarterly: April, July, October and January of each fiscal period) 12-month percentage changes in the Consumer Price Index, not seasonally adjusted. Private Industry, Compensation Costs, the percentage change for the most recent calendar year reported, not to exceed five (5%) percent (see <https://www.bls.gov/ppi/>). All request for price increases is subject to review and approval by the City.

5. **Amendments:** All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld.
6. **Severability:** In the event that any provision or portion hereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be performed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the Contract Documents.
7. **Due Authority:** Each party to this Agreement represents and warrants to the other parties that: (i) they are duly organized, qualified and existing entities under the laws of the State of Florida; and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same fully bind the parties on whose behalf they are executing.

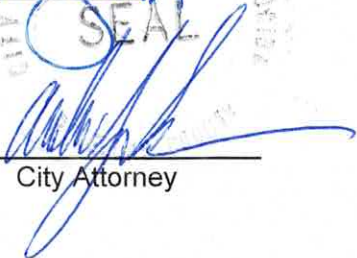
In witness hereof the parties have caused this Contract to be duly executed, intending to be bound thereby.

By: 
Mayor

By: Jade Alexandra Stinson
[Name], its [Title] Jade Alexandra Stinson

Attest: 
City Clerk

Owner/CEO

Approved as to form: 
City Attorney

REMAINING PORTION INTENTIONALLY LEFT BLANK

(Acknowledgment of Contractor)

State of Florida
County of Miami Dade ss:
City of North Miami

The foregoing Agreement was acknowledged before me this 11th day of March 2025,

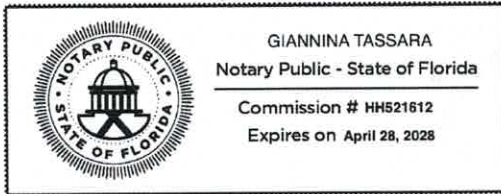
by Jade Alexandra Stinson Owner /CEO

(Name and Title)
of Appalachian Material Service ("Company"), on behalf of the Company. He/She is personally known to me or has produced DRIVER LICENSE, as identification and appeared before me at the time of notarization.

Jade Alexandra Stinson warrants that he/she is authorized by the Company to execute the foregoing Agreement.

NOTARY PUBLIC:

(SEAL)



A handwritten signature in blue ink, appearing to read "Giannina Tassara".

My commission expires: 04/28/2028

Notarized remotely online using communication technology via Proof.

Attachments: Exhibits
Exhibit A – Bid Document (File No. 250099-B-AS)
Exhibit B – Contractor's Bid Proposal



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

INVITATION TO BID

SLUDGE HAULING AND TREATMENT SERVICES

for THE CITY OF TARPON SPRINGS

Date: February 7, 2025

Bid No.: 250099-B-AS

Sealed bids will be received electronically by the City of Tarpon Springs, Procurement Services, 324 East Pine Street, Tarpon Springs, FL 34689, documents can be obtained from the Bonfire website at <https://ctsfl.bonfirehub.com/opportunities>, all documents and attachments must be uploaded by the date and time indicated:

3:00 p.m. EST, February 24, 2025

at which time bids will be publicly opened and read aloud for:

Sludge Hauling and Treatment Services for the City of Tarpon Springs

Bids and all addenda shall be available only through <https://ctsfl.bonfirehub.com/opportunities>).

Instructions to Bidders

Submission and Receipt of Bids

Submitting electronically through the online procurement services of Bonfire Bidder. Bidders who are E-Bidding for the first time, the City of Tarpon Springs uses a Bonfire procurement portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.

Submissions received after the ITB Due Date and time shall not be considered. It is the sole responsibility of the Bidder to ensure that its solicitation response is uploaded before such date and time. Tarpon Springs Procurement Services shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Note: It is strongly recommended to upload your response in adequate time to assure that it will post on the day prior to the closing date.

Preparation of Bids

Bids will be prepared in accordance with the following:

- a. The enclosed Bid Form is to be used in submitting your bid. All information required by the Bid form shall be furnished. The bidder shall print or type its name and manually sign the schedule and each continuation sheet on which an entry is made. Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.
- b. Electronic Signatures. The Bid documents may be executed with an electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this bid and shall be treated in all respects as an original handwritten signature.
- c. All bids must be signed with the firm's name and by an officer or employee having authority to bind the company or firm by vendor's signature.
- d. Unit price shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Proposed service/delivery times must be shown and shall include Saturdays, Sundays, and Holidays (if applicable).
- f. Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, services as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as result of failure or omission on the part of the bidder to make the necessary examinations and investigations or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of City or the compensation to the vendor.
- h. Bidders are advised that all City contracts are subject to all legal requirements provided for in any Procurement Resolutions or Policies of City and State and Federal Statutes.
- i. The bidder shall retain a copy of all bid documents for future reference.

Explanations to Bidders

All questions or requests for additional information are required to be in writing and may be e-mailed to purchasing@ctsfl.us.

Questions must be submitted, in writing, not later than February 13, 2025.

Any verbal responses to questions or changes or additions to the Scope of Services or any part of this ITB shall not be binding on the City or its representatives. Only changes or additions made by Addenda issued by the City of Tarpon Springs through <https://ctsfl.bonfirehub.com/opportunities> should be considered for your bid submittal.

Compliance

Failure to comply with the ITB in full may be cause for rejection of bid. Bids must conform to the scope of services and terms and conditions. Bids must be returned on the forms provided. Nonconformance with these instructions is grounds for rejection of bid.

Rejection of Bids

The City reserves the right to accept or reject any and all bids or parts of bids, waive minor informalities, and request rebids on the material or services described in the ITB.

Ex Parte Communication. In order to ensure fair evaluation of bids, ex parte communication initiated by bidders is prohibited from the time the responses are opened until a final decision has been made. No bidder may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a bidder after the responses are opened must be in writing to:

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director
City of Tarpon Springs
Procurement Services
PO Box 5004
Tarpon Springs, FL 34688-5004
727-937-1766 Fax
jlewis@ctsfl.us.

The City may, however, initiate communication with any bidder in order to obtain additional information or clarification necessary for fair evaluation of their bid. Ex parte communication initiated by a bidder may disqualify that bidder from consideration for this or future ITBs.

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

JL:as

SECTION 1 - INSTRUCTIONS

1.1 COMMENCEMENT OF WORK. If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

1.2 RESPONSIBILITY TO READ AND UNDERSTAND. Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

1.3 FORM AND CONTENT OF BIDS. Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the bid be submitted. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.

1.4 SPECIFICATIONS. Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

1.5 MODIFICATION/ WITHDRAWAL OF BID. Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

1.6 DEBARMENT DISCLOSURE. If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

1.7 RESERVATIONS. The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

1.8 OFFICIAL SOLICITATION DOCUMENT. Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

1.9 COPYING OF BIDS. Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.

1.10 CONTRACTOR ETHICS. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Bidders and Contractors. To achieve the purpose of this Article, it is essential that Bidders and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

1.11 GIFTS. The city will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The city may request product samples from vendors for product evaluation.

1.12 PROTESTS AND APPEALS. If a Bidder believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Bidder may submit a written protest. All protests and appeals are governed by the City of Tarpon Springs Purchasing Policy and Procedures. If any discrepancy exists between this Section and the Purchasing Policy, the language of the Purchasing Policy controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than five (5) business days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within ten (10) business days of the alleged violation of the applicable purchasing ordinance. The complete protest procedure can be obtained by contacting the Procurement

Services Department.

1.13 EVALUATION PROCESS. Bids will be reviewed by the Procurement Services Department and representative(s) of the respective department(s). The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.

1.14 PRESENTATIONS/INTERVIEWS. The bidder must provide a formal presentation/interview upon request.

1.15 CRITERIA FOR EVALUATION AND AWARD. The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.

a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws- including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Price. We will then evaluate the bids that have met the requirements above.

1.16 COST JUSTIFICATION. In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

1.17 CONTRACT NEGOTIATIONS AND ACCEPTANCE. Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

1.18 NOTICE OF INTENT TO AWARD. Notices of the City's intent to award a Contract are posted to Procurement's website located at <https://ctsfl.bonfirehub.com/opportunities>. It is the bidder's responsibility to check the City of Tarpon Springs's bid posting website at <https://ctsfl.bonfirehub.com/opportunities> to view relevant bid information and notices.

1.19 BID TIMELINE. Dates are tentative and subject to change.
Release ITB: February 7, 2025

Advertise City website/ <https://ctsfl.bonfirehub.com/opportunities>: February 7, 2025
Bids due: February 24, 2025
Award recommendation: TBD

1.20 CONE OF SILENCE. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

SECTION 2-STANDARD TERMS AND CONDITIONS

2.1 DEFINITIONS. Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "City, Tarpon Springs. agency, requestor, parties", "bid, proposal, response, quote".

2.2 INDEPENDENT CONTRACTOR. It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2.3 SUBCONTRACTING. Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

2.4 ASSIGNMENT. This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

2.5 SUCCESSORS AND ASSIGNS, BINDING EFFECT. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

2.6 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create any benefits, rights, or responsibilities in any third parties.

2.7 NON-EXCLUSIVITY. The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

2.8 AMENDMENTS. There will be no oral changes to this Agreement. This Agreement can only

be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

2.9 TIME OF THE ESSENCE. Time is of the essence to the performance of the parties' obligations under this Agreement.

2.10 COMPLIANCE WITH APPLICABLE LAWS.

a. General. Contractor must procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. Drug-Free Workplace. Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. Federal and State Immigration Laws. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

(i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor

establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

d. Nondiscrimination. Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

2.11 SALES/USE TAX, OTHER TAXES. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City. The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

2.12 AMOUNTS DUE THE CITY. Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

2.13 OPENNESS OF PROCUREMENT PROCESS. Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this ITB are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or

until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

PUBLIC RECORDS CUSTODIAN

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:

**CITY CLERK
410 NORTH RING AVENUE
TARPON SPRINGS, FL 34689
727-942-5614
CITYCLERK1@CTSFL.US**

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Tarpon Springs (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the 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.
- d) 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.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow

the records to be inspected or copied within a reasonable time.

f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

I) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

2.14 AUDITS AND RECORDS. Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

2.15 BACKGROUND CHECK. The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

2.16 SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL. The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

2.17 DEFAULT.

a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures Manual.

c. Notice and Opportunity to Cure. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. Anticipatory Repudiation. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

2.18 REMEDIES. The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

2.19 CONTINUATION DURING DISPUTES. Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

2.20 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

2.21 TERMINATION FOR CONFLICT OF INTEREST Florida Statutes Section 112. Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

2.22 TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

2.23 PAYMENT TO CONTRACTOR UPON TERMINATION. Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

2.24 NON-WAIVER OF RIGHTS. There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

2.25 INDEMNIFICATION/LIABILITY.

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

Nothing contained in this section shall be considered a waiver of the City of tarpon Springs' rights and protections under sovereign immunity and Florida Statute 768.28.

2.26 WARRANTY. Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

2.27 THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES. Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

2.28 NO GUARANTEE OF WORK. Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

2.29 OWNERSHIP. All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

2.30 USE OF NAME. Contractor will not use the name of the City of Tarpon Springs in any advertising or publicity without obtaining the prior written consent of the City.

2.31 PROHIBITED ACTS. Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

2.32 FOB DESTINATION FREIGHT PREPAID AND ALLOWED. All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

2.33 RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

2.34 SAFEGUARDING CITY PROPERTY. Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the

responsibility of or in the custody of Contractor or its employees.

2.35 WARRANTY OF RIGHTS. Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

2.36 PROPRIETARY RIGHTS INDEMNIFICATION. Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

2.37 CONTRACT ADMINISTRATION. The contract will be administered by the Procurement Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

2.38 FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

2.39 COOPERATIVE USE OF CONTRACT. The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

2.40 FUEL CHARGES AND PRICE INCREASES. No fuel surcharges will be accepted. No price

increases will be accepted without proper request by Contractor and response by the City's Procurement Division.

2.41 NOTICES. All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

2.42 GOVERNING LAW, VENUE. This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

2.43 INTEGRATION CLAUSE. This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

2.44 PROVISIONS REQUIRED BY LAW. Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

2.45 SEVERABILITY. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

2.46 SURVIVING PROVISIONS. Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

2.47 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

SECTION 3 - SCOPE OF SERVICES

INTRODUCTION

The City of Tarpon Springs, Florida, is currently accepting bids from qualified firms for the proper disposal of unclassified, untreated dewatered sludge that does not meet Process to Further Reduce Pathogens (PFRP) or Process to Significantly Reduce Pathogens (PSRP) requirements produced at the City's Advanced Wastewater Treatment Facility located at 201 E. Pine Street, Tarpon Springs, FL 34689.

The facility produces, on average, approximately 2,400 wet tons annually, and average two (2), 24-ton loads per week. It is the City's intent to have this material disposed of in a manner which meets or exceeds all Local, State, or Federal requirements, which ever are the most stringent; in order to minimize any future potential liability for the City.

3.1. SERVICES SUMMARY DESCRIPTION

Description: The awarded Bidder (Contractor) shall furnish all labor, materials, supervision, and equipment required to provide sludge hauling services and treatment pursuant to the specifications, terms, and conditions herein. The intent of this document is to provide the terms and conditions of a purchase agreement for the provision of sludge hauling and treatment services.

3.2. Hours

Regular business hours at the Advanced Wastewater Treatment Facility are 7:00 a.m. to 3:00 p.m. (EST), Monday through Friday, excluding City observed holidays. Service pickups shall occur during normal business hours, unless mutually agreed by the City and Contractor in advance.

3.3. Schedule

Contractor must guarantee their ability to haul and dispose of the material on a regular and timely basis and must be able to haul material 365 days per year, excluding City recognized holidays (list available on request). It is expected that the Contractor will coordinate in advance with the City to meet the City's hauling requirements while observing the City recognized holidays.

3.4. Sludge Cake Characteristics

Contractor will pick up dewatered sludge, treat sludge as appropriate, and dispose of sludge by land application or a pre-approved alternative Florida Department of Environmental Protection (FDEP) permitted method in accordance with specifications contained herein.

The City's wet cake sludge is raw sludge and is not stabilized. The sludge will need to be further treated to be Class B or higher for land application. The percent of cake solids is approximately 19% - 21%.

3.5. Bidder Submittal Requirements

To ensure compliance with bid requirements and for bid to be considered, Bidders must submit:

- a. Florida Department of Environmental Protection (FDEP) History - On a separate sheet include with their bid submittal, a detail of any history of FDEP violations (if not applicable state: NONE), as well as submit the firm's FDEP compliance history for the past five (5) years.
- b. Disposal Site Detail - Provide a list of the sites which the company utilizes to dispose of the materials and their physical addresses. Bidders must have a minimum of two (2) disposal sites with sufficient acreage to meet the minimum requirements of this solicitation.

Each site detail shall include the following:

- number of available acres at each site
- number of other facilities being served at each site
- a statement as to whether or not Tarpon Springs sludge product will be blended
- with the product of any other facility at the location FDEP Operating Permit Number for each Residuals Management Facility (RMF)

- c. Treatment Plan Detail - Provide a written Treatment Plan that describes what actions will be taken to store, handle, transport, process, and dispose of material received from the City of Tarpon Springs in accordance with FDEP regulations. The Treatment Plan must include a plan for wet weather conditions, including ability to provide a spare trailer for storage of residuals.
- d. References - Provide minimum of five (5) references from similar municipal or local government clients in the state of Florida that the firm has provided similar services for at least two (2) continuous years. Include: the number of continuous years of service for each reference listed, location, and a point of contact with either phone number or email.
- e. Trailer information - Provide dimensions of trailer to be left on site and the number of tons that it holds.

3.6. Contractor Responsibilities

- a. Transportation expenses will be the responsibility of the Contractor.
- b. Pickups of loaded trailers must be made during the agreed upon times, normally between 7:00 am and 3:00 pm, Mon.-Fri., unless previously agreed to by the Contractor and the City's Wastewater Facility Management, or their designee.
- c. Contractor will provide all containers which shall be suitable for storage and shipment of dewatered cake sludge per applicable regulations.
- d. The Contractor will provide a trailer to remain on site of a volume and dimensions approved by the City to facilitate clean and efficient loading of said trailer utilizing the City's existing conveyance and weighing systems. This **trailer will remain on site until filled and then be replaced with an empty unit when the full trailer is picked up, or return the same trailer** within six (6) hours of emptying. The current approved trailer dimensions are 42 ft. long X 103 in. wide X 64 in. deep. The height of the trailer from the ground to the top of sides is 110 in. The trailer will be parked on four scale pads, each scale pad measures 30 in. x 84 in. Centerline of front scale pads to rear scale pads measure 26' 8" (320 in.). Centerline of scale pads side to side measures 84 in. Trailer permitted for 48 wet tons of cake solids and provides for slight drainage at rear of trailer into existing trench drain.
- e. All load pick-ups are to be entered by the Contractor into a Residuals Management Database with load sheet number, date hauled, volume, climatic conditions, and destination for processing listed.
- f. When invoicing the City, each invoice will include: the load sheet number, a copy of the load sheet(s), the price per ton and weight of each load.
- g. The Contractor shall submit a monthly and annual summary report to the City detailing all load activity for the City of Tarpon Springs. Such reporting shall identify final sludge classification when land applied or disposed of in any other way.
- h. Provide a copy of the current disposal site permit for each site utilized for this contract.
- i. Provide a copy of the current Nutrient Management Plan (NMP) for each site utilized for this contract.
- j. In addition, the Contractor shall submit any and all required data the City needs to submit to the FDEP regarding its disposition of Dewatered Cake Sludge in accordance with FAC 62-640 and any other applicable regulations. All such required data shall be provided to the City 30 days prior to City's required submission deadline.
- k. Contractor MUST notify the City immediately if any FDEP or Environmental Protection Agency (EPA) regulatory violations occur at any of its disposal locations or at the RMF. The City shall also be notified if any of the firm's disposal sites become unusable.

3.7. City's Responsibilities

- a. The material will be loaded into the Contractor's equipment (trailer) by City personnel utilizing the City's existing conveyance system.
- b. The City utilizes a four-pad trailer scale system for monitoring loading of trailers. A printed weight ticket will be provided for each trailer loaded by City.
- c. The City shall give a minimum of one (1) calendar day notice prior to a needed trailer pickup.

3.8. Responsibility for Disposal of Dewatered Sludge Cake

- a. When dewatered residuals are accepted by the Contractor, the responsibility for the biosolids becomes totally the Contractor's, as indicated in the FDEP CHAPTER 62-640 DOMESTIC WASTEWATER RESIDUALS.
- b. Furthermore, upon said transfer, the RMF permittee shall be responsible for proper treatment, management, use, and land application of the City's residuals. The City will not be held responsible for any violation resulting from land application of residuals if the City can demonstrate that it had delivered residuals to the Contractor as identified in this contract.
- c. Execution of any contract as a result of this solicitation constitutes the Contractor's legal written agreement to accept responsibility for proper treatment and land application of the residuals as required by FDEP Chapter 62-640, F.A.C. Contractor further acknowledges that they are aware of, and comply with, all the requirements as stated in this regulation and as described in their permit.
- d. The source facility permittee (City) shall not be held responsible for treatment, management, use, or land application violations that occur after its residuals have been accepted by a permitted residuals management facility (RMF) with which the source facility permittee (City) has an agreement in accordance with Rule 62-640.880(1) (c), F.A.C., for further treatment, management, use or land application.

3.9. SPECIAL CONDITIONS

- a. **Terms and Conditions** - Contractor warrants that terms and conditions are firm for the agreement period as stated in the Invitation to Bid ("ITB").
- b. **Insurance Requirements** - The successful Contractor shall provide a Certificate of Insurance in accordance with the Insurance Requirements prior to issuance of a Purchase Order (minimum insurance requirements are attached).
- c. **References** - Vendor References must include at least three (3) references for organizations (preferably government entities) for which the same or similar work has been performed. References in the City's immediate or nearby area are preferred. Include entity, contract number or reference no., contact names and telephone numbers.
- d. **Performance** - Contractor shall be responsible for performing the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work, and complying with all federal and state laws, and all ordinances and codes of the City relating to such work.
- e. **Employee Identification** - The contractor shall make identification available upon request. Contractor and its employees shall dress in a professional manner compliant with the City and OSHA safety standards. Contractor and its employees shall dress in a manner representative of the Contractor's organization.
- f. **Safety Data Sheets (SDSs)** - If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this Agreement pursuant to completion of this Agreement; the Contractor shall furnish

Material Safety Data Sheets to the City's Wastewater Facility Management or designee prior to commencing such use.

- g. **Bidder Capability** - Prior to contract award, any bidder may be required to show that he has the necessary facilities, equipment, ability, and financial resources to provide the services specified in a satisfactory manner and within the guidelines of the specifications; that he has had experience in work of the same or similar nature; and that he has references which will satisfy the City.
- h. **Licenses and Permits** - Contractor shall be responsible for obtaining any and all necessary licenses, certifications and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such licenses, certifications and approvals. Fees for permits for work on City property will be waived if the contractor obtains the permits prior to start of work.
- i. **Omissions** - Failure or omission of any responder to receive or examine any form, instrument, or other documents shall in no way relieve any bidder from any obligation with respect to this proposal or the evidence of compliance with this bid.
- j. **Damage** - Contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, Contractor, at its expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time (Not to exceed 30 calendar days from date damage was done).
- k. **Examination of Work** - The City shall be furnished with every means to verify whether or not the materials and work are in accordance with the requirements of this Agreement. Failure to reject or condemn defective work at the time it is done will not prevent its rejection whenever it is discovered.
- l. **Non-Exclusive Clause** - Award of this Agreement shall impose no obligation on the City to utilize Contractor for all work of this type, which may develop during the agreement period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.
- m. **Subcontracting** - The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City. Contractor shall promptly pay all subcontractors and suppliers. Any subcontracting, so permitted by the City, shall be subject to all the terms and conditions and other provisions of this Agreement. Notwithstanding any such subcontracting, Contractor shall remain obligated and responsible to the City for the performance of all terms and conditions and other provisions of this Agreement.
- n. **Agreement** - A purchase order or blanket purchase order will be issued by the Purchasing Department for the term of this Agreement.
- o. **Provision for Other Jurisdiction** - Unless specifically prohibited by Vendor, it agrees that it will sell under the prices, terms and conditions of this bid to other jurisdictions.
- p. **Changes in Work** - The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. Contractor shall not claim breach of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to Contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted herein.
- q. **Rejection of Work** - Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

- r. **Completion of Work** - If Contractor fails to comply with the conditions of this Agreement or fails to complete the required work or furnish the required materials within the time stipulated, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of Contractor. The City may seek recourse including but not limited to, the provisions of the performance bond if such bond is required under the conditions of this Agreement.
- s. **Specifications, Changes in Writing** - The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced in writing and signed by both parties.
- t. **Contract Adjustments** - The City reserves the right to make modifications to this Agreement at any time during the Agreement period regarding the nature, method, scope, frequency or timing of the Contractor's obligations. Any material expansion of the Scope shall require the written consent of the both the City and Contractor. Should any material deletions or additions to the Scope be made, Contractor's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed upon.
Notwithstanding the foregoing, the City shall have the right to terminate this Agreement if Contractor and the City fail to reach agreement on any modification within 30 days of the City's notification to Contractor or fail to reach an agreement on adjusted compensation associated with the modifications. There shall be no adjustment of Contractor's compensation made necessary as a result of the mismanagement, improper act, or other failure of Contractor, its employees, agents or subcontractors to properly perform its obligations under this Agreement. There shall be no increase in Contractor's compensation for any reason unless authorized in writing prior to the performance of services.

SECTION 4-GENERAL CONDITIONS

4.1 BEGINNING AND END DATE OF INITIAL TERM. The initial contract term shall be for a period of five (5) years, effective from the date of the executed Agreement. If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

4.2 EXTENSION. The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

4.3 RENEWAL. At the end of the initial term of this contract, the City may initiate two (2) 2-year renewal(s) as provided, for a total contract period of no more than nine (9) years. The decision to renew a contract rest solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

4.4. PRICES. All pricing shall be firm for the initial term of one (1) year; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year and may be adjusted thereafter as outlined in the previous paragraph.

BID FORM

BID NO. 250099-B-AS

SLUDGE HAULING AND TREATMENT SERVICES

BIDDER Appalachian Material Service

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
02/23/25	Exhibit A		
02/23/25	Exhibit B		
02/23/25	Exhibit C		

- b. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

BID FORM PRICING

BID NO. 250099-B-AS

SLUDGE HAULING AND TREATMENT SERVICES

ATTACHMENT A - PRICING TAB ATTACHED AS AN EXCEL SPREADSHEET

Additional Information:

Cost per trailer bin (truckload): \$ 89.50 (Please note the number of tons that are held in the truck trailer bin (truckload) your firm provides) # of Tons in Load 24.

Can your facility handle liquid sludge? Yes ☒ No ☐

(Please check one) If yes, provide price per 6,000-gallon tanker \$ 1500

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Payment: We accept Visa for payment: ☐ Yes ☒ No. Payment must be processed in 30 days after receipt of proper invoice or services accepted (whichever is the latter).

Price Extension for Additional Units:

The City, through its Procurement Services Director may during the next twelve months require additional units depending on the City's requirements and availability of funds. Bidders are requested to indicate below the number of months they will extend their bid prices, terms and conditions and the number of additional units they will provide after award of this bid by the City, if applicable.

12 months for 1250 additional units after award of this bid.
(Number) (No. of Units*)

Note: The decision by the bidder to extend or not to extend their prices will NOT be considered in the award of this bid.

* Please insert of number of unit (not to exceed the bid quantity).

Bidder: Appalachian Material Service

Address: P.O. Box 12

City: Bartow State: FL Zip: 33831

Phone No.: 941 776-8706 Fax No.: _____ Email: amsinc.fl@gmail.com

Scott Taylor owner/chairman
 Printed Name and Title
[Signature]
 Authorized Signature
Feb 23, 2025 Date

List at least 3 References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1. Project/Contract Name:	City of Zephyrhills
Dollar Value:	\$139,871/year
Contact Name:	OJ Kurk
Email/Phone Number:	okurk@ci.zephyrhills.fl.us (813) 713-6116
Agency/Company Name:	City of Zephyrhills
Address:	5335 8th Street, Zephyrhills, FL 33541
Date completed/or if in Progress:	In progress
2. Project/Contract Name:	City of Oldsmar
Dollar Value:	134,191/year
Contact Name:	Todd Cash
Email/:	tcash@ci.oldsmar.fl.us
Phone Number	(813) 855-4512
Agency/Company Name:	City of Oldsmar
Address:	100 State Street W, Oldsmar, FL 34677
Date completed/or if in Progress:	In progress
3. Project/Contract Name:	City of Haines City
Dollar Value:	\$570,509/year
Contact Name:	Gage Russell
Email/:	gage.russell@hainescity.com
Phone Number	(863) 421-3690
Agency/Company Name:	City of Haines City
Address:	PO Box 1507, Haines City, FL 33845

Date completed/or if in Progress:	In progress
4. Project/Contract Name:	City of Dunedin
Dollar Value:	\$477,044/year
Contact Name:	Brian Antonio
Email/Phone Number:	bantonian@dunedinfl.net (727) 298-3256
Agency/Company Name:	City of Dunedin
Address:	1140 Highland Ave, Dunedin, FL 34698
Date completed/or if in Progress:	In progress
5. Project/Contract Name:	City of Bartow
Dollar Value:	\$158,775/year
Contact Name:	Willy Pratt
Email/Phone Number:	apratt.wrf@cityofbartow.net (941) 723-6106
Agency/Company Name:	City of Bartow
Address:	4501 N. Wilson Ave, Bartow, FL 33830
Date completed/or if in Progress:	In progress

Additional Requirements:

Provide the following information with your bid submission:

- Provide a copy of your firm's Federal Employer Tax ID certificate.
- Provide a copy of all your current insurance coverages for General Liability, Automobile and Worker's Compensation and Professional Liability.
- Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.
- Provide your firm's FDEP compliance history for the last five (5) years, including any FDEP violations. If no violations in the last five (5) years, please state "NONE".
- Provide a list of all sites which the firm will utilize to dispose of the City's material. The following information should be included for each site listed:
 - a. Physical address
 - b. Number of acres
 - c. Number of other facilities being served at that site
 - d. Statement as to whether or not Tarpon Springs sludge product will be blended with the product of any other facility at that site
 - e. FDEP Operating Permit number

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information

Company Name: Appalachian Material Service

Contact Name: Scott Taylor

Address: PO Box 12,

Address:

City: Bartow

State: FL

Zip: 33841

Telephone: (941) 776-8706

Fax:

E-Mail Address: amsinc.fl@gmail.com

Website: www.amsinc.services

2. How long has your firm been in business? 35

3. How long has your firm provided these services? 35

4. Annual gross revenues of your firm? (Check the appropriate box)

☐ under \$100,000 ☐ \$100,000 - \$499,000 ☐ \$500,000 - \$999,000
☐ \$1,000,000 - \$2,000,000 ☒ over \$2,000,000

5. How many full and part-time employees do you currently employ?

Full-time: 10 Part-time:

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
Drivers	5
Management	3
Maintenance	2

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?
William Hauser, he has worked for the company for 25 years. He has performed a supervisory role for decades in the biosolids industry. Mr Hauser has extensive experience in the Central Florida area, maintains deep relationships with clients and related professionals, and has years of direct involvement with the City of Tarpon Springs and its biosolids.
8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?
Trinity trailers, Mack trucks, processing equipment (List attached)
9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.
N/A
10. Have you had a contract terminated by a customer in the past 3 years? No If yes, please explain.
11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).
12. Provide a copy of your firm's Federal Employer Tax ID certificate (W9).
13. Provide a copy of all your current insurance coverages for General Liability, Automobile and Workers' Compensation.
14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).
15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

DRUG FREE WORKPLACE FORM

PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid/Proposal.
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. 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.
 - b. 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.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, 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.
 - e. 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.
 - f. 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 PRINTED NAME: _____

AUTHORIZED SIGNATURE: _____

MINIMUM INSURANCE REQUIREMENTS

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.
 - 1) Workers' Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
 - 2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$2,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - 3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
 - 4) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:
 - 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
- 4) **City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.**
- 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

E-VERIFY CERTIFICATION

ITB/Contract No: ITB 250099 B-AS

Project Description: Sludge Hauling and Treatment Service

Consultant/Firm acknowledges and agrees to the following:

Consultant/Firm shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- 1. All persons employed by the Consultant/Firm during the term of the Contract to perform employment duties within Florida; and**
- 2. All persons, including Sub-Contractors, assigned by the Consultant/Firm to perform work pursuant to the Contract with the Department.**

Company/Firm: Appalachian Material Service

LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council, Member of Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By: 

Signature

JADE STINSON

Witness

Scott Taylor

(Printed Name)

owner/chairman

(Title)

VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST

Bidder Vendor Name: Appalachian Material Service

Proposer/Contractor FEIN: 58-1849283

Proposer/Contractor's Authorized Representative Name and Title:

Scott Taylor, Owner/Chairman

Address:

PO Box 12,

City: Bartow

State: FL

Zip: 33831

Phone Number:

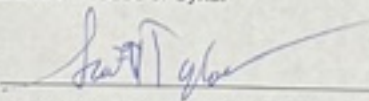
(941) 776-8706

Email Address:

scott@amsinc.services

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Bidder, I hereby certify that the company identified above in the section entitled "Bidder Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to s. 287.135 Florida Statute (Current Edition), the submission of a false certification may subject company to civil penalties, attorney's costs, and/or other costs and does not have business operations in Cuba or Syria.

Certified by: 

Who is authorized to sign on behalf of the above-referenced company.

Print Name and Title:

Scott Taylor owner/Chairman

Date: Feb 23, 2025

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: Feb 23, 2025 Signed: Scott Taylor

Entity: Appalachian Material Service Name: Scott Taylor

Title: Owner, Chairman

CITY OF TARPON SPRINGS

**SLUDGE HAULING AND TREATMENT
SERVICES**

BID NO. ITB 250099-B-AS



Appalachian Material Service, Inc.
a Florida Corporation
1250 Vigiron Road, Fort Meade, FL33841
P.O. Box 12, Bartow, FL 33831
FEIN 58-1849283

Office: 941-776-8706

February 24, 2025



APPALACHIAN MATERIAL SERVICES, INC.

P.O. BOX 12
BARTOW, FL 33831
OFFICE: 941.776.8706

February 23, 2025

Re: Sludge Hauling and Treatment Services Bid No. ITB 250099 B-AS

Dear The City of Tarpon Springs,

Appalachian Material Service, Inc is pleased to respond to the City of Tarpon Spring's invitation to bid for the above referenced project. Enclosed is the requested information.

We appreciate the opportunity to bid on this solicitation and if awarded this contract look forward to a continued relationship with the City's staff. We are confident that we can continue to provide the citizens of Tarpon Springs with an environmentally safe and reliable system to transport, process and dispose of your biosolids. Please feel free to contact me at your convenience.

Sincerely,

Scott Taylor
Owner/Chairman
Appalachian Material Services, Inc.



COMPANY BIO:

Appalachian Material Service, Inc. (AMS) is a leading provider of hauling and residual management services, serving municipalities and companies across the southeastern United States for decades. With a commitment to excellence and environmental responsibility, AMS has established itself as an industry leader in biosolids management.

AMS has strategically expanded its operations by constructing several state-of-the-art Biosolids Treatment Facilities. These facilities enable the company to offer comprehensive processing and disposal solutions across more than 2,000 acres of permitted application sites throughout Central and Southwest Florida.

Transparency and regulatory compliance are at the core of AMS's operations. The company utilizes advanced tracking systems to furnish clients and local regulatory agencies with detailed information about every load hauled, processed, and land-applied. This meticulous approach ensures full accountability and adherence to environmental standards.

As a testament to its commitment to safety and professionalism, AMS maintains a drug-free workplace policy. This initiative, implemented in 2004, underscores the company's dedication to providing reliable, high-quality services while prioritizing the well-being of its employees and clients. AMS remains at the forefront of innovative and responsible biosolids management solutions.



EQUIPMENT INFORMATION:

As part of our commitment to provide our clients with excellent quality service, AMS, Inc. currently maintains and operates a fleet of trucks, tankers, trailers and miscellaneous equipment to properly transport, process and land apply wastewater residuals in accordance with DEP regulations. Table No. 1 provides a short list of items that may be used for this project. A trailer with dimensions listed below which holds 24 tons will be placed at the facility.

Table No. 1 Equipment List

WALK OUT TRAILERS		VIN
2002	TRINITY	1T9SC42202B656142
2002	TRINITY	1T9SC42222B656143
2002	TRINITY	1T9SC42222B656014
2002	TRINITY L: 42' X 103" w x 64" deep - ground to side top 108 "	1T9SC42262B656050
2005	TRINITY L: 43' 3" w x 102" w x 58" deep – ground to side top 112"	1T9SC42245B656259
2005	TRINITY L: 43' 3" w X 102" w x 58" deep – ground to side top 112"	1T9SC42225B656258
2017	TRINITY L: 43' 3" w X 102" w x 58" deep – ground to side top 112"	1T9SC4223HB656273
2019	TRINITY L: 43' 3" w x 102" w x 58" deep – ground to side top 112"	1T9SC4221KB656117
TRUCKS		VIN
2001	MACK TRUCK	1M1AA18Y81W142807
2006	MACK TRUCK	1M1AJ06Y46N003834
2016	MACK TRUCK	1M1AN07Y9GM022440
2016	MACK TRUCK	1M1AN07YGM025036
2016	WEST STAR	5KJJBLD57GLHF6408
2017	MACK TRUCK	1M1AN07Y2HM025407
2017	MACK TRUCK	1M1AN07Y6HM025409
2017	MACK TRUCK	1M1AN07Y6HM025037
BIOSOLIDS TREATMENT FACILITIES		DEP Permit #
FACILITY:	APPALACHIAN MATERIAL SERV. INC. RMF	FLA268267
FACILITY:	AMS, CENTRAL RMF AND PROPERTY	FLA467049
TANKER TRAILERS		VIN
1985	FRUEHAUF	1H4T04025FL021602
1985	FRUEHAUF	1H4T04025FL021616
1981	TRIM	1T9AE14BXXBF003231
1990	HEIL	1HLA3A7B5L7H54831
1987	FRUEHAUF	1H4T04223HL011005
1981	HEIL	1HLA3A7B8B7J51772
1980	POLAR	A14935
1978	HEIL	950117
1978	HEIL	950116
1978	HEIL	929915
1970	HEIL	921918
1980	HEIL	951005



PROCESSING AND APPLICATION SITE INFORMATION:

PRIMARY SITE FOR PROCESSING:

AMS Nordgren Ranch Residuals Management Facility FLA280348: Placed into operation in 2002, this facility was initially constructed to **process residuals with greater percent solids content**. For that reason, the AMS Nordgren RMF was designed, keeping utilities with dewatering capabilities in mind. This facility can handle both liquid and cake residuals for treatment.

Facility Data Sheet:

Name: Appalachian Material Services Nordgren Ranch RMF

Facility ID: FLA280348

Facility Type: II

Permitted Design Capacity: 1625 Dry Tons/year

Location: Hernando County

Reliability Class: 1

Other sites serviced: 6

Back up processing site:

- **AMS Central Residuals Management Facility FLA467049:** This facility was placed into operation in February of 2007. In keeping with the design of the Nordgren RMF, the AMS Central plant was initially constructed to process both liquid and cake residuals for treatment.

Facility Data Sheet:

Name: AMS, Inc. Central RMF

Facility ID: FLA467049

Facility Type: II

Permitted Design Capacity: 1,625 Dry Tons/year

Location: Polk County

Reliability Class: 1



AMS, Inc. currently maintains and operates the following application sites:

Residuals Land Application Sites	Permit #'s	Applicable Acreage	County of Location	Other Facilities served	Type of Site*
Hart-Albritton State Road 66 & Highlands County Line, Sebring, FL 33875	FLA288233	1512.57	Highlands	6	WW
JMC Ranch 3403 ABC Road, Lake Wales, FL 33853.	FLA290386	345.41	Polk	2	WW
Melton Ranch 21628 Lockhart Road, Dade City, FL 33523.	FLA287709	447.35	Hernando	5	AW
Nordgren Property 16238 Powell Road, Brooksville, FL 34601.	FLA287717	116.5	Hernando	5	WW
7C Carter Ranch 343 ABC Road, Lake Wales, FL 33853.	FLA290131	786	Polk	3	AW

***AW: All weather sites, WW: Wet weather sites**



COMPLIANCE 5 YEAR HISTORY STATEMENT:

This document is to serve as the FDEP compliance history for our bid package. Over the past five years, AMS has upheld an impeccable compliance record, with no environmental or regulatory enforcement actions against any facility or biosolids land application sites under its ownership, operation or management.



TREATMENT PLAN FOR BIOSOLIDS FROM THE CITY OF TARPON SPRINGS:

1. Introduction This Treatment Plan outlines the procedures for the storage, handling, transportation, treatment, and disposal of cake biosolids from the City of Tarpon Springs in compliance with the **Florida Department of Environmental Protection (FDEP)** regulations. The biosolids will be processed using **lime stabilization** to achieve **Class B** standards.

2. Biosolids Handling and Storage

- **Receiving and Inspection:** Upon arrival at our processing facility, each load of biosolids will be visually inspected and tested for moisture content, pH, and any contaminants.
- **Temporary Storage:** If immediate processing is not possible, biosolids will be stored in a dedicated holding area with impermeable containment to prevent leachate issues.
- **Wet Weather Contingency:** A covered spare trailer will be on standby to store biosolids during adverse weather conditions, ensuring operations continue uninterrupted and maintaining regulatory compliance.

3. Transportation Plan

- **Hauling Process:** Biosolids will be transported in sealed, leak-proof trailers to prevent spillage during transit.
- **Routing Considerations:** Haul routes will be pre-planned to comply with all local and state regulations, avoiding environmentally sensitive areas whenever possible.
- **Spare Trailer for Wet Weather:** A backup trailer will be available to ensure storage capacity is maintained in case of delays due to inclement weather.

4. Lime Stabilization Process

- **Lime Addition:** Hydrated lime (Ca(OH)_2) will be added to the biosolids at an established dosage to achieve a **pH of 12 for at least 2 hours**, ensuring pathogen reduction and vector attraction minimization per **FDEP** requirements.
- **Mixing and Monitoring:**
 - Biosolids will be blended using mechanical mixers to ensure uniform lime distribution.
 - pH will be continuously monitored and adjusted as necessary.
- **Curing Period:** Treated biosolids will be allowed to cure in a designated area before final disposal or land application.

5. Compliance and Quality Control

- **Regulatory Sampling:** Samples will be collected and analyzed periodically to confirm compliance with **FDEP Class B biosolids** requirements.
- **Record Keeping:** Detailed logs of biosolids received, lime addition rates, pH readings, and treatment outcomes will be maintained for regulatory reporting.



6. Final Disposal

- **Land Application:** Treated biosolids will be land-applied in accordance with site-specific management plans to permitted land.
- **Alternative Disposal:** In cases where land application is not feasible, biosolids will be disposed of at a **permitted landfill** or other authorized facility.

7. Wet Weather Contingency Plan

- **Additional Storage Capacity:** Spare trailers and covered storage bins will be available to store biosolids during periods of heavy rainfall.
- **Stormwater Management:** The facility will have stormwater controls in place to prevent runoff contamination.
- **Operational Flexibility:** Hauling schedules will be adjusted as needed to accommodate weather-related disruptions.

8. Conclusion This Treatment Plan ensures that biosolids received from the **City of Tarpon Springs** are handled, processed, and disposed of in full compliance with **FDEP** regulations. Our facility's infrastructure, backup storage capacity, and operational flexibility ensure that treatment remains consistent, even under wet weather conditions.



BLENDING STATEMENT:

The dewatered cake that is hauled from the Tarpon Springs WWTP is usually taken to the AMS Nordgren BTF FLA280348 where it is dumped into a hopper and mixed with water. When liquified, it is transferred to a tank and is processed by itself using a lime slurry to meet the parameters of Class B. Once stabilized, it is loaded into a tanker and taken to a permitted land application site for disposal. We currently have other customers who are serviced by this Biosolid Treatment Facility. During times of maintenance or breakdown, the material from the City would be taken to the AMS Central BTF where the same process is followed. If Tarpon Springs ever needed to produce a liquid biosolid, the liquid would be transferred from the tanker directly into the plant and may be blended with other residuals, then processed using the same procedures as above. Once the mixture has met the standards IAW Chapter 62-640, F.A.C., the liquid is loaded into a tanker and taken to a permitted land application site for disposal. The permitted land application sites currently held by AMS are listed on the operating permits for each of our Biosolids Treatment Facilities. We do not utilize every site for every customer.

Client#: 777186

79APPALMAT

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/21/2025

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 McGriff Insurance Services LLC 741 W. Lanier Ave., Suite 100 Fayetteville, GA 30214-GA 770 471-7100		CONTACT NAME: Michelle Bryan ACSR TRS PHONE (A/C, No, Ext): 770 471-7100 FAX (A/C, No): 7704776908 E-MAIL ADDRESS: MLBryan@mcgriff.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : Kinsale Insurance Company	NAIC # 38920
INSURED Appalachian Material Service Inc. P.O. Box 97 Terra Ceia, FL 34250		INSURER B : National Liability and Fire Ins Co INSURER C : INSURER D : INSURER E : INSURER F :	20052

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		01002899560	03/19/2024	03/19/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 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 ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ FL PIP		73TRB005415	03/19/2024	03/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$10,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Appalachian Material Service, Inc.

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) 1 of 1
 #S36555359/M36555312

The ACORD name and logo are registered marks of ACORD

MLB0



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2978269

DATE (MM/DD/YYYY)

11/07/2024

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 LOCKTON COMPANIES 444 W 47TH STREET, SUITE 900 KANSAS CITY, MO 64112-1906	CONTACT NAME: PHONE (A/C, No, Ext): 844-456-1523 FAX (A/C, No): E-MAIL ADDRESS: dhrcerts@locktonaffinity.com
INSURED Appalachian Material Service Inc dba Appalachian Material Service Inc 9321 Moccasin Wallow Rd Parrish, FL 34219	INSURER(S) AFFORDING COVERAGE INSURER A: A I U INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 19399

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 INSD	SUBR WVD	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 PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	015834129	06/01/2024	06/01/2025	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those employees leased to but not subcontractors of insured

CERTIFICATE HOLDER

Live Oak Banking Company, its successors and/or assigns
1741 Tiburon Drive
Wilmington NC 28403

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



Company ID Number: 1109997



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Appalachian Material Service, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1109997

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 1109997

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



Company ID Number: 1109997

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 1109997

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 1109997

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 1109997

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 1109997

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

Company ID Number: 1109997

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 1109997

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 1109997



B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 1109997



E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 1109997

Approved by:

Employer Appalachian Material Service, Inc.	
Name (Please Type or Print) Kathleen M Smith	Title
Signature Electronically Signed	Date 07/13/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/13/2016



Company ID Number: 1109997

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Appalachian Material Service, Inc.
Company Facility Address	1250 Vigiron Road Fort Meade, FL 33841
Company Alternate Address	PO Box 12 Bartow, FL 33831
County or Parish	POLK
Employer Identification Number	581849283
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser's Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser's Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 261605

CLASS: B

EXPIRES:

09/30/2025

OWNER NAME	LOCATION
JADE STINSON	1250 VIGIRON RD FORT MEADE

BUSINESS NAME AND MAILING ADDRESS

APPALACHIAN MATERIAL SERVICE INC
APPALACHIAN MATERIAL SERVICE INC
PO BOX 12
BARTOW, FL 38831

CODE

220050
480020

ACTIVITY TYPE

WASTEWATER TREATMENT PLANT
INTRASTATE HOUSEHOLD MOVER

PROFESSIONAL LICENSE (IF APPLICABLE)
DEP FLA467049

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
DISPLAYED AT THE BUSINESS LOCATION

PAID - 3126536 02/13/2025 LLM

TAX 57.75

APPALACHIAN MATERIAL SERVICE INC



Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Scott Taylor

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

Appalachian Material Service

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

☐ Individual/sole proprietor

☒ C corporation

☐ S corporation

☐ Partnership

☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

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

P.O.Box 12

6 City, state, and ZIP code

Bartow, FL 33831.

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

-

-

or

Employer identification number

5

8

-

1

8

4

9

2

8

3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of U.S. person

241193843F264F8...

Date

2/11/2025

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

Page 397 of 488

Current Third Party Drug Free Provider



Appalachian Material Services, Inc.
IS PROUD TO BE A DRUG FREE WORKPLACE

NMS Management Services, Inc. certifies that
Appalachian Material Services, Inc. implemented a
Drug Free Workplace Program in accordance
with the current requirements for DHHS.

Effective Date: February 01, 2004

Certified by: *Claine Zauls*

*For verification purposes or for details on Drug-Free Workplace,
please contact NMS Management Services at (800) 269-0502*



Department of State / Division of Corporations / Search Records / Search by Entity Name /

[Previous On List](#)[Next On List](#)[Return to List](#)

Appalachian Material

Search

[Events](#)**No Name History**

Detail by Entity Name

Florida Profit Corporation
APPALACHIAN MATERIAL SERVICE, INC.

Filing Information

Document Number	K94321
FEI/EIN Number	58-1849283
Date Filed	06/09/1989
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/20/2024
Event Effective Date	NONE

Principal Address

382 NE 191ST ST #905791
MIAMI, FL 33179

Changed: 12/20/2024

Mailing Address

382 NE 191ST ST #905791
MIAMI, FL 33179

Changed: 12/20/2024

Registered Agent Name & Address

TAYLOR, SCOTT
382 NE 191ST ST #905791
MIAMI, FL 33179

Name Changed: 12/20/2024

Address Changed: 12/20/2024

Officer/Director Detail

Name & Address

Title DPS

TAYLOR, SCOTT
382 NE 191ST ST #905791
MIAMI, FL 33179

Title DVT

STINSON, JADE
382 NE 191ST ST #905791
MIAMI, FL 33179

Annual Reports

Report Year	Filed Date
2022	01/27/2022
2023	02/07/2023
2024	02/19/2024

Document Images

12/20/2024 -- Amendment	View image in PDF format
02/19/2024 -- ANNUAL REPORT	View image in PDF format
02/07/2023 -- ANNUAL REPORT	View image in PDF format
01/27/2022 -- ANNUAL REPORT	View image in PDF format
03/09/2021 -- ANNUAL REPORT	View image in PDF format
02/25/2020 -- ANNUAL REPORT	View image in PDF format
03/22/2019 -- ANNUAL REPORT	View image in PDF format
03/08/2018 -- ANNUAL REPORT	View image in PDF format
02/16/2017 -- ANNUAL REPORT	View image in PDF format
04/07/2016 -- Amendment	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
03/02/2015 -- ANNUAL REPORT	View image in PDF format
10/03/2014 -- Amendment	View image in PDF format
04/01/2014 -- ANNUAL REPORT	View image in PDF format
03/20/2013 -- ANNUAL REPORT	View image in PDF format
01/04/2012 -- ANNUAL REPORT	View image in PDF format
02/21/2011 -- ANNUAL REPORT	View image in PDF format
02/09/2010 -- ANNUAL REPORT	View image in PDF format
02/19/2009 -- ANNUAL REPORT	View image in PDF format
02/19/2008 -- ANNUAL REPORT	View image in PDF format
12/12/2007 -- ANNUAL REPORT	View image in PDF format
03/06/2007 -- ANNUAL REPORT	View image in PDF format
04/12/2006 -- ANNUAL REPORT	View image in PDF format
03/15/2005 -- ANNUAL REPORT	View image in PDF format
01/13/2004 -- ANNUAL REPORT	View image in PDF format
04/24/2003 -- ANNUAL REPORT	View image in PDF format
04/17/2002 -- ANNUAL REPORT	View image in PDF format
05/02/2001 -- ANNUAL REPORT	View image in PDF format
05/01/2000 -- ANNUAL REPORT	View image in PDF format
04/13/1999 -- ANNUAL REPORT	View image in PDF format
03/11/1998 -- ANNUAL REPORT	View image in PDF format
08/04/1997 -- ANNUAL REPORT	View image in PDF format
04/23/1996 -- ANNUAL REPORT	View image in PDF format
04/26/1995 -- ANNUAL REPORT	View image in PDF format

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Appalachian Material

Search

[Events](#)**No Name History**



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State



June 12, 1989

JOHN D. PETTIGREW, ESQ.
324 8TH AVE W.
SUITE 103
PALMETTO, FL 34221

Dear MR. PETTIGREW:

The Articles of Incorporation for APPALACHIAN MATERIAL SERVICE, INC. were filed on June 9, 1989, and assigned document number K94321.

Your check for \$70.00 covering the various fees has been received.

Enclosed is a certified copy of the articles.

A corporation annual report will be due this office between January 1 and July 1 of next year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-424-3676 and requesting form SS-4.

Should you have question regarding corporations, please telephone (904)487-6052, the New Filing Section.

TRACEY A. HALL
Division of Corporations

Primary Responses

Success: All data is valid!

						Numeric	
Status	Bid/No Bid Decision	#	Item Name	Quantity Required	Estimated Annual Usage in Tons	Unit Price	Total Cost
Success: All values provided	Bid	#0-1	Dewatered Cake Sludge Hauling and Treatment Services pursuant to Bid documents. *Unit price is calculated per Ton; Total Cost = Unit price x Estimated Usage (Quantity Required).	2400	TONS	\$ 89.50	\$ 214,800.00
Not Bidding	No Bid	#0-2	Dewatered Cake Sludge Hauling and Treatment Services pursuant to Bid documents. *Unit price is calculated per Ton; Total Cost = Unit price x Estimated Usage (Quantity Required).	2500	TONS		-
Basket Total							\$ 214,800.00
Grand Total							\$ 214,800.00

CONSENT ITEMS 2.11

Approval of Utility Service **Agreement 45-25-04** for 9024 Fairway Loop Dade City, FL 33525

Issue:

Background:

Attachment(s):

1. 45-25-04 Utility Agreement for 9024 Fairway Loop Dade City_ FL 33525(32632071.1)

Fiscal Impact:

Staff Recommendation:

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 27th day of February, 2025, between
CH REALTY IX-LEGACY MHC TAMPA HIGHLANDS LP hereinafter referred to as parties of the first
part, and the City of Zephyrhills, a municipal corporation, hereinafter referred to as the City.

WITNESSETH

WHEREAS, the parties of the first part owning land outside the corporate City limits of the
City of Zephyrhills have requested certain utility services, and

WHEREAS, the City Council of the City of Zephyrhills has established a plan for the
provision of utility services outside the corporate limits, and

WHEREAS, this agreement must be executed by all interested parties for the providing of
such utility services.

NOW, THEREFORE, BE IT AGREED between the parties hereto as follows:

1. The City does hereby agree to provide services to the parties of the first part consisting of
water/sewer to the parcel of land described as follows:

Physical Address: 9024 FAIRWAY LOOP DADE CITY , FL 33525

Parcel Identification Number: 24-25-21-0010-08700-0000

Legal Description

ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 POR OF TRACTS 87 89 90 104 & 105 & ALL OF
TRACTS 103 & 106 & POR OF VACATED R/W ADJACENT TO SAID TRACTS ALL MORE PARTICULARLY
DESC AS FOLL: COM AT SW COR OF SEC TH N00DG 19' 06"E ALG WEST BDY OF SEC 1101.83 FT FOR
POB TH N00DG 19' 06"E ALG SAID BDY 180 FT TH N89DG 53' 42"E 337.90 FT TH N81DG 00' 00"E 781.53
FT TH N00DG 19' 32"E 579.35 FT TH S89DG 55' 42"E 215 FT TH S00DG 19' 32"W 1322.36 FT TH N89DG 59'
01"W 685 FT TH N26DG 15' 00"W 491.66 FT TH S89DG 53' 42"W 419.13 FT TO POB & VACATED 15.00 FT
R/W LYING EAST OF & ADJACENT TO TRACTS 87 & 90 PER RESOLUTION 00-36 PER OR 4268 PG
1635;EXC THE SOUTH 80.00 FT OF EAST 65.00 FT OF TRACT 106 & EXC SOUTH 80.00 FT OF WEST
15.00 FT OF VACATED R/W LYING EAST OF & ADJACENT TO SAID TRACT 106 OR 7212 PG 1141

2. The parties of the first part do hereby affirm that the lands to which said services shall be
provided are/are not contiguous to the corporate limits of the City of Zephyrhills, and that said
parties of the first part are the owners of lands involved, described above.

3. By the execution of this agreement the parties of the first part do hereby agree that all lands
involved in this agreement shall at the sole discretion of the City, be annexed and become part of
the City of Zephyrhills by ordinance when said property becomes contiguous to the corporate
boundaries of the City of Zephyrhills.

Furthermore, the parties of the first part shall do all things necessary to execute any instruments
required to effect such annexation, and in the absence thereof, does hereby appoint the City
Manager of Zephyrhills as attorney-in-fact to sign such documents as are necessary for such
annexation on behalf of the parties of the first part or their successors or assigns.

4. (a) The parties of the first part shall be liable for all costs incurred in the installation of
water lines, sewer lines or conduit of any type for the purposes of providing the municipal services
aforementioned and shall indemnify the City against any claim for such installation.

(b) If such water lines, sewer lines or conduit will be available to serve other intervening
land, the City, at its sole discretion, may reimburse the parties of the first part for a portion of the
cost of construction, such reimbursement being consistent with current City policy as expressed by
Resolution or Ordinance.

(c) Prior to the time that said land area involved is annexed to and becomes part of the City
of Zephyrhills, the parties of the first part do hereby agree to be solely responsible for the payment

of any consumer rate or fee levied by the City of Zephyrhills for the aforementioned municipal service(s) provided to the land involved therein.

(d) Default in any payment due the City for such municipal services prior to annexation shall give the City the immediate right to terminate the municipal services provided for above, but shall not operate to waive any other rights to enforce this agreement by the City.

5. Other than timely providing the service as hereinabove referenced, it is agreed that this contract creates no obligation of the City to provide other City services to the referenced property in any manner other than as growth permits in the sole discretion of the City, provided, however, that at any time the City exercised its discretion to provide those services, party of the first part shall be obligated for all costs incurred in the installation of those lines or conduit from the closest feasible attachment point now existing to the boundary line of the property owned by the parties of the first part and contemplated herein as well as within the limits of the referenced property owned by the parties of the first part.

6. Water meters shall be installed on all units (residential and business) located on the above-referenced lands as determined by the City. The party of the first part does hereby agree to become liable for per unit connection fees at the rate existing at the time services are connected plus the costs of water meters installed and the cost of extending the present water/sewer lines to the aforementioned lands. In addition, all costs of inspection of connecting lines deemed necessary by the City shall be billed to party of the first part at City's costs and paid for when billed.

Should the party of the first part fail to pay the aforementioned fees and costs with the time designated, the City shall be entitled to a lien against the premises herein described, which shall bear interest at the rate charged for similar liens, and may be foreclosed at the option of the City. Any such foreclosure action shall obligate the party of the first part, in addition to the aforementioned fees and costs, to pay to the City all costs and reasonable attorney fees incurred in such action.

7. Notwithstanding the provisions of paragraph 6, above, parties of the first part acknowledge that they are aware of the present connection fees and water meter installation charges; that the charges as to this specific property shall be:

1. Those in effect at the time of connection, the time of application therefor or the time the connection fee is paid, whichever is greater; or

2. The City agrees that the present connection rates in effect at the time of approval of this petition shall apply provided payment is made in full for all such connection charges within ninety (90) days of the approval of this petition.

8. The City's obligation to supply the services herein shall not be binding unless connection fees shall be paid within six (6) months after approval of this petition. All others shall be at the discretion of the City.

9. Parties of the first part do agree to submit all plans, site plans, and construction plans to the City for review prior to the construction of any improvement and do agree to amend those plans to comply with the minimum standards of the City for the construction and installation of public utilities.

10. Parties of the first part shall execute any easement necessary granting unto the City the right to use all streets, alleys, or thoroughfares and utility easements presently located on, or to be

located on, said lands at a future date in order that the City may have full right of access for the purpose of maintenance of and providing the requested service(s) to said lands.

11. This agreement shall be a covenant running with the land and shall be binding upon all parties, their heirs, administrators, executors, or assigns, it being fully understood between all parties that this agreement is executed in conformity with the appropriate recording statutes and will be filed in the Official Records of Pasco County, Florida, by either party.

CITY OF ZEPHYRHILLS

ATTEST
CITY CLERK

BY: PRESIDENT OF CITY COUNCIL

BY: MAYOR

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared
Kenneth M. Burgess, Jr., President of City Council, Melonie Monson Bahr, Mayor and Ricardo Quinones, City Clerk, respectively, known by me to be the persons described in and who executed the foregoing agreement on behalf of the City of Zephyrhills. WITNESS my hand and official seal in the State and County aforesaid this ____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires:

(SEAL)
x
Witness Signature
Witness Printed Name
x
Witness Signature
Witness Printed Name
x
Witness Signature
Witness Printed Name
x
Witness Signature
Witness Printed Name
x
Witness Signature
Witness Printed Name
Charlotte Koberg
x
Witness Signature
Witness Printed Name
Reagan Dolliver

x
Applicant Signature
Applicant Printed Name
x
Applicant Signature
Applicant Printed Name
Patrick O'Malley

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared
Patrick O'Malley known by me to be the person(s) described in or who produced Driver's License as identification and who executed the foregoing agreement on behalf of the party of the first part. WITNESS my hand and official seal in the State and County aforesaid this 6 day of March, 20 25.

Brittany Lynn Thomas
NOTARY PUBLIC
My Commission Expires: Oct 5, 2027

(SEAL)



DOCUMENT# A22000000025

Entity Name: CH REALTY IX-LEGACY MHC TAMPA HIGHLANDS, L.P.

Current Principal Place of Business:

8800 EAST RAINTREE DR
SUITE 295
SCOTTSDALE, AZ 85260

Current Mailing Address:

8800 EAST RAINTREE DR
SUITE 295
SCOTTSDALE, AZ 85260 US

FEI Number: 87-4354749

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

General Partner Detail :

Document #
Name CH REALTY IX-LEGACY MHC TAMPA
HIGHLANDS GP, L.L.C.
Address 8800 EAST RAINTREE DR
SUITE 295
City-State-Zip: SCOTTSDALE AZ 85260

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a general partner of the limited partnership or the receiver or trustee empowered to execute this report as required by Chapter 620, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PATRICK O'MALLEY

AUTHORIZED PERSON 02/02/2024

Electronic Signature of Signing General Partner Detail

Date

CONSENT ITEMS 2.12

Approval of Utility Service **Agreement 45-25-05** for 38605 Tucker Road, Zephyrhills Fl 33542

Issue:

Background:

Attachment(s):

1. 45-25-05 Utility Agreement for 38605 Tucker Road , Zephyrhills Fl 33542

Fiscal Impact:

Staff Recommendation:

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 26TH day of March, 2025, between
HATFIELD ROGER W TRUST HATFIELD ROGER W TRUSTEE hereinafter referred to as parties of the first
part, and the City of Zephyrhills, a municipal corporation, hereinafter referred to as the City.

WITNESSETH

WHEREAS, the parties of the first part owning land outside the corporate City limits of the
City of Zephyrhills have requested certain utility services, and

WHEREAS, the City Council of the City of Zephyrhills has established a plan for the
provision of utility services outside the corporate limits, and

WHEREAS, this agreement must be executed by all interested parties for the providing of
such utility services.

NOW, THEREFORE, BE IT AGREED between the parties hereto as follows:

1. The City does hereby agree to provide services to the parties of the first part consisting of
water/sewer to the parcel of land described as follows:

Physical Address: 38605 Tucker Road , Zephyrhills FL 33542

Parcel Identification Number: 14 26 21 0100 12500 0020

Legal Description: ZEPHYRHILL COLONY COMPANY LANDS PB 1 PG 55 THAT PORTION
OF TRACT 125 EAST OF SR 39 EXC NORTH 6 FT OF WEST 198.99 FT
OF SAID TRACT LYING EAST OF SR 39 LESS THE SOUTH 25 FT
THEREOF; SUBJECT TO EASEMENT FOR UTILITIES PER OR 9204 PG
1797 OR 9123 PG 1651

2. The parties of the first part do hereby affirm that the lands to which said services shall be
provided are/are not contiguous to the corporate limits of the City of Zephyrhills, and that said
parties of the first part are the owners of lands involved, described above.

3. By the execution of this agreement the parties of the first part do hereby agree that all lands
involved in this agreement shall at the sole discretion of the City, be annexed and become part of
the City of Zephyrhills by ordinance when said property becomes contiguous to the corporate
boundaries of the City of Zephyrhills.

Furthermore, the parties of the first part shall do all things necessary to execute any instruments
required to effect such annexation, and in the absence thereof, does hereby appoint the City
Manager of Zephyrhills as attorney-in-fact to sign such documents as are necessary for such
annexation on behalf of the parties of the first part or their successors or assigns.

4. (a) The parties of the first part shall be liable for all costs incurred in the installation of
water lines, ~~sewer lines~~ or conduit of any type for the purposes of providing the municipal services
aforementioned and shall indemnify the City against any claim for such installation.

(b) If such water lines, ~~sewer lines~~ or conduit will be available to serve other intervening
land, the City, at its sole discretion, may reimburse the parties of the first part for a portion of the
cost of construction, such reimbursement being consistent with current City policy as expressed by
Resolution or Ordinance.

(c) Prior to the time that said land area involved is annexed to and becomes part of the City
of Zephyrhills, the parties of the first part do hereby agree to be solely responsible for the payment

of any consumer rate or fee levied by the City of Zephyrhills for the aforementioned municipal service(s) provided to the land involved therein.

(d) Default in any payment due the City for such municipal services prior to annexation shall give the City the immediate right to terminate the municipal services provided for above, but shall not operate to waive any other rights to enforce this agreement by the City.

5. Other than timely providing the service as hereinabove referenced, it is agreed that this contract creates no obligation of the City to provide other City services to the referenced property in any manner other than as growth permits in the sole discretion of the City, provided, however, that at any time the City exercised its discretion to provide those services, party of the first part shall be obligated for all costs incurred in the installation of those lines or conduit from the closest feasible attachment point now existing to the boundary line of the property owned by the parties of the first part and contemplated herein as well as within the limits of the referenced property owned by the parties of the first part.

6. Water meters shall be installed on all units (residential and ~~business~~) located on the above-referenced lands as determined by the City. The party of the first part does hereby agree to become liable for per unit connection fees at the rate existing at the time services are connected plus the costs of water meters installed and the cost of extending the present water/sewer lines to the aforementioned lands. In addition, all costs of inspection of connecting lines deemed necessary by the City shall be billed to party of the first part at City's costs and paid for when billed.

Should the party of the first part fail to pay the aforementioned fees and costs with the time designated, the City shall be entitled to a lien against the premises herein described, which shall bear interest at the rate charged for similar liens, and may be foreclosed at the option of the City. Any such foreclosure action shall obligate the party of the first part, in addition to the aforementioned fees and costs, to pay to the City all costs and reasonable attorney fees incurred in such action.

7. Notwithstanding the provisions of paragraph 6, above, parties of the first part acknowledge that they are aware of the present connection fees and water meter installation charges; that the charges as to this specific property shall be:

1. Those in effect at the time of connection, the time of application therefor or the time the connection fee is paid, whichever is greater; or

2. The City agrees that the present connection rates in effect at the time of approval of this petition shall apply provided payment is made in full for all such connection charges within ninety (90) days of the approval of this petition.

8. The City's obligation to supply the services herein shall not be binding unless connection fees shall be paid within six (6) months after approval of this petition. All others shall be at the discretion of the City.

9. Parties of the first part do agree to submit all plans, site plans, and construction plans to the City for review prior to the construction of any improvement and do agree to amend those plans to comply with the minimum standards of the City for the construction and installation of public utilities.

10. Parties of the first part shall execute any easement necessary granting unto the City the right to use all streets, alleys, or thoroughfares and utility easements presently located on, or to be

located on, said lands at a future date in order that the City may have full right of access for the purpose of maintenance of and providing the requested service(s) to said lands.

11. This agreement shall be a covenant running with the land and shall be binding upon all parties, their heirs, administrators, executors, or assigns, it being fully understood between all parties that this agreement is executed in conformity with the appropriate recording statutes and will be filed in the Official Records of Pasco County, Florida, by either party.

CITY OF ZEPHYRHILLS

ATTEST _____
CITY CLERK

BY: _____
PRESIDENT OF CITY COUNCIL

BY: _____
MAYOR

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared
Kenneth M. Burgess, Jr., President of City Council, Melonie Monson Bahr,
Mayor and Ricardo Quinones, City Clerk, respectively, known by me to be the persons described in and who executed the foregoing agreement on behalf of the City of Zephyrhills.

WITNESS my hand and official seal in the State and County aforesaid this _____ day of _____, 20_____.

(SEAL)

x Lindsay Bateman
Witness Signature

Lindsay Bateman
Witness Printed Name

x Joel Bacon
Witness Signature

Joel Bacon
Witness Printed Name

x _____
Witness Signature

Witness Printed Name

x _____
Witness Signature

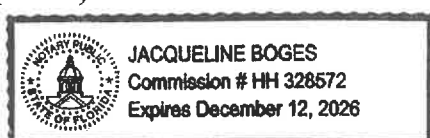
Witness Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared
Roger William Hatfield known by me to be the person(s) described in or who produced
Florida Drivers License as identification and who executed the foregoing agreement on behalf of the party of the first part.

WITNESS my hand and official seal in the State and County aforesaid this 26th day of
March, 2025.

(SEAL)



NOTARY PUBLIC

My Commission Expires:

x Roger W Hatfield
Applicant Signature

ROGER HATFIELD
Applicant Printed Name

x _____
Applicant Signature

Applicant Printed Name

NOTARY PUBLIC

My Commission Expires: December 12, 2026

CONSENT ITEMS 2.13

Approval of Task Assignment to Odyssey to Replace the WWTP Chlorine Tanks and Pumps

Issue:

Approval of Task Assignment to Odyssey to Replace the WWTP Chlorine Tanks and Pumps

Background:

The two, 3,100 gallon sodium hypochlorite tanks and associated pumps have come to the end of their useful life expectancy and need to be replaced.

This system is used to remove any pathogens prior to discharge.

Attachment(s):

1. WWTP - Replacment of Bleach Tanks & Skid
2. Piggyback Agreement - Odyssey - Executed(32650448.2)

Fiscal Impact:

Currently budgeted in the amount of \$200,000. The quote is for \$120,682.00

Staff Recommendation:

It is the staffs recommendation to the City Council to approve this item as presented.



QUOTE

From: Jackson Reeves
To: OJ Kurk – Wastewater Superintendent
Location: City of Zephyrhills WWTP – 39825 Alston Ave. Zephyrhills, FL
Subject: Replacement of Sodium Hypochlorite (Bleach) Storage Tanks & Skid
Date: March 12, 2025

Please find quote below for Odyssey Mfg Co. to do a turnkey project of replacing the bleach tanks and skid at the City of Zephyrhills WWTP.

The overall project plan would be as follows ...

1. Remove existing storage tanks and replace them with two new Poly Process D/W 3,150-gallon tanks.
2. Remove existing skid-on-the-wall design and install a new Blue Planet Environmental Systems (BPES) triplex skid with three KECO Ragazzinni S10 peristaltic model pumps.

The installation of the tanks and skid will take a few days, but we can plan to keep you up and running with a temp system, if you cannot be down for that amount of time. This can be coordinated closer to the actual project date. The installation plan would be as follows ...

1. TANKS

- a. **Transfer Bleach & Remove Tank(s)** – transfer remaining bleach into the other storage tank and remove the empty tank (*we will coordinate the install when the levels in both tanks are low can a minimal amount of transfer is needed*).
- b. **Install New Tank(s)** – install a new tank in its place and start plumbing take into system (*once a valve is placed on the new tank, we will start transferring bleach into this tank to then repeat steps a & b for the second tank*).
- c. **Replumb/Reconnect Piping/Plumbing** – Replumb fill lines, suction/supply lines, vents, sight glasses
- d. **Check for leaks and Clean-Up**

2. SKID

- a. **Demo/Remove old pumps and wall-on-the-shelf piping**
- b. **Place and Install New Skid**
 - i. *The plan is to use existing HOA panels for each pump on the new skid (this is the most efficient and effective way to install the new pump skid since the electrical for each pump runs from each dedicated HOA panel to the main control panel)*
 - ii. *Electrical will be hooked up from power to run the pumps as well as from the pumps, on the skid, to their dedicated HOA panel. The electrical from the HOA's to the main control panel will not be touched as this is all run under the ground in the dedicated conduit already there*
- c. **Check to make sure pumps are running correctly and for any leaks, then Clean-Up.**

Details of the installation are below...

TANKS

- **(2) Poly Processing D/W 3,150-GAL Tanks** (122"D X 91"H) – 1.9 SG, 2" SCH80 PVC B.O.S.S. Bottom Fitting
- **2" PVC SCH80 Fill Lines** – Replumb for each tank (hard pipe fill line)
- **2" PVC SCH80 Suction Lines** – 2" Fitting, to 2" valve (will attach existing actuator onto valve), to flex hose with a union, then plumb in new 2" hard pipe main suction/discharge line running to skid
- **Vents** – New 3" U-Vent on each tank
- **Sight Glasses** – New ½" clear sight glass on each tank
- **Proper Stickers and Placards** (1791 UN Label, NFPA) – on each tank
- **Remove & Dispose of Old Tanks**

SKID

- **(1) BPES Triplex (3 Pump) Skid with KECO Ragazinni S10 Peristaltic Pumps** (Open Design)
- 1/2" SCH80 PVC/Viton Piping with Instrumentation (Cal Column, Pressure Gauge, BPV, PRV, Y-Strainer)
- Skid Mounted NEMA 4X FRP Terminal Box (for 460V 3P power from existing control panel)
- 3 Spare Pump Hoses
- New Stack Vents (run back to tanks)

CITY OF ZEPHYRHILLS WWTP (NEW BLEACH TANKS)			
QUANTITY	DISCRIPTION	UNIT COST	COST
2	Poly Processing D/W 3,150-GAL Tank ¹ SG 1.9 2" B.O.S.S. Fitting	\$ 22,889.00	\$ 45,778.00
2	Tank PVC Fittings & Pipe - Suction Line, Fill Line, Level Sensor, Vent	\$ 2,450.00	\$ 4,900.00
1	BPES Triplex Skid (KECO Ragazinni S10 Pumps)	\$ 47,979.00	\$ 47,979.00
1	Lot SCH-80 PVC - 2" Pipe, Valves, Fittings	\$ 2,875.00	\$ 2,875.00
1	Lot SCH-80 PVC - 1/2" Pipe, Valves, Fittings	\$ 800.00	\$ 800.00
1	MISC Parts - Strut, Clamps, Glue, Primer, Stickers	\$ 1,250.00	\$ 1,250.00
1	Lull Rental - 10K	\$ 1,000.00	\$ 1,000.00
2	Tank Disposal Fee	\$ 2,500.00	\$ 5,000.00
60	Technician/Electrician - Labor Rate (by hour)	\$ 125.00	\$ 7,500.00
48	Technician/Electrician Helper - Labor Rate (by hour)	\$ 75.00	\$ 3,600.00
TOTAL			\$ 120,682.00
BOND	P&P BOND (1.01% OF FINAL AMOUNT OF PROJECT)	1.01%	\$ 1,218.89
TOTAL			\$ 121,900.89
* PRICES <u>DO NOT</u> INCLUDE TAX, (IF APPLICABLE)			
¹ TANK SIZE - 122"D X 91"H INCLUDES SHIPPING			

General Notes

1. All Plumbing: pipe and fittings are SCH80 PVC; all ball valves are SCH-80 PVC Asahi True Union Ball Valves (Viton).
2. Changes to tank installation different from current setup ...
 - a. NO Ladders & Overflows
 - b. Bottom suction fittings do not include the bellow fitting (the dome around the actual fitting)
 - c. Tanks will be natural in color, not black.
3. Since the level transducers do work for the SCADA, the plan would be to install them back up on top of the tank. However, since the secondary displays at the tanks, we would not touch those displays and have the sight glasses on the tanks for personnel to use. These will be clear so you can read the tank level. City personnel can choose to demo those displays (before or after install) if they wish to.
4. A P&P Bond will be secure for the project once a NTP is issued.

Schedule (of Events) – *Once NTP is issued these are the lead times and amount of time to complete work*
 Material (10-16 weeks)

- Order Tanks – Lead Time: 12-16 weeks
- Order Pumps for Skid – Lead Time: 4-6 weeks
- Once pumps are in ... Build Skid: 6-8 weeks

Installation (< 1 week)

- Demo (by Odyssey) – 0.5 - 1 day
- Install New Tanks and Plumb in System – 1 - 1.5 days
- Install New Skid – 1 - 1.5 days
- Final Punchlist, Check for Leaks, Cleanup – 0.5 day

Please review and advise if you have any questions. If you would like to proceed, please advise and provide PO and/or NTP. These are special order tanks and pumps, so one will be required to order. Thanks,

Jackson Reeves

Sales Manager

Odyssey Manufacturing

This quote is valid for 45 days from the date of this quote. Pricing "may" change after expiration of quote.

AGREEMENT TO PIGGYBACK A CONTRACT FOR GOODS
OR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, **Odyssey Manufacturing Co.**, a Delaware corporation authorized to do business in Florida, having its principal office at 1484 Massaro Blvd., Tampa, FL 33619 (“Contractor”) entered into an agreement dated October 18, 2023, with the **Town of Davie**, a political subdivision of the State of Florida, for Chemical System Maintenance and Repair (RFP-JA-23-59), attached as Exhibit “A,” services procured pursuant to F.S. §287.057, (the “Agreement”).

WHEREAS, the **City of Zephyrhills, Florida**, a Florida municipal corporation having a principal office at 5335 8th St. Zephyrhills, FL 33542, a Florida municipal corporation (“City”) has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to “piggyback” onto a contract procured pursuant to F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to “piggyback” onto the referenced Agreement between the Contractor and the Town of Davie for utilization of the same or similar services and the Contractor consents to the aforesaid “piggybacking”.

NOW THEREFORE, having found it to be in the public interest,

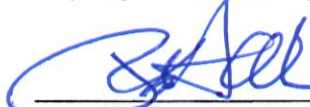
1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the goods services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The purpose of this Agreement is for the Contractor to provide Chemical System Maintenance and Repair services to the City’s utilities department. The terms and conditions of the Agreement between the Town of Davie and Odyssey Manufacturing Co. dated October 18, 2023 (“Town of Davie Agreement”) shall be incorporated herein by this reference and, except as otherwise provided herein, shall apply to this Contract. Contractor’s fees and charges shall be as provided in the Town of Davie Agreement. References to Town of Davie in said documents shall mean the City of Zephyrhills. All work shall be subject to separate Task Order(s) agreed upon between the parties. All Task Orders shall be signed by the City Manager.
4. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.

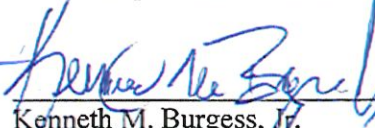
5. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.
6. Notwithstanding any provision herein to the contrary, the City may terminate this Agreement at any time without regard to cause at City's convenience with thirty (30) days' notice to Company. In such event, the Company shall only be entitled to payment for services actually performed hereunder prior to such termination.
7. The City reserves the right to delete any portion of this contract at any time without cause. If such right is exercised, the total fee shall be reduced by the amount established for that service. If work has already been accomplished on the portion of the contract to be deleted, the Company shall be paid for the work performed through the notification effective date of the deleted services.
8. City expressly retains all rights, benefits, and immunities of sovereign immunity. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or limits of liability contained in Section 768.28, Florida Statutes.
9. **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 813-780-0000, EXT. 3543 OR CITYCLERK@CLZEPHYRHILLS.FL.US OR CITY CLERK - CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET - ZEPHYRHILLS, FLORIDA 33542.**
10. Indemnity. Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

11. Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Odyssey Manufacturing Co.,

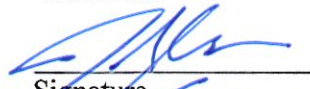
City of Zephyrhills, Florida

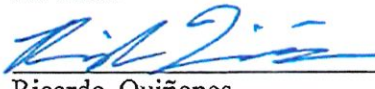
 2/25/2025
Signature Date
Jackson H. Allen, General Manager
Print Name Title

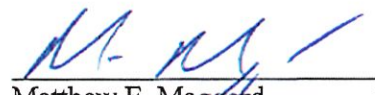
 2/24/25
Kenneth M. Burgess, Jr. Date
Council President

WITNESS

ATTEST

 2/25/25
Signature Date
JACKSON REEVES

 2/24/25
Ricardo Quiñones Date
City Clerk

 2/24/25
Matthew E. Maggard Date
City Attorney

Town of Davie
RFP-JA-23-59 Chemical System Maintenance and Repair Services

AGREEMENT No. RFP-JA-23-59
BETWEEN THE TOWN OF DAVIE
AND
ODYSSEY MANUFACTURING CO.

THIS AGREEMENT is made and entered October 18, 2023 by and between Odyssey Manufacturing Co., a corporation organized and existing under the laws of the State of Florida, with offices at **1484 Massaro Blvd, Tampa, FL 33619** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 8800 SW 36 Street, Davie, FL 33328 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals ("RFP") No. RFP-JA-23-59 Chemical System Maintenance and Repair Services** which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated June 20, 2023, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
4. The Town agrees to make payment in accordance with the terms and conditions of the Request for

Town of Davie
RFP-JA-23-59 Chemical System Maintenance and Repair Services

Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in Agreement No. RFP-JA-23-59 unless Contractor is otherwise notified by the Town. The initial term is three (years) from the date of execution and there are three (3) one (1) year renewals. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the final signature below.

ODYSSEY MANUFACTURING CO.

By: [Signature]
(Signature)

Name: Patrick H. Allman
(Print)

Title: General Manager

Date: 8.30.2023

Attest: [Signature]
Corporate Seal

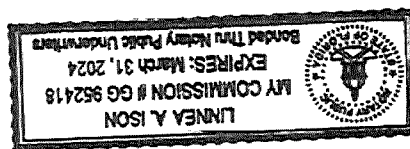
STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of August, 2023 by Patrick H. Allman who is personally known to me or produced _____ as identification who did/did not take an oath.

[Signature]
Notary

8/30/2023
Date



Town of Davie
RFP-JA-23-59 Chemical System Maintenance and Repair Services

TOWN OF DAVIE

By: _____

Mayor Judith Paul

Date: _____

10/18/23

STATE OF FLORIDA

COUNTY OF BROWARD



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of OCTOBER, 2023 by Judy Paul who is personally known to me or produced _____ as identification who did/did not take an oath.

Christina Guastl
Notary

10/18/23
Date

Attest: [Signature]
Evelyn Roig, Town Clerk

Approved as to form
and legal sufficiency

[Signature]
Allan Weinthal, Town Attorney

CONSENT ITEMS 2.14

Request Council approval of six (6) Task Assignments to RCM Utilities for Lift Station Rehabilitations

Issue:

Request Council approval of six (6) Task Assignments to RCM Utilities for Lift Station Rehabilitations

Background:

For the past 11 plus years, the Wastewater Division has been rehabilitating its lift stations to bring them up to current operational standards.

For this fiscal year we have six (6) scheduled.

Attachment(s):

1. RCM_LS26_Proposal_V3
2. RCM_LS31_Proposal_V3
3. RCM_LS44_Proposal_V3
4. RCM_LS47_Proposal_V3
5. RCM_LS50_Proposal_V3
6. RCM_LS3_Proposal_V3

Fiscal Impact:

Lift Station Rehabilitations have been budgeted for FY 25. The following list includes the station number and the cost.

3 - \$83,891.15

26- \$87,462.22

31- \$91,182.80

44- \$129,318.92

47- \$95,046.92

50- \$125,320.69

TOTAL - \$612,222.70

Staff Recommendation:

It is the staff's recommendation to the City Council to approve this item as presented.



Construction & Maintenance

Date: 01/16/2025

To: City of Zephyrhills

RE: Lift Station 26 Rehabilitation

- Purpose
 - Task authorization for construction services as requested from Joey Theel for the Rehabilitation of lift station 26.
- Compensation and Contract
 - A budget for the work as stated totaling \$87,462.22 has been submitted on the Annual City of Zephyrhills water and wastewater miscellaneous construction and maintenance services contract RFP (35-19-01)
 - Completion of project to be 180 calendar days from Notice to Proceed.
 - Based on history and common availability of equipment, 180 day timeline is not seen as an issue, if any delays or long lead times are arise, the City will be notified as soon as possible.
- Scope
 - Please refer to Estimate # 28783700

Owner:

City of Zephyrhills

By: _____

Contractor:

RCM Utilities, LLC

A handwritten signature in black ink, appearing to read "Noah Bates", written over a horizontal line.

Noah Bates



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 28783700
Estimate Date 2/21/2025

Billing Address
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542 USA

Job Address
LS 26 Rehab
5335 8th Street
Zephyrhills, FL 33542 USA

Description of work

City of Zephyrhills Lift Station 26
RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

- Supply, install and maintain a duplex diesel bypass pumping system.

Wet Well

- Demolish and remove all existing base elbows, piping and valving.
- Install (1) new SEWPERCOAT fused calcium aluminate wet well liner.
- Install two (2) new Tsurumi Model 100C42.2 submersible sewage chopper pumps 3HP 230V 3PH
- Install two (2) new 316 Stainless base plates
- Install two (2) new 4" base elbows with discharge guide flanges
- Install two (2) new upper guide rail brackets and new guide rails
- Install one (1) new heavy duty cable hanger
- Install two (2) 4" SDR 11 HDPE discharge risers with stainless cross bracing as needed

Valve Vault

- To be piped like existing 2 in one out.
- Install two (2) new check valves
- Install three (3) new plug valves
- Install one (1) new pump off connection
- Pipe discharge to new isolation valve
- Coal tar valve vault, valving, and piping
- Schedule and perform start up on new pumps

NOTES

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration to include back fill and compact only. Sod and seed by others
- Proposal includes mechanical and pumps only. Control panel not included
- Performance and payment bond included.

Sub-Total	\$87,462.22
Tax	\$0.00
Total Due	\$87,462.22
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

**** ESTIMATE IS VALID FOR 30 DAYS ****

**** ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES. ****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any

delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.

2. **Warranty.** The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.

3. **Payment.** The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

4. **Time.** The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.

5. **Permits and Approvals.** The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.

6. **Contract Documents.** Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

7. **Termination.** The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.

8. **Governing Law; Venue; Attorney Fees.** This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

9. **Assignment; Subcontractors.** This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. **Hazards.** The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. **Insurance; Beneficiaries.** The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. **Consequential Damages.** The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. **Entire Agreement; Modifications.** This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. **ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.** 15. **ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO**

WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

**Water & Wastewater Misc Construction/Maintenance Services
Labor/Equipment Rates Form**

Customer: City of Zephyrhills

Project: Lift Station 26 Rehabilitation

LABOR RATES	RATES		ENTER	SUBTOTAL	ENTER	SUBTOTAL	LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	# WORKING HOURS	# WORKING HOURS	# AFTER HOURS	# AFTER HOURS	
Supervisor	\$ 50.00	\$ 75.00	50	\$ 2,500.00		\$ -	\$ 2,500.00
Foreman	\$ 75.00	\$ 113.00	50	\$ 3,750.00		\$ -	\$ 3,750.00
Helper - Labor Only	\$ 35.00	\$ 53.00	50	\$ 1,750.00		\$ -	\$ 1,750.00
Helper with Truck/Trailer	\$ 50.00	\$ 75.00	50	\$ 2,500.00		\$ -	\$ 2,500.00
Backflow Technician	\$ 40.00	\$ 60.00		\$ -		\$ -	
LABOR RATES TOTAL							\$ 10,500.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	\$ 150.00	\$ 80.00	30.00	\$ 800.00		\$ 2,400.00		\$ 9,600.00		\$ 2,550.00
Back Hoe with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
Vac Truck - 2 Man Crew	\$ 250.00	\$ 280.00		\$ 2,800.00		\$ 14,000.00		\$ 56,000.00		
CCTV Camera Trailer with Operator	\$ 250.00	\$ 175.00		\$ 1,750.00		\$ 8,750.00		\$ 35,000.00		
Tractor with Bucket with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
4" Sewage Bypass Pump with Hoses	\$ 250.00	\$ 40.00	30.00	\$ 250.00		\$ 650.00		\$ 2,600.00		\$ 1,450.00
Bypass Pump Fuel Additional	\$ 4.50	Per Gallon	20.00							90
13000 Watt Generator	\$ 250.00	\$ 40.00		\$ 170.00		\$ 850.00		\$ 3,400.00		
Infiltrator MH Leak Stop Plus Labor	\$ 150.00	\$ 250.00		\$ 150.00		\$ 750.00		\$ 3,000.00		
Metal Fabrication/Welding Lead Man	\$ 150.00	\$ 75.00		\$ 750.00		\$ 3,750.00		\$ 15,000.00		
Metal Fabrication/Welder	\$ 150.00	\$ 65.00		\$ 650.00		\$ 3,250.00		\$ 13,000.00		
Sand Blast Trailer Rig with Crew	\$ 250.00	\$ 295.00		\$ 2,950.00		\$ 14,750.00		\$ 59,000.00		
Sand Blasting Sand	\$ 5.00	Per Bag								
Compactor with Operator	\$ 150.00	\$ 100.00		\$ 1,000.00		\$ 5,000.00		\$ 20,000.00		
Air Compressor Road Bore	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
EQUIPMENT RATES TOTAL										\$ 4,090.00

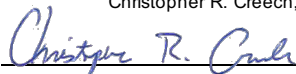
MATERIAL RATES	% Mark UP	COST	MARK-UP	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	52029.82	\$ 13,007.46	\$ 65,037.28
Materials from Stock	25%		\$ -	
Subcontract Labor	20%	5100	\$ 1,020.00	\$ 6,120.00
MATERIAL RATES TOTAL				\$ 71,157.28

SUBTOTAL				\$ 85,747.28
GRAND TOTAL				\$ 87,462.22

PERFORMANCE & PAYMENT BOND	(Yes/No)	Yes	2%
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Company Name: RCM Utilities, LLC

Authorized Representative/ Title: Christopher R. Creech, Mgr.

Signature: 

Date: _____



Construction & Maintenance

Date: 01/16/2025

To: City of Zephyrhills

RE: Lift Station 31 Rehabilitation

- Purpose
 - Task authorization for construction services as requested from Joey Theel for the Rehabilitation of lift station 31.
- Compensation and Contract
 - A budget for the work as stated totaling \$91,182.80 has been submitted on the Annual City of Zephyrhills water and wastewater miscellaneous construction and maintenance services contract RFP (35-19-01)
 - Completion of project to be 180 calendar days from Notice to Proceed.
 - Based on history and common availability of equipment, 180 day timeline is not seen as an issue, if any delays or long lead times arise, the City will be notified as soon as possible.
- Scope
 - Please refer to Estimate # 28771189

Owner:

City of Zephyrhills

By: _____

Contractor:

RCM Utilities, LLC

A handwritten signature in black ink, appearing to read "Noah Bates", written over a horizontal line.

Noah Bates



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 28771189
Estimate Date 2/21/2025

Billing Address
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542 USA

Job Address
LS 31 Rehab
5335 8th Street
Zephyrhills, FL 33542 USA

Description of work

City of Zephyrhills Lift Station 31

RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

- Supply, install and maintain a duplex diesel bypass pumping system.

Wet well

- Demolish and remove all existing base elbows, piping and valving.
- Install (1) new SEWPERCOAT fused calcium aluminate wet well liner.
- Install two (2) new Tsurumi Model 100C42.2 submersible sewage chopper pumps 3HP 230V 3PH
- Install two (2) new 316 Stainless base plates
- Install two (2) new 4" base elbows with discharge guide flanges
- Install two (2) new upper guide rail brackets and new guide rails
- Install one (1) new heavy duty cable hanger
- Install two (2) 4" SDR 11 HDPE discharge risers with stainless cross bracing as needed

Valve Vault

- To be piped like existing 2 in one out.
- Install two (2) new check valves
- Install three (3) new plug valves
- Install one (1) new pump off connection
- Pipe discharge to new isolation valve
- Coal tar valve vault, valving, and piping
- Schedule and perform start up on new pumps

NOTES

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration to include back fill and compact only. Sod and seed by others
- Proposal includes mechanical and pumps only. Control panel not included
- Performance and payment bond included.

Sub-Total	\$91,182.80
Tax	\$0.00
Total Due	\$91,182.80
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

****ESTIMATE IS VALID FOR 30 DAYS****

****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE

OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

**Water & Wastewater Misc Construction/Maintenance Services
Labor/Equipment Rates Form**

Customer: City of Zephyrhills

Project: Lift station 31 Rehabilitation

LABOR RATES	RATES		ENTER	SUBTOTAL	ENTER	SUBTOTAL	LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	# WORKING HOURS	# WORKING HOURS	# AFTER HOURS	# AFTER HOURS	
Supervisor	\$ 50.00	\$ 75.00	50	\$ 2,500.00		\$ -	\$ 2,500.00
Foreman	\$ 75.00	\$ 113.00	50	\$ 3,750.00		\$ -	\$ 3,750.00
Helper - Labor Only	\$ 35.00	\$ 53.00	50	\$ 1,750.00		\$ -	\$ 1,750.00
Helper with Truck/Trailer	\$ 50.00	\$ 75.00	50	\$ 2,500.00		\$ -	\$ 2,500.00
Backflow Technician	\$ 40.00	\$ 60.00		\$ -		\$ -	
LABOR RATES TOTAL							\$ 10,500.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

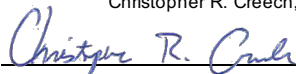
EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	\$ 150.00	\$ 80.00	30.00	\$ 800.00		\$ 2,400.00		\$ 9,600.00		\$ 2,550.00
Back Hoe with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
Vac Truck - 2 Man Crew	\$ 250.00	\$ 280.00		\$ 2,800.00		\$ 14,000.00		\$ 56,000.00		
CCTV Camera Trailer with Operator	\$ 250.00	\$ 175.00		\$ 1,750.00		\$ 8,750.00		\$ 35,000.00		
Tractor with Bucket with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
4" Sewage Bypass Pump with Hoses	\$ 250.00	\$ 40.00	30.00	\$ 250.00		\$ 650.00		\$ 2,600.00		\$ 1,450.00
Bypass Pump Fuel Additional	\$ 4.50	Per Gallon	20.00							90
13000 Watt Generator	\$ 250.00	\$ 40.00		\$ 170.00		\$ 850.00		\$ 3,400.00		
Infiltrator MH Leak Stop Plus Labor	\$ 150.00	\$ 250.00		\$ 150.00		\$ 750.00		\$ 3,000.00		
Metal Fabrication/Welding Lead Man	\$ 150.00	\$ 75.00		\$ 750.00		\$ 3,750.00		\$ 15,000.00		
Metal Fabrication/Welder	\$ 150.00	\$ 65.00		\$ 650.00		\$ 3,250.00		\$ 13,000.00		
Sand Blast Trailer Rig with Crew	\$ 250.00	\$ 295.00		\$ 2,950.00		\$ 14,750.00		\$ 59,000.00		
Sand Blasting Sand	\$ 5.00	Per Bag								
Compactor with Operator	\$ 150.00	\$ 100.00		\$ 1,000.00		\$ 5,000.00		\$ 20,000.00		
Air Compressor Road Bore	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
EQUIPMENT RATES TOTAL										\$ 4,090.00

MATERIAL RATES	% Mark UP	COST	MARK-UP	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	50906.32	\$ 12,726.58	\$ 63,632.90
Materials from Stock	25%		\$ -	
Subcontract Labor	20%	9310	\$ 1,862.00	\$ 11,172.00
MATERIAL RATES TOTAL				\$ 74,804.90

PERFORMANCE & PAYMENT BOND	(Yes/No)	Yes	2%	SUBTOTAL	\$ 89,394.90
					\$ 1,787.90
GRAND TOTAL					\$ 91,182.80

Company Name: RCM Utilities, LLC

Authorized Representative/ Title: Christopher R. Creech, Mgr.

Signature: 

Date: _____



Construction & Maintenance

Date: 02/21/2025

To: City of Zephyrhills

RE: Lift Station 44 Rehabilitation

- Purpose
 - Task authorization for construction services as requested from Joey Theel for the Rehabilitation of lift station 44.
- Compensation and Contract
 - A budget for the work as stated totaling \$129,318.92 has been submitted on the Annual City of Zephyrhills water and wastewater miscellaneous construction and maintenance services contract RFP (35-19-01)
 - Completion of project to be 180 calendar days from Notice to Proceed.
 - Based on history and common availability of equipment, 180 day timeline is not seen as an issue, if any delays or long lead times are arise, the City will be notified as soon as possible.
- Scope
 - Please refer to Estimate # 28782169

Owner:

City of Zephyrhills

By: _____

Contractor:

RCM Utilities, LLC

A handwritten signature in black ink, appearing to read "Noah Bates", written over a horizontal line.

Noah Bates



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 28782169
Estimate Date 2/21/2025

Billing Address
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542 USA

Job Address
LS 44 Rehab
5335 8th Street
Zephyrhills, FL 33542 USA

Description of work

City of Zephyrhills Lift Station 44
RCM Utilities to supply all materials, equipment and labor for the following scope of supply:
- Supply, install and maintain a duplex diesel bypass pumping system.

Wet Well

- Demolish and remove all existing base elbows, piping and valving.
- Install (1) new SEWPERCOAT fused calcium aluminate wet well liner.
- Install two (2) Tsurumi Model 100B45.5 submersible sewage chopper pumps 7.5HP 230V 3PH
- Install two (2) new 316 Stainless base plates
- Install two (2) new 4" base elbows with discharge guide flanges
- Install two (2) new upper guide rail brackets and new guide rails
- Install one (1) new heavy duty cable hanger
- Install two (2) 4" SDR 11 HDPE discharge risers with stainless cross bracing as needed

Valve Vault

- To be piped like existing 2 in one out.
- Install two (2) new check valves
- Install three (3) new plug valves
- Install one (1) new pump off connection
- Pipe discharge to new isolation valve
- Coat tar valve vault, valving, and piping
- Schedule and perform start up on new pumps

Electrical

- Installation 75' of 240V 3P 100A Service.
- Installation of city supplied control panel.
- 316 stainless steel enclosures.
- 6" by 6" concrete posts and 316 stainless steel strut for rack.
- 1-piece seal offs.
- 2" SCH 80 PVC encased in concrete to wet well.
- Proper grounding as required.
- Electrician present during start up.
- All work to be performed up to 2023 NEC standards.

NOTES

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration to include back fill and compact only. Sod and seed by others
- Proposal includes mechanical and pumps only. Control panel not included
- City to supply con trolley panel.
- Performance and payment bond included.

Sub-Total	\$129,318.92
Tax	\$0.00
Total Due	\$129,318.92
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

***ESTIMATE IS VALID FOR 30 DAYS**

ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

**Water & Wastewater Misc Construction/Maintenance Services
Labor/Equipment Rates Form**

Customer: City of Zephyrhills

Project: Lift Station 44 Rehabilitation

LABOR RATES	RATES		ENTER	SUBTOTAL	ENTER	SUBTOTAL	LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	# WORKING HOURS	# WORKING HOURS	# AFTER HOURS	# AFTER HOURS	
Supervisor	\$ 50.00	\$ 75.00	50	\$ 2,500.00		\$ -	\$ 2,500.00
Foreman	\$ 75.00	\$ 113.00	50	\$ 3,750.00		\$ -	\$ 3,750.00
Helper - Labor Only	\$ 35.00	\$ 53.00	50	\$ 1,750.00		\$ -	\$ 1,750.00
Helper with Truck/Trailer	\$ 50.00	\$ 75.00	50	\$ 2,500.00		\$ -	\$ 2,500.00
Backflow Technician	\$ 40.00	\$ 60.00		\$ -		\$ -	
LABOR RATES TOTAL							\$ 10,500.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	\$ 150.00	\$ 80.00	30.00	\$ 800.00		\$ 2,400.00		\$ 9,600.00		\$ 2,550.00
Back Hoe with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
Vac Truck - 2 Man Crew	\$ 250.00	\$ 280.00		\$ 2,800.00		\$ 14,000.00		\$ 56,000.00		
CCTV Camera Trailer with Operator	\$ 250.00	\$ 175.00		\$ 1,750.00		\$ 8,750.00		\$ 35,000.00		
Tractor with Bucket with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
4" Sewage Bypass Pump with Hoses	\$ 250.00	\$ 40.00	30.00	\$ 250.00		\$ 650.00		\$ 2,600.00		\$ 1,450.00
Bypass Pump Fuel Additional	\$ 4.50	Per Gallon	20.00							90
13000 Watt Generator	\$ 250.00	\$ 40.00		\$ 170.00		\$ 850.00		\$ 3,400.00		
Infiltrator MH Leak Stop Plus Labor	\$ 150.00	\$ 250.00		\$ 150.00		\$ 750.00		\$ 3,000.00		
Metal Fabrication/Welding Lead Man	\$ 150.00	\$ 75.00		\$ 750.00		\$ 3,750.00		\$ 15,000.00		
Metal Fabrication/Welder	\$ 150.00	\$ 65.00		\$ 650.00		\$ 3,250.00		\$ 13,000.00		
Sand Blast Trailer Rig with Crew	\$ 250.00	\$ 295.00		\$ 2,950.00		\$ 14,750.00		\$ 59,000.00		
Sand Blasting Sand	\$ 5.00	Per Bag								
Compactor with Operator	\$ 150.00	\$ 100.00		\$ 1,000.00		\$ 5,000.00		\$ 20,000.00		
Air Compressor Road Bore	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
EQUIPMENT RATES TOTAL										\$ 4,090.00

MATERIAL RATES	% Mark UP	COST	MARK-UP	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	56817	\$ 14,204.25	\$ 71,021.25
Materials from Stock	25%		\$ -	
Subcontract Labor	20%	34310	\$ 6,862.00	\$ 41,172.00
MATERIAL RATES TOTAL				\$ 112,193.25

SUBTOTAL				\$ 126,783.25
GRAND TOTAL				\$ 129,318.92

PERFORMANCE & PAYMENT BOND	(Yes/No)	Yes	2%
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Company Name: RCM Utilities, LLC

Authorized Representative/ Title: Christopher R. Creech, Mgr.

Signature: Christopher R. Creech

Date: _____



Construction & Maintenance

Date: 01/16/2025

To: City of Zephyrhills

RE: Lift Station 47 Rehabilitation

- Purpose
 - Task authorization for construction services as requested from Joey Theel for the Rehabilitation of lift station 47.
- Compensation and Contract
 - A budget for the work as stated totaling \$95,046.92 has been submitted on the Annual City of Zephyrhills water and wastewater miscellaneous construction and maintenance services contract RFP (35-19-01)
 - Completion of project to be 180 calendar days from Notice to Proceed.
 - Based on history and common availability of equipment, 180 day timeline is not seen as an issue, if any delays or long lead times are arise, the City will be notified as soon as possible.
- Scope
 - Please refer to Estimate # 28787797

Owner:

City of Zephyrhills

Contractor:

RCM Utilities, LLC

A handwritten signature in black ink, appearing to read "Noah Bates", written over a horizontal line.

By:_____

Noah Bates



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 28787797
Estimate Date 2/21/2025

Billing Address
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542 USA

Job Address
LS 47 Rehab
5335 8th Street
Zephyrhills, FL 33542 USA

Description of work

City of Zephyrhills Lift Station 47
RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

- Supply, install and maintain a duplex diesel bypass pumping system.

Wet Well

- Demolish and remove all existing base elbows, piping and valving.
- Install (1) new SEWPERCOAT fused calcium aluminate wet well liner.
- Install two (2) Tsurumi Model 100B45.5 submersible sewage chopper pumps 7.5HP 230V 3PH
- Install two (2) new 316 Stainless base plates
- Install two (2) new 4" base elbows with discharge guide flanges
- Install two (2) new upper guide rail brackets and new guide rails
- Install one (1) new heavy duty cable hanger
- Install two (2) 4" SDR 11 HDPE discharge risers with stainless cross bracing as needed

Valve Vault

- To be piped like existing 2 in one out.
- Install two (2) new check valves
- Install three (3) new plug valves
- Install one (1) new pump off connection
- Pipe discharge to new isolation valve
- Coal tar valve vault, valving, and piping
- Schedule and perform start up on new pumps

NOTES

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration to include back fill and compact only. Sod and seed by others
- Proposal includes mechanical and pumps only. Control panel not included
- Performance and payment bond included.

Sub-Total	\$95,046.92
Tax	\$0.00
Total Due	\$95,046.92
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

**** ESTIMATE IS VALID FOR 30 DAYS ****

**** ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES. ****

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Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building

materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
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7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
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9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
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11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
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13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
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FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

**Water & Wastewater Misc Construction/Maintenance Services
Labor/Equipment Rates Form**

Customer: City of Zephyrhills

Project: Lift Station 47 Rehabilitation

LABOR RATES	RATES		ENTER	SUBTOTAL	ENTER	SUBTOTAL	LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	# WORKING HOURS	# WORKING HOURS	# AFTER HOURS	# AFTER HOURS	
Supervisor	\$ 50.00	\$ 75.00	50	\$ 2,500.00		\$ -	\$ 2,500.00
Foreman	\$ 75.00	\$ 113.00	50	\$ 3,750.00		\$ -	\$ 3,750.00
Helper - Labor Only	\$ 35.00	\$ 53.00	50	\$ 1,750.00		\$ -	\$ 1,750.00
Helper with Truck/Trailer	\$ 50.00	\$ 75.00	50	\$ 2,500.00		\$ -	\$ 2,500.00
Backflow Technician	\$ 40.00	\$ 60.00		\$ -		\$ -	
LABOR RATES TOTAL							\$ 10,500.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	\$ 150.00	\$ 80.00	30.00	\$ 800.00		\$ 2,400.00		\$ 9,600.00		\$ 2,550.00
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Bypass Pump Fuel Additional	\$ 4.50	Per Gallon	20.00							90
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Air Compressor Road Bore	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
EQUIPMENT RATES TOTAL										\$ 4,090.00

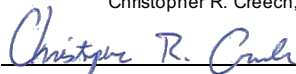
MATERIAL RATES	% Mark UP	COST	MARK-UP	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	56817	\$ 14,204.25	\$ 71,021.25
Materials from Stock	25%		\$ -	
Subcontract Labor	20%	6310	\$ 1,262.00	\$ 7,572.00
MATERIAL RATES TOTAL				\$ 78,593.25

SUBTOTAL				\$ 93,183.25
GRAND TOTAL				\$ 95,046.92

PERFORMANCE & PAYMENT BOND	(Yes/No)	Yes	2%
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Company Name: RCM Utilities, LLC

Authorized Representative/ Title: Christopher R. Creech, Mgr.

Signature: 

Date: _____



Construction & Maintenance

Date: 01/16/2025

To: City of Zephyrhills

RE: Lift Station 50 Rehabilitation

- Purpose
 - Task authorization for construction services as requested from Joey Theel for the Rehabilitation Lift station 50.
- Compensation and Contract
 - A budget for the work as stated totaling \$125,320.69 has been submitted on the Annual City of Zephyrhills water and wastewater miscellaneous construction and maintenance services contract RFP (35-19-01)
 - Completion of project to be 180 calendar days from Notice to Proceed.
 - Based on history and common availability of equipment, 180 day timeline is not seen as an issue, if any delays or long lead times are arise, the City will be notified as soon as possible.
- Scope
 - Please refer to Estimate # 28782039

Owner:

City of Zephyrhills

Contractor:

RCM Utilities, LLC

By:_____

A handwritten signature in black ink, appearing to read "Noah Bates", written over a horizontal line.

Noah bates



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 28782039
Estimate Date 2/21/2025

Billing Address
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542 USA

Job Address
LS 50 Rehab
5335 8th Street
Zephyrhills, FL 33542 USA

Description of work

City of Zephyrhills Lift Station 50
RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

- Supply, install and maintain a duplex diesel bypass pumping system.
- Wet Well**
 - Demolish and remove all existing base elbows, piping and valving.
 - Install (1) new SEVPERCOAT fused calcium aluminate wet well liner.
 - Install two (2) new Hydromatic S4KP2500M3-4 submersible sewage pumps 25HP 230V 3PH
 - Install two (2) new 316 Stainless base plates
 - Install two (2) new 4" base elbows with discharge guide flanges
 - Install two (2) new upper guide rail brackets and new guide rails
 - Install one (1) new heavy duty cable hanger
 - Install two (2) 4" SDR 11 HDPE discharge risers with stainless cross bracing as needed

- Valve Vault**
 - To be piped like existing 2 in one out.
 - Install two (2) new check valves
 - Install three (3) new plug valves
 - Install one (1) new pump off connection
 - Pipe discharge to new isolation valve
 - Coal tar valve vault, valving, and piping
 - Schedule and perform start up on new pumps

NOTES

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration to include back fill and compact only. Sod and seed by others
- Proposal includes mechanical and pumps only. Control panel not included
- Performance and payment bond included.

Sub-Total	\$125,320.69
Tax	\$0.00
Total Due	\$125,320.69
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

****ESTIMATE IS VALID FOR 30 DAYS****

****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of

this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A

SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

**Water & Wastewater Misc Construction/Maintenance Services
Labor/Equipment Rates Form**

Customer: City of Zephyrhills

Project: Lift station 50 Rehabilitation

LABOR RATES	RATES		ENTER	SUBTOTAL	ENTER	SUBTOTAL	LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	# WORKING HOURS	# WORKING HOURS	# AFTER HOURS	# AFTER HOURS	
Supervisor	\$ 50.00	\$ 75.00	50	\$ 2,500.00		\$ -	\$ 2,500.00
Foreman	\$ 75.00	\$ 113.00	50	\$ 3,750.00		\$ -	\$ 3,750.00
Helper - Labor Only	\$ 35.00	\$ 53.00	50	\$ 1,750.00		\$ -	\$ 1,750.00
Helper with Truck/Trailer	\$ 50.00	\$ 75.00	50	\$ 2,500.00		\$ -	\$ 2,500.00
Backflow Technician	\$ 40.00	\$ 60.00		\$ -		\$ -	
LABOR RATES TOTAL							\$ 10,500.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	\$ 150.00	\$ 80.00	30.00	\$ 800.00		\$ 2,400.00		\$ 9,600.00		\$ 2,550.00
Back Hoe with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
Vac Truck - 2 Man Crew	\$ 250.00	\$ 280.00		\$ 2,800.00		\$ 14,000.00		\$ 56,000.00		
CCTV Camera Trailer with Operator	\$ 250.00	\$ 175.00		\$ 1,750.00		\$ 8,750.00		\$ 35,000.00		
Tractor with Bucket with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
4" Sewage Bypass Pump with Hoses	\$ 250.00	\$ 40.00	30.00	\$ 250.00		\$ 650.00		\$ 2,600.00		\$ 1,450.00
Bypass Pump Fuel Additional	\$ 4.50	Per Gallon	20.00							90
13000 Watt Generator	\$ 250.00	\$ 40.00		\$ 170.00		\$ 850.00		\$ 3,400.00		
Infiltrator MH Leak Stop Plus Labor	\$ 150.00	\$ 250.00		\$ 150.00		\$ 750.00		\$ 3,000.00		
Metal Fabrication/Welding Lead Man	\$ 150.00	\$ 75.00		\$ 750.00		\$ 3,750.00		\$ 15,000.00		
Metal Fabrication/Welder	\$ 150.00	\$ 65.00		\$ 650.00		\$ 3,250.00		\$ 13,000.00		
Sand Blast Trailer Rig with Crew	\$ 250.00	\$ 295.00		\$ 2,950.00		\$ 14,750.00		\$ 59,000.00		
Sand Blasting Sand	\$ 5.00	Per Bag								
Compactor with Operator	\$ 150.00	\$ 100.00		\$ 1,000.00		\$ 5,000.00		\$ 20,000.00		
Air Compressor Road Bore	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
EQUIPMENT RATES TOTAL										\$ 4,090.00

MATERIAL RATES	% Mark UP	COST	MARK-UP	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	76721.14	\$ 19,180.29	\$ 95,901.43
Materials from Stock	25%		\$ -	
Subcontract Labor	20%	10310	\$ 2,062.00	\$ 12,372.00
MATERIAL RATES TOTAL				\$ 108,273.43

PERFORMANCE & PAYMENT BOND	(Yes/No)	Yes	2%	
SUBTOTAL				\$ 122,863.43
GRAND TOTAL				\$ 125,320.69

Company Name: RCM Utilities, LLC

Authorized Representative/ Title: Christopher R. Creech, Mgr.

Signature: Christopher R. Creech

Date: _____



Construction & Maintenance

Date: 03/07/2025

To: City of Zephyrhills

RE: Lift Station 3 Rehabilitation

- Purpose
 - Task authorization for construction services as requested from Joey Theel for the Rehabilitation of Lift station 3.
- Compensation and Contract
 - A budget for the work as stated totaling \$83,891.15 has been submitted on the Annual City of Zephyrhills water and wastewater miscellaneous construction and maintenance services contract RFP (35-19-01)
 - Completion of project to be 180 calendar days from notice to proceed.
 - Based on history and common availability of equipment, 180 days timeline is not seen as an issue, if any delays or long lead times are arise, the city will be notified as soon as possible.
- Scope
 - Please refer to Estimate # 28777689

Owner:

City of Zephyrhills

By: _____

Contractor:

RCM Utilities, LLC

A handwritten signature in black ink, appearing to read "Noah Bates", written over a horizontal line.

Noah Bates



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 28777689
Estimate Date 2/21/2025

Billing Address
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542 USA

Job Address
LS 3 Rehab
5335 8th Street
Zephyrhills, FL 33542 USA

Description of work

City of Zephyrhills Lift Station 3
RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

Wet Well

- Demolish and remove all existing base elbows, piping and valving.
- Wet well liner patch from cross over replacement.
- Install two (2) Tsurumi Model 100C43.7 submersible sewage chopper pumps 5HP 230V 3PH
- Install two (2) new 316 Stainless base plates
- Install two (2) new 4" base elbows with discharge guide flanges
- Install two (2) new upper guide rail brackets and new guide rails
- Install one (1) new heavy duty cable hanger
- Install two (2) 4" SDR 11 HDPE discharge risers with stainless cross bracing as needed

Valve Vault

- To be piped like existing 2 in one out.
- Install two (2) new check valves
- Install three (3) new plug valves
- Install one (1) new pump off connection
- Pipe discharge to new isolation valve
- Coal tar valve vault, valving, and piping
- Schedule and perform start up on new pumps

NOTES

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration to include back fill and compact only. Sod and seed by others
- Proposal includes mechanical and pumps only. Control panel not included
- Performance and payment bond included.

Sub-Total	\$83,891.15
Tax	\$0.00
Total Due	\$83,891.15
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

****ESTIMATE IS VALID FOR 30 DAYS****

****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE

OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

**Water & Wastewater Misc Construction/Maintenance Services
Labor/Equipment Rates Form**

Customer: City of Zephyrhills

Project: Lift Station 3 rehabilitation

LABOR RATES	RATES		ENTER	SUBTOTAL	ENTER	SUBTOTAL	LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	# WORKING HOURS	# WORKING HOURS	# AFTER HOURS	# AFTER HOURS	
Supervisor	\$ 50.00	\$ 75.00	50	\$ 2,500.00		\$ -	\$ 2,500.00
Foreman	\$ 75.00	\$ 113.00	50	\$ 3,750.00		\$ -	\$ 3,750.00
Helper - Labor Only	\$ 35.00	\$ 53.00	50	\$ 1,750.00		\$ -	\$ 1,750.00
Helper with Truck/Trailer	\$ 50.00	\$ 75.00	50	\$ 2,500.00		\$ -	\$ 2,500.00
Backflow Technician	\$ 40.00	\$ 60.00		\$ -		\$ -	
LABOR RATES TOTAL							\$ 10,500.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	\$ 150.00	\$ 80.00	30.00	\$ 800.00		\$ 2,400.00		\$ 9,600.00		\$ 2,550.00
Back Hoe with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
Vac Truck - 2 Man Crew	\$ 250.00	\$ 280.00		\$ 2,800.00		\$ 14,000.00		\$ 56,000.00		
CCTV Camera Trailer with Operator	\$ 250.00	\$ 175.00		\$ 1,750.00		\$ 8,750.00		\$ 35,000.00		
Tractor with Bucket with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
4" Sewage Bypass Pump with Hoses	\$ 250.00	\$ 40.00	30.00	\$ 250.00		\$ 650.00		\$ 2,600.00		\$ 1,450.00
Bypass Pump Fuel Additional	\$ 4.50	Per Gallon	20.00							90
13000 Watt Generator	\$ 250.00	\$ 40.00		\$ 170.00		\$ 850.00		\$ 3,400.00		
Infiltrator MH Leak Stop Plus Labor	\$ 150.00	\$ 250.00		\$ 150.00		\$ 750.00		\$ 3,000.00		
Metal Fabrication/Welding Lead Man	\$ 150.00	\$ 75.00		\$ 750.00		\$ 3,750.00		\$ 15,000.00		
Metal Fabrication/Welder	\$ 150.00	\$ 65.00		\$ 650.00		\$ 3,250.00		\$ 13,000.00		
Sand Blast Trailer Rig with Crew	\$ 250.00	\$ 295.00		\$ 2,950.00		\$ 14,750.00		\$ 59,000.00		
Sand Blasting Sand	\$ 5.00	Per Bag								
Compactor with Operator	\$ 150.00	\$ 100.00		\$ 1,000.00		\$ 5,000.00		\$ 20,000.00		
Air Compressor Road Bore	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
EQUIPMENT RATES TOTAL										\$ 4,090.00

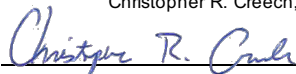
MATERIAL RATES	% Mark UP	COST	MARK-UP	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	44227.38	\$ 11,056.85	\$ 55,284.23
Materials from Stock	25%		\$ -	
Subcontract Labor	20%	10310	\$ 2,062.00	\$ 12,372.00
MATERIAL RATES TOTAL				\$ 67,656.23

SUBTOTAL				\$ 82,246.23
GRAND TOTAL				\$ 83,891.15

PERFORMANCE & PAYMENT BOND	(Yes/No)	Yes	2%
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Company Name: RCM Utilities, LLC

Authorized Representative/ Title: Christopher R. Creech, Mgr.

Signature: 

Date: _____

BUSINESS ITEMS 3.1

Storage Facility Ordinance

First Reading **ORDINANCE NO. 1499-25. " AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 7.09.16 OF THE LAND DEVELOPMENT CODE – MINI-WAREHOUSING AND STORAGE UNITS REQUIREMENTS AND AMENDING TABLE 2.02.01 (ALLOWABLE USES IN ZONING DISTRICTS); PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION INTO THE CODE AND AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1499-25 on the First Reading

Issue:

City initiated an ordinance to propose text amendments to the City's Land Development Code.

Background:

Staff are presenting proposed text amendments to the City's Land Development Code concerning storage. A moratorium was in place, allowing staff to research and assess the Code and develop proposed changes. There are two attachments (LDC storage text proposed changes and proposed changes to the Zoning Use Table that are summarized in the first two attachments. The amendments are shown in a cross-through and underline format to show the proposed changes (text amendments and the Zoning use table). Staff presented the proposed storage changes to the Planning Commission on Tuesday, March 18th. Tom Van Atter provided some input on if we should be making storage have additional standards and reducing where storage can be done and letting the market dictate the highest and best use.

Staff summarized the following recommended amendments:

- * There really aren't additional design / architectural standards proposed as we already require them now to comply with our large retail design standards and the new indoor facilities are typically being built with better design elements;
- * A recommendation to remove indoor storage completely out of LI zoning was considered / discussed. The City does not have a large amount of remaining LI zoned property and, with the success recently of manufacturers coming in, we believe more will come and that there are better / more appropriate locations to allow indoor storage and keep the LI zoned lands for manufacturing / jobs;
- * A recommendation to allow consideration (not permitted by right) in C2 & C3 zoning and require them to go through a conditional use in both zoning categories;
- * A recommendation on indoor storage to allow parking of vehicles (boats / RV's) as long as they are located in the rear / sides with limited visibility from public ROW's (Staff originally mentioned no visibility, but the Planning Commission recommended that we amend

to limited visibility to be more appropriate);

* Recommend indoor storage facilities to no longer be allowed on individual lots / parcels:

Amend to: must be part of a mixed-use project and located in the rear and / or could be located on an individual lot / parcel if constructed as a vertically integrated where there are a mix of uses / multiple floors in one building;

* Sect 7.09.16 (F) Recommend changing the signage height from 25 feet to 10 feet;

* Sect. 2.01.03.18 - Existing LI zoning definition - Allows the total gross area covered by building, structure or stored materials not to exceed 50% of the total land area. Staff is recommending the 50% threshold be reduced to 25% with language allowing for a conditional use to consider storage exceeding 25%. The intent here is to not encourage large outdoor storage / laydown areas;

* Recommend removal of RV storage as a permissible use in LI zoning with the concern of LI properties having a fence put up for storage of vehicles with no advalorem / jobs. They can be considered as a conditional use is C3 zoning, and we are also recommending storage of vehicles can be considered as part of indoor storage facilities;

* Recommend adding the outdoor and RV storage existing standards (as shown in the attachment with hi-lited changes) into Section 7.09.16 to include all the storage types / information into the same LDC section.

The Planning Commission recommended approval of these changes.

Attachment(s):

1. Ordinance 1499-25 LDC Text Amendment Sec. 7.09.16. Indoor storage_ M(32650443.1)
2. Exhibit A - Use Table(32650421.1)
3. Exhibit B - Redlines(32650444.1)
4. Indoor Storage Location Map
5. Indoor Storage Example (2)
6. Large Retail Design Std's (2)

Fiscal Impact:

NA

Staff Recommendation:

Staff and Planning Commission recommend Approval

ORDINANCE NO. 1499-25

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 7.09.16 OF THE LAND DEVELOPMENT CODE – MINI-WAREHOUSING AND STORAGE UNITS REQUIREMENTS AND AMENDING TABLE 2.02.01 (ALLOWABLE USES IN ZONING DISTRICTS); PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION INTO THE CODE AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Florida Constitution of 1968, and Chapter 166, Florida Statutes, the City of Zephyrhills has the authority to adopt regulations relating to land uses available in zoning districts; and

WHEREAS, the City Council has determined that it is in the City’s best interest to update the Land Development Code from time to time to assure that the Land Development Code adequately meets the needs of the City; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold public hearing on the 18th day of March 2025 to consider the proposed text amendment and has recommended approval.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. Recitals.

The Whereas Clauses above are true and accurate and are incorporated by reference and made part of this Ordinance.

Section 2. Land Development Code Text Amendment.

Section 7.09.16 of the City of Zephyrhills Land Development Code, is repealed in its entirety and replaced as follows:

Sec. 7.09.16. Indoor storage, mini-warehousing / storage units, outdoor storage and Recreation vehicle storage.

- (A) Indoor storage / mini-warehouses are defined as a building or group of buildings in a controlled access and/or fenced compound that contain individual, compartmentalized or controlled access stalls or lockers for the dead storage of goods or wares belonging to individual lessees of the stalls and accessible to the lessees at all times through individual doors.

- (1) Indoor storage / mini-warehouses shall not be allowed on individual lots / parcels and may be allowed as part of a mixed use development and oriented in the rear and not abutting public rights of way or be vertically integrated into a mixed use building. Projects integrated into a mixed-use building may be allowed on an individual lot / parcel.
- (B) Dead storage is defined as the storage of goods, wares and physical objects only with no sales, conferences, repairs or other activity other than placement, removal and sorting of goods. One office space for a manager shall be permitted.
- (C) The applicant shall provide a site plan with information on the property lines, street lines, curb cuts, type of buffer/landscaping, location of structures including signs, parking spaces, travel lanes and enhanced perimeter screening (enhanced fence/wall).
- (D) Lot coverage shall not exceed 50 percent.
- (E) Height of buildings shall not exceed one story with a maximum height of 15 feet in the CRA and Form-Based Code (FBC). A conditional use petition may be submitted for projects located outside the CRA & FBC for review/consideration that exceed one story - 15 feet.
- (F) Signs shall be limited to one per adjacent street frontage and shall not exceed the maximum height of 10 feet or exceed 50 square feet in area. No sign shall be permitted on the building other than on building frontage walls.
- (G) All lights shall be shielded to direct light onto the uses established and away from adjacent property or streets.
- (H) All equipment and materials of any type shall be stored within a building.
- (I) Storage shall be as follows:
 - (1) No business activity other than rental of storage units shall be conducted on the premises and the units shall be used for dead storage only;
 - (2) All equipment and materials of any type shall be stored within a building; and
 - (3) Storage of explosive or highly flammable material shall be prohibited.
- (J) Fencing shall be required to shield adjoining properties, as well as the protection of the lessees. The decorative wall/fence shall be of new material with a maximum of six feet in height. Fencing/walls that adjoin residential districts or residential uses shall be a decorative solid masonry, or aluminum with solid pillars at equal intervals. Maintenance of the fence/wall shall be the responsibility of the owner.
- (K) Access and parking shall be as follows:

- (1) All one-way drives shall provide for one parking lane 12 feet in width and one travel lane 12 feet in width. All two-way driveways shall provide for one parking lane 12 feet in width and two travel lanes each 12 feet in width. Traffic direction and parking areas shall be designated by signs or painted lines. Parking lanes may be eliminated from driveways not serving any storage areas;
 - (2) Vehicular ingress-egress shall be limited to 150 feet apart, centerline to centerline; and
 - (3) A minimum of two parking spaces for the manager and office personnel shall be located near the manager's office.
- (L) Buildings shall conform to Section 7.10.02 (additional design standards for large retail buildings).
- (M) Indoor storage may consider vehicle storage (Boats, RV's, campers) of side / rear setbacks with limited visibility from public rights of ways.
- (N) Outdoor storage:
- (1) Storage for more than 3 consecutive days of any product, materials, equipment, appliances, personal property of any kind and materials that are a byproduct of a permitted use on an unenclosed and/or uncovered area including laydown areas.
 - (2) Outdoor storage may only be considered as an accessory / ancillary use to a primary use.
 - (3) Outdoor storage may not be allowed as a primary / stand-alone use.
 - (4) Outdoor storage / laydown areas shall require improved access from the right(s) of way, screening / buffer / irrigation.
- (O) Recreational vehicle storage:
- (1) Recreational vehicle storage: motorhomes, boats, camping trailers, truck trailers and other equipment.
 - (2) All stored vehicles must be in proper working order.
 - (3) Perimeter landscape buffer / irrigation with screening is required.
 - (4) RV storage areas shall require improved access from the right(s) of way, screening / buffer / irrigation.

- (5) A minimum percentage of 25% of the RV storage spaces shall be covered with a permanent cover.

Section 2.01.03.18 of the City of Zephyrhills Land Development Code, is repealed in its entirety and replaced as follows:

Sec. 2.01.03.18 Light Industrial (LI)

Indoor storage / mini-warehouses are defined as a building or group of buildings in a controlled access and/or fenced compound that contain individual, compartmentalized or controlled access stalls or lockers for the dead storage of goods or wares belonging to individual lessees of the stalls and accessible to the lessees at all times through individual doors.

Table 2.02.01 ALLOWABLE USES IN ZONING DISTRICTS is hereby amended as reflected on Exhibit “A” attached hereto and made a part hereof.

Section 3. Redline Changes.

The redline changes showing strikethroughs for deletions and underlined text for additions of the amendments made to Sections 7.09.16. and 2.01.03.18 and Table 2.02.01 of the City of Zephyrhills Land Development Code contained in Section 2 above, are attached hereto as Exhibit “B” and made apart hereof by reference.

Section 4. Repealer.

Any ordinance or part of any ordinance in conflict herewith is hereby repealed to the extent of any conflict.

Section 5. Conflict Severability.

If is declared to be the intent of the City Council of the City of Zephyrhills, Florida, that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall not be construed as not having contained said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

Section 6. Inclusion in Code.

The provisions of this Ordinance shall become and be made part of the Code of Ordinances and Land Development Code of the City of Zephyrhills, Florida. The sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such.

Section 7. Effective Date.

This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1499-25 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 31st day of March 2025.

Attest: _____
Ricardo Quinones, City Clerk

Kenneth M. Burgess, Jr., Council President

The foregoing Ordinance No. 1499-25 was read and passed on the second reading following a public hearing in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 14th day of April 2025.

Attest: _____
Ricardo Quinones, City Clerk

Kenneth M. Burgess, Jr., Council President

The foregoing Ordinance No. 1499-25 was approved by me this 14th day of April 2025.

Melonie Bahr Monson, Mayor

Approved as to legal form and content

Matthew E. Maggard, City Attorney

A

Permission Key	P - Permitted as of right. C - Conditional - Level 3 review. S - Provisional - Level 2 review. A - Accessory - Ancillary to the principal use only, review may be required. SE - Special Exception - Level 2 review. T - Temporary - Permissible for a specific, set, limited time. Review or permit required. Blank spaces on this table indicate that the use is not permitted within zoning districts.																				
Uses	Zoning Districts																				
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H
Junkyard																					
Materials handling and storage																					
Indoor - Mini-warehouse/self- storage												C	C								

Permission Key	P - Permitted as of right. C - Conditional - Level 3 review. S - Provisional - Level 2 review. A - Accessory - Ancillary to the principal use only, review may be required. SE - Special Exception - Level 2 review. T - Temporary - Permissible for a specific, set, limited time. Review or permit required. Blank spaces on this table indicate that the use is not permitted within zoning districts.																				
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Outdoor storage												A	A	A							

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Recreational vehicle storage													C								

EXHIBIT

B

Sec. 7.09.16. Indoor storage, Mini-warehousing and/ storage units, outdoor storage and Recreation vehicle storage.

- (A) ~~(A)~~ ~~Mini-warehouses~~Indoor storage / mini-warehouses are defined as a building or group of buildings in a controlled access and/or fenced compound that contain individual, compartmentalized or controlled access stalls or lockers for the dead storage of goods or wares belonging to individual lessees of the stalls and accessible to the lessees at all times through individual doors.
- (1) Indoor storage / mini-warehouses shall not be allowed on individual lots / parcels and may be allowed as part of a mixed use development and oriented in the rear and not abutting public rights of way or be vertically integrated into a mixed use building. Projects integrated into a mixed-use building may be allowed on an individual lot / parcel.
- (B) Dead storage is defined as the storage of goods, wares and physical objects only with no sales, conferences, repairs or other activity other than placement, removal and sorting of goods. One office space for a manager shall be permitted.
- (C) The applicant shall provide a site plan with information on the property lines, street lines, curb cuts, type ~~of~~ buffer/landscaping, location of structures including signs, parking spaces, travel lanes and enhanced perimeter screening (enhanced fence/wall).
- (D) Lot coverage shall not exceed 50 percent.
- (E) Height of buildings shall not exceed one story with a maximum height of 15 feet in the CRA and Form-Based Code (FBC). A conditional use petition may be submitted for projects located outside the CRA & FBC for review/consideration that exceed one story - 15 feet.
- (F) Signs shall be limited to one per adjacent street frontage and shall not exceed the maximum height of ~~25~~10 feet or exceed 50 square feet in area. No sign shall be permitted on the building other than on building frontage walls.
- (G) All lights shall be shielded to direct light onto the uses established and away from adjacent property or streets.
- (H) All equipment and materials of any type shall be stored within a building.
- (I) Storage shall be as follows:
- (1) No business activity other than rental of storage units shall be conducted on the premises and the units shall be used for dead storage only;
 - (2) All equipment and materials of any type shall be stored within a building; and
 - (3) Storage of explosive or highly flammable material shall be prohibited.
- (J) Fencing shall be required to shield adjoining properties, as well as the protection of the lessees. The decorative wall/fence shall be of new material with a maximum of six feet in height. Fencing/walls that adjoin residential districts or residential uses shall be a decorative solid masonry, or aluminum with solid pillars at equal intervals. Maintenance of the fence/wall shall be the responsibility of the owner.
- (K) Access and parking shall be as follows:
- (1) All one-way drives shall provide for one parking lane 12 feet in width and one travel lane 12 feet in width. All two-way driveways shall provide for one parking lane 12 feet in width and two travel lanes each 12 feet in width. Traffic direction and parking areas shall be designated by signs or painted lines. Parking lanes may be eliminated from driveways not serving any storage areas;
 - (2) Vehicular ingress-egress shall be limited to 150 feet apart, centerline to centerline; and

- (3) A minimum of two parking spaces for the manager and office personnel shall be located near the ~~manager's~~manager's office.

(L) Buildings shall conform to Section 7.10.02 (additional design standards for large retail buildings).

(m) Indoor storage may consider vehicle storage (Boats, RV's, campers) of side / rear setbacks with limited visibility from public rights of ways.

(n) Outdoor storage:

(1) Storage for more than 3 consecutive days of any product, materials, equipment, appliances, personal property of any kind and materials that are a byproduct of a permitted use on an unenclosed and/or uncovered area including laydown areas.

(2) Outdoor storage may only be considered as an accessory / ancillary use to a primary use.

(3) Outdoor storage may not be allowed as a primary / stand-alone use.

(4) Outdoor storage / laydown areas shall require improved access from the right(s) of way, screening / buffer / irrigation.

(o) Recreational vehicle storage:

(1) Recreational vehicle storage: motorhomes, boats, camping trailers, truck trailers and other equipment.

(2) All stored vehicles must be in proper working order.

(3) Perimeter landscape buffer / irrigation with screening is required.

(4) RV storage areas shall require improved access from the right(s) of way, screening / buffer / irrigation.

(5) A minimum percentage of 25% of the RV storage spaces shall be covered with a permanent cover.

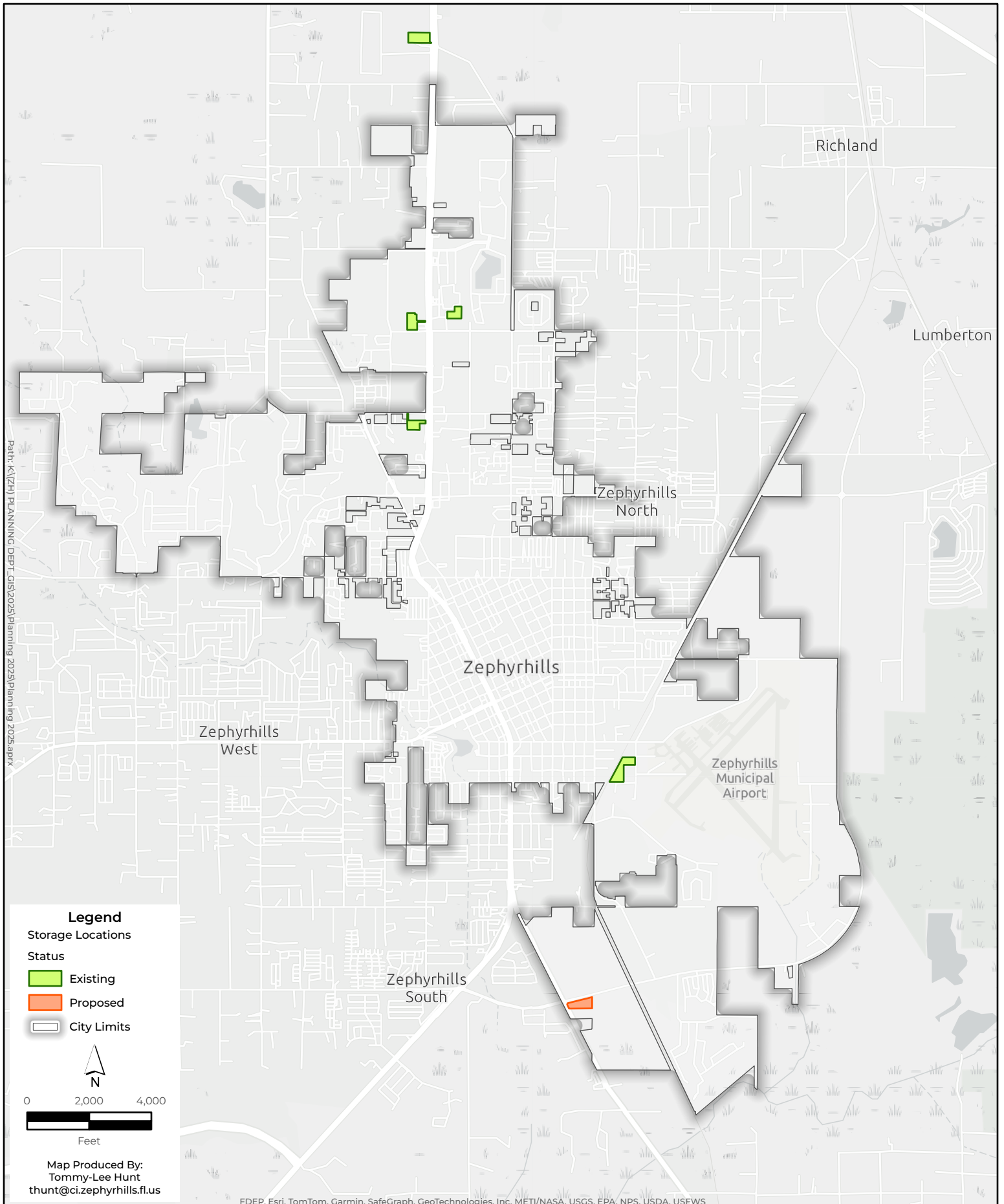
Section 2.01.03.18 Light Industrial (LI).

This category is established to identify area of the city appropriate for location of light manufacturing, materials processing, storage of bulk commodities, distribution facilities and similar processes which usually require extensive site area to avoid adverse environmental risk to adjacent land and conflict with other urban activities. The total gross area covered by ~~the building, structures or~~ stored materials shall not exceed ~~50~~25 percent of the land area of the site upon which the activity is conducted. A conditional use may be applied for consideration of stored materials that exceed 25 percent of the land area.

Permission Key	P - Permitted as of right. C - Conditional - Level 3 review. S - Provisional - Level 2 review. A - Accessory - Ancillary to the principal use only, review may be required. SE - Special Exception - Level 2 review. T - Temporary - Permissible for a specific, set, limited time. Review or permit required. Blank spaces on this table indicate that the use is not permitted within zoning districts.																				
Uses	Zoning Districts																				
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Junkyard																					
Materials handling and storage																					
Indoor - Mini-warehouse/self-storage												C	SC	P							

Permission Key	P - Permitted as of right. C - Conditional - Level 3 review. S - Provisional - Level 2 review. A - Accessory - Ancillary to the principal use only, review may be required. SE - Special Exception - Level 2 review. T - Temporary - Permissible for a specific, set, limited time. Review or permit required. Blank spaces on this table indicate that the use is not permitted within zoning districts.																				
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Outdoor storage												A	A	A							

Permission Key	P - Permitted as of right. C - Conditional - Level 3 review. S - Provisional - Level 2 review. A - Accessory - Ancillary to the principal use only, review may be required. SE - Special Exception - Level 2 review. T - Temporary - Permissible for a specific, set, limited time. Review or permit required. Blank spaces on this table indicate that the use is not permitted within zoning districts.																				
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Recreational vehicle storage													C	E							





Sec. 7.10.02. - Additional design standards for large retail projects.

- (A) *Purpose.* These standards are intended to provide developers of large retail building development with guidelines for creating safer, efficient, pedestrian-friendly projects with human-scale orientation, while discouraging large, nondescript buildings and "unfriendly" pedestrian design, limited landscaping and vast non-shaded parking lots. As a basis for developing the guidelines, the citizens of the city and visitors alike will benefit from enhanced large retail project design, which accomplishes the following activities:
- (1) To encourage large, single building construction with definition that has the appearance of multiple buildings rather than enormous warehouses with unbroken, blank walls. Good design encourages clearly defined entryways, articulated roof lines to prevent monotony, pedestrian amenity areas and concealment of unsightly mechanical structures from public view;
 - (2) To encourage efficient, pedestrian- oriented design which effectively resolves the incompatibility between pedestrians and motorists, while providing interconnectivity between buildings, parking areas and other internal/external components;
 - (3) To encourage parking lot design that meets vehicular needs, while providing a safer, efficient comfortable pedestrian flow;
 - (4) To encourage adequate landscaping that allows large buildings and their components to blend with their surroundings, while providing screening and shade for the public benefit; and
 - (5) To encourage enhanced lighting and signage design, to avoid forms of nuisance and intrusiveness into adjacent areas, while enhancing public safety.
- (B) *Definition.* Any new commercial retail building, whose total gross leasable area equals or exceeds 25,000 square feet, specifically, mercantile uses, and/or shopping center uses.
- (C) *Additional development standards.* The following additional standards shall be required for all large retail projects:
- (1) *Facades/detail features.* No uninterrupted and/or unadorned length of any portion of the facade shall exceed 100 linear feet (this measurement shall not apply to the backs of buildings that are not visible to the public). Interruptions of the continuous lengths of the facade shall include wall plane projections and/or recesses of not less than five feet in off-set and a minimum of 20 feet in length and one or more of the following: Architectural features such as pilasters; columns; canopies/porticos; arcades, colonnades, and/or parapets (see Figure 7.10.02(a)). All facades shall include repeating patterns at intervals of no more than 30 feet, horizontally or vertically. The repeating patterns shall include windows, color changes, texture changes, material module changes, and/or surface modeling changes such as offsets, reveals or ribs of no less than 12 inches in width (see Figure 7.10.02(b)).

Figure 7.10.02(a)

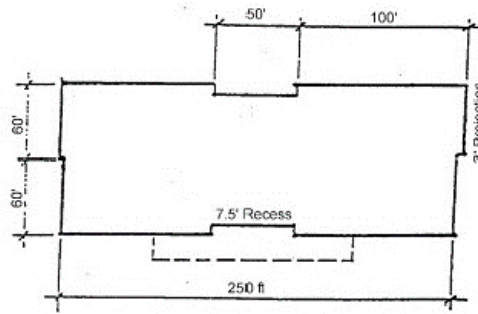
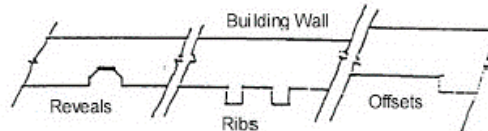
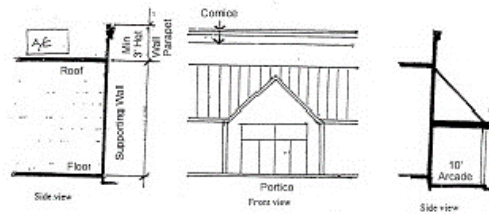


Figure 7.10.02(b)



- (a) Multiple stores within a single building. Where a large retail project contains individual stores that are less than 25,000 square feet of gross floor area each, with separate, exterior customer entrances, the street level facade of each store shall provide the design and/or placement such as windows between the height of three feet and eight feet above the walkway grade, for no less than 60 percent of the horizontal length of the building facade of each store.
- (2) *Materials.* Unfinished tilt-up concrete panels, prefabricated steel panels or similar non-glass, smooth faced panels shall not be exposed.
- (3) *Entryways.* Each business facade without an entrance shall include at least one customer entrance or be screened from public view with no less than 20 foot wide buffer. (This criteria is intended to improve aesthetics of buildings whose entrance may not be along the front facade and to improve appearance of an otherwise blank wall.) Customer entrances shall be clearly defined and include at least two of the following features: canopies/porticos, overhangs, recesses/projections, arcades, raised above-the-doorway cornice parapets, peaked roof forms, arches, outdoor patios, display windows, integrated architectural details such as tile work, moldings, planters or wing walls, and/or landscaped sitting areas. The non-customer/ loading areas shall be screened from public view with a landscaped buffer to be installed and approved by the Site Plan Review Committee.
- (4) *Roofs.* Flat unarticulated roof lengths, longer than 100 feet in length shall be concealed or addressed by utilizing at least two of the following options (see Figure 4-18.c):

Figure 7.10.02(c)



- (a) Effective concealment of flat roof lines, rooftop equipment and heating, ventilating and air conditioning (HVAC) units from any facade view by adjacent land uses of lesser intensity and public right-of-way. The parapet design shall be a minimum of three feet in height and shall incorporate a three dimensional cornice treatment. Alternative designs such as varying the parapet height for a minimum linear distance of 100 feet and a minimum vertical height of two feet shall be subject to approval by the Site Plan Review Committee.
 - (b) Overhanging eaves that extend no less than three feet past the supporting walls.
 - (c) Two or more sloping roof planes.
- (5) *Pedestrian circulation.* Large retail projects shall be pedestrian oriented through design features that enhance pedestrian safety, efficiency and connectivity with a clear definition between vehicular areas and pedestrian walkways.
- (a) *Sidewalks.* Pedestrian connectivity between the project building entrances and parking areas, public sidewalks, out parcel buildings and transit stops shall be clearly indicated through the use of landscaped areas and sidewalks which are made of materials such as scored concrete, pavers or bricks. All projects building sides with customer entrances shall include such a sidewalk along the full length of each facade.
 - (b) *Pedestrian amenity area.* Large retail projects shall include design features such as pedestrian amenity areas, which include well landscaped sitting areas with design components such as seating elements and/or other amenities in shaded areas. A minimum of four benches or other similar amenity, shall be provided at each customer entrance/pedestrian amenity area.
- (6) *Parking areas.* Parking lots and access aisleways shall be designed utilizing the following standards:
- (a) *Parking lot design.* Vast, unbroken parking lots are prohibited. Parking areas shall be designed so that no more than 100 spaces of the total required spaces are part of a clearly defined grouping of spaces. The groups shall be broken into individual lots and/or clearly separated by well landscaped or weather-protected pedestrian walkways, significant landscape or geographic features, and/or by design components of the proposed building(s). Separations shall be no less than eight feet in width at any point. No required parking space shall be located further than 500 feet from the nearest customer

entrance. At least 20 percent of the required parking spaces shall be placed in the rear or side areas of the proposed development, if feasible, as determined by the Site Plan Review Committee. Alternative designs that incorporate existing natural resources are encouraged, subject to approval by the Site Plan Review Committee; and/or

- (b) *Parking spaces.* The number of parking spaces shall be determined in accordance with the Land Development Code standards. Each parking space in excess of the minimum shall require an additional landscaped area of ten square feet to be placed within the internal parking area, frontage road, and/or right-of-way buffer. The use of pervious parking areas, including turf block may be considered for no more than 20 percent of the total constructed required parking spaces, subject to approval by the Site Plan Review Committee.
- (7) *Landscaping.* The following landscaping standards shall be incorporated into the design of all large retail projects:
 - (a) *Foundation.* Foundation landscaping shall be required for at least 50 percent of each facade length located along a public right-of-way, parking area or which includes a customer entrance (see Figure 7.10.02(d)). The landscaping shall be incorporated into a minimum of a five-foot wide landscaped bedding area located between and in addition to the required building sidewalk and the first vertical wall of the building facade. Large commercial planters or alternative designs may be used to meet these criteria (see Figure 7.10.02(e)).

Figure 7.10.02(d)

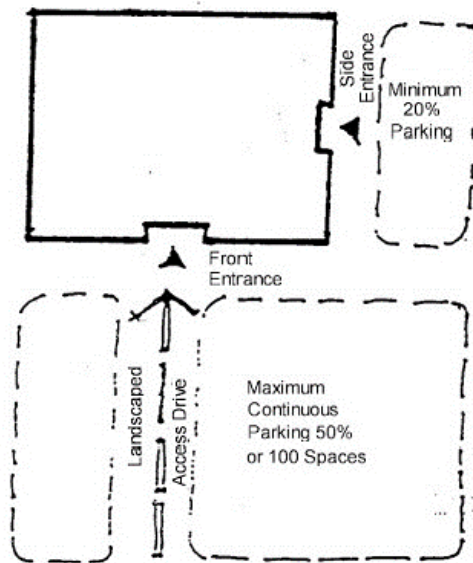
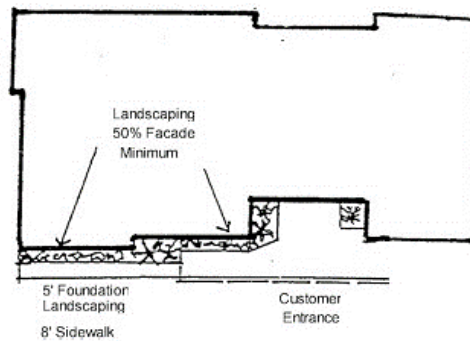
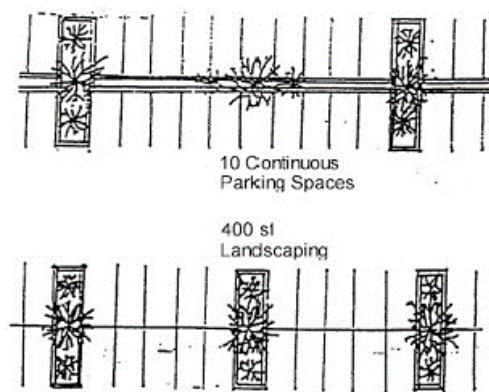


Figure 7.10.02(e)



- (b) *Bufferyards.* Bufferyards, rather than setbacks, shall be required along all collector and arterial roadways, which include an unbroken (except for required driveways, sidewalks and other public safety elements), landscaping area no less than 30 feet in width and planted according to Buffer standards. If existing vegetation is to be preserved, a varying buffer design may be utilized where the average width is 20 feet. Alternative designs are subject to approval by the Site Plan Review Committee.
- (c) *Parking areas.* Every ten spaces shall be designed with 400 square feet of landscaping to be placed in medians or islands and shall include at least one over-story tree, one under-story tree and six shrubs. No median shall be less than five feet in width and no more than ten spaces shall be continuous without landscaping (see Figure 7.10.02(f)). Grouping of landscaped islands is encouraged to promote the healthy growth of larger trees. Alternative designs are subject to approval by the Site Plan Review Committee, but in no case shall the total required landscaping area be decreased.

Figure 7.10.02(f)



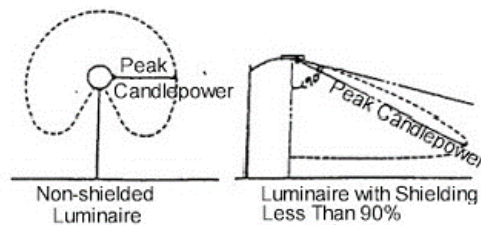
- (d) *Access driveway.* Main access driveways from the public right-of-way into the proposed development shall be completely separated from any parking area and/or pedestrian walkway by a landscaped island, not including intersection and walkways. At least one, four-inch (dbh), over-story tree shall be planted or preserved at 40 feet on-center spacing.

(e)

Frontage roads. Frontage roads need not be landscaped; however, when parking area landscaping cannot be met, the Site Plan Review Committee may approve no more than 20 percent of the required parking area landscaping for placement along frontage roads.

- (f) *Drainage retention areas (DRA).* In addition to all land development requirements, a landscaped buffer shall be planted adjacent to public right-of-way and/or access drives, in coordination with an approved DRA. Alternative DRA design is encouraged, subject to approval by the Site Plan Review Committee.
- (g) *Tree preservation.* All large retail projects shall comply with tree preservation standards and the requirements shall be in addition to divisions (C)(7)(a), (b) and (c) of this section.
- (8) *Exterior lighting.* Exterior lighting design shall enhance security of pedestrians and motorists alike. All pedestrian walkways and parking spaces shall be adequately lighted through the use of individual or combination lighting features such as standard luminaire, street lamp, and/or bollard types of fixtures. Alternative designs are subject to approval by the Site Plan Review Committee (see Figure 7.10.02(g)). Lighting shall be designed according to the following standards:

Figure 7.10.02(g)



- (a) *Maximum height.* Exterior light sources such as luminaries or lampposts shall not exceed 20 feet in height. Shielded light sources may not exceed 35 feet in height.
- (b) *Illumination.* All lighting shall be designed to minimize the spillage onto adjacent noncompatible land uses. Non-shielded fixtures are permitted and maximum illumination factor of five foot candles. Shielded fixtures are permitted a maximum illumination factor of 12 foot candles.
- (c) *Location design.* Lighting sources (interior or exterior) shall be shielded from vehicular travel lanes so that glare to motorists is minimized. Areas located on waterways, such as docks and nature trails and other regulated areas shall utilize shielded light fixtures so that the light source is adequately shielded from view on the waterway or regulated area. Lighting and other improvements, such as cart returns, shall be incorporated into the landscape design.
- (d) *Exterior illumination.* Exterior illumination shall be engineered for public safety and not impact adjacent properties to an extent greater than is necessary to address the safety issue. Lighting plans may be required by the Site Plan Review Committee and extensive

lighting systems justified by appropriate study at the applicant's expense.

- (9) *Signage*. Signage shall be designed as part of a complete system and may be approved as part of the overall site plan, without acquiring a separate permit.
- (10) *Outdoor storage and sales*. Outdoor storage (including seasonal storage trailers) and sales shall be permitted in designated areas only, as approved during development site plan review and shall be screened from view from residential land districts and uses through landscaping and/or other design features.
- (11) *Compliance*. In addition to the application requirements of the LDC, a colored facade rendering shall be submitted to the Director of Development at time of application submission to ensure that the development standards required herein are adhered to.
- (12) *Conflict*. In the case of any conflicts between these requirements and requirements contained in the city's Building Code, and/or Florida Building Code, the more stringent code shall prevail.

CITY MANAGER'S REPORT 4.1

Select date for storm prep update

Issue:

Council requested a meeting to discuss the City's storm preparation procedure. A date for the meeting needs to be selected.

Background:

Attachment(s):

None

Fiscal Impact:

Staff Recommendation:

CITY MANAGER'S REPORT 4.2

Citizen Advisory Task Force appointments

Issue:

Appoint CATF Board

Background:

The City is considering applying for a CDBG (Neighborhood Category) for funding to be used for Zephyr Park improvements. One of the grant requirements includes the establishment of a Citizens Advisory Task Force (CATF) made up of Zephyrhills residents that fall into the category of LMI (low - moderate income). The CATF will meet with the grant consultant to review the grant opportunity and go over the process and make a recommendation to the City Council. A list of candidates who have agreed to fill this Board includes:

Joel Bacon

Ellen Taylor

David Armstrong

Gary Hatrick

Erica Freeman

Talisha MacKenzie

Attachment(s):

None

Fiscal Impact:

NA

Staff Recommendation:

Approve list of CATF appointments.

CITY MANAGER'S REPORT 4.3

Alcohol Approval for Special Event Mainstreet Madness-Hosted by Mainstreet Zephyrhills, April 25th, 2025 from 5pm-9pm. The event will take place in Downtown 5th Ave.

Issue:

The first annual Mainstreet Madness event will be held downtown on April 25, 2025 from 5pm to 9pm. The event organizers are requesting approval to close 5th Avenue from 7th Street to 10th Street and also designate the event a wet zone for alcohol consumption.

Background:

Attachment(s):

1. CrystalReportViewer1 - 2025-03-25T143627.575
2. Mainstreet Madness Map
3. MSM FLYER FINAL 03.25.25 v3 (1)

Fiscal Impact:

No fiscal impact

Staff Recommendation:

Staff recommends approval of the Mainstreet Madness event on April 25th which includes a wet zone.

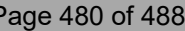


PLAN DETAILED REPORT SEP-000030-2025 FOR CITY OF ZEPHYRHILLS

Plan Type: Special Event Permit	Project:	App Date: 03/25/2025
Work Class: Special Event Permit	District: City of Zephyrhills	Exp Date: 09/22/2025
Status: In Review	Square Feet: 0.00	Completed: NOT COMPLETED
Valuation: \$0.00	Assigned To: Carlos Maldonado	Approval
Description: Main Street Madness-event on April 25th 5pm-9pm downtown (alcohol event).		Expire Date:

Parcel:	Address:	Zone:
Applicant KERNS FAMILY CONSTRUCTION CO 5031 AIRPORT RD ZEPHYRHILLS, FL 33542 Business: (813)996-0772 Mobile: (813) 294-5158	Applicant Antwon Gildon 5325 9th St. Zephyrhills, FL 33542 Business: 8137146789 Mobile: (813) 714-6789	

Note	Created By	Date and Time Created
1. Requirements *Special Event Meeting *Certificate of insurance with liquor liability *City Council approval *Map showing the wetzone.	Carlos Maldonado	03/25/2025





PRESENTS

MAIN STREET MADNESS



MainStreetZephyrhills.org
@MainStreetZills
f



Music & Market



Don't be late for this very important date!
APRIL 25TH ♠ 5PM - 9PM

Downtown Zephyrhills ♥ 38500 5th Ave

Sponsors:



NOTED ITEMS 5.1

16-25-03 Utility Easement First Presbyterian Church

Issue:

Background:

Attachment(s):

1. 16-25-03 Utility Eastment First Presbyterian Church

Fiscal Impact:

Staff Recommendation:

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 17th day of March, 2025 by the **First Presbyterian Church**, with an address of **5510 19th St., Zephyrhills, FL 33542-4599**, hereinafter called "Grantor" to the **CITY OF ZEPHYRHILLS, FLORIDA**, a municipal corporation, whose address is **5335 8th St., Zephyrhills FL 33542**, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the water distribution system, gravity sewer collection system, lift stations & sewer force mains, stormwater drainage, and all other equipment and appurtenances as may be necessary or convenient for the operation of the water, sewer, and stormwater utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property **described on Exhibit A attached hereto** (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water, and/or sewer, and/or stormwater utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the water, sewer, and stormwater facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. (a) **WATER SYSTEM** - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) **PUMP STATION & SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) **GRAVITY SEWER SYSTEM** - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

(d) **REUSE SYSTEM** - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

Return to: City Clerk
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Parcel ID: 11-26-21-0010-11100-0010

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

Witness Signature

Print Name

Address

Address

Witness Signature

Print Name

Address

Address

By:

Authorized Representative's Signature

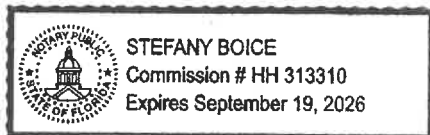
Representative's Name Printed

Address

Address

State of FLORIDA
County of PASCO

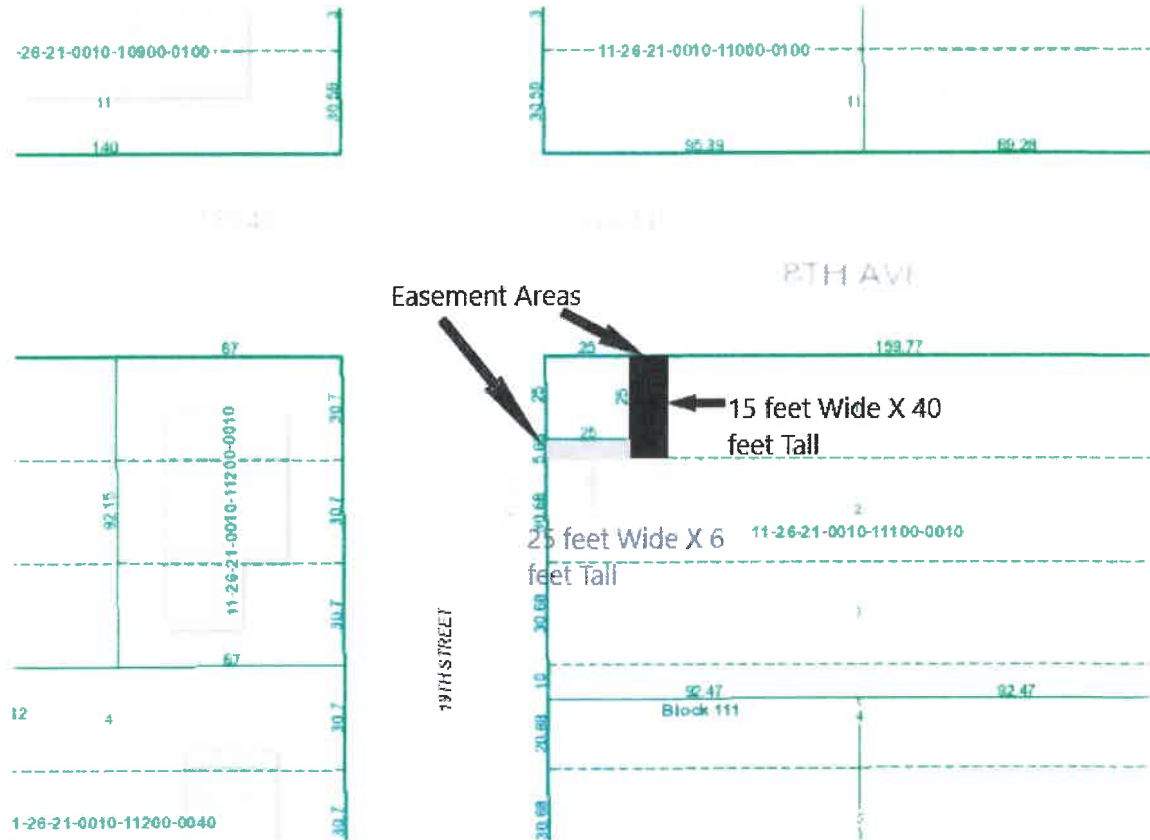
The foregoing instrument was acknowledged before me this 17th day of March, 2025 by Richard Cutcliffe who is personally known to me or has produced Drivers License as identification.



Notary Public

EXHIBIT "A"

Easement Description: As shaded and described below.



ZH MB 1 PG 54 LOTS 1-3 & N 10 FT OF LOT 4 BLK 111 & EXC PCL DESC
AS:COM AT NW COR OF LOT 1 BLK 111 TH S89DEG 28'40"E 25.00 FT TH
S00DEG 01'00"E 25.00 FT TH N89DEG 28' 40"W 25.00 FT TH N00DEG 01' 00"W
25.00 FT TO POB OR 1102 PG 411

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NOTED ITEMS 5.2

ZEDC FY24-25 Work Plan Update

Issue:

Background:

Attachment(s):

1. ZEDC Work Plan Update

Fiscal Impact:

Staff Recommendation:



**Greater Zephyrhills Chamber Board
Committee Liaison**
Dr. Randall Stovall, PHSC Provost Emeritus

City of Zephyrhills
Billy Poe, City Manager
Todd VandeBerg, Planning Director
Kevin Weiss, Public Information Officer
Gail Hamilton, CRA Director

Greater East Pasco Chamber of Commerce
Vicki Wiggins, President & CEO

Main Street Zephyrhills, Inc.
Antwon Gildon, Director

Pasco Economic Development Council
Tom Ryan, Economic Development

Zephyrhills Municipal Airport
Nathan Coleman, Airport Manager

ZEDC Advisory Council

Dr. Randall Stovall, Stakeholder, Chair
PHSC Provost Emeritus

Carlos Acevado
Career Source Pasco/Hernando

Kevin Bahr
Bahr's Propane Gas & A/C

Paul Correia
Sun State Aluminum

Katie Duncan
AdventHealth Zephyrhills

Alex Hulbert
BGE Civil Engineering

Tim Linville
E-Z Clean Car Wash

Brent Nye
Nye Commercial Advisors

Tim Pierson
CenterState Bank

Mike Prillman
Berkshire-Hathaway Florida Properties

Patty Sarne
San Antonio Citizens Federal Credit Union

Skip Skairus
SouthState Bank

Tom Vanater
Phillip Michael, Inc

David West
Dade City Church of Christ

WORK PLAN UPDATE

March 10, 2025

Wm. Billy Poe
City Manager
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

FY 2024-25 Work Plan Adjustment

Thank you for your flexibility for the work plan and allowing us to swap the projects in order to better serve the City and the local manufacturing companies.

The proposal is to move the Career Fair to year 3 and to move Marketing Upgrades (the website, facebook, etc.) to year 2.

Please let us know if you have any questions and if this is approved by the City.

Sincerely,

Vicki Wiggins
President & CEO
Greater East Pasco Chamber of Commerce

Dr. Randy Stovall
ZEDC Advisory Chair

www.ClearlyZephyrhills.com

38550 Fifth Ave., Zephyrhills, FL 33542 | (813) 782-1913 | ceo@eastpascochamber.org