



**CITY OF JACKSONVILLE BEACH
FLORIDA**

MEMORANDUM TO:

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

Council Members:

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council on **Monday, July 20, 2015, at 7:00 P.M. in the Council Chambers, 11 North Third Street, Jacksonville Beach, Florida.**

**Opening Ceremonies: Invocation
Salute to the Flag**

Roll Call

1. **APPROVAL OF MINUTES:**

- Regular City Council Meeting held June 15, 2015
- Executive Session of the City Council held June 19, 2015

2. **ANNOUNCEMENTS:**

3. **COURTESY OF THE FLOOR TO VISITORS:**

4. **MAYOR AND CITY COUNCIL:**

- (a) Lifeguard Commendation

5. **CITY CLERK:**

6. **CITY MANAGER:**

- (a) Accept the Monthly Financial Reports for the Month of June 2015
- (b) Approve the Acceptance of the Local Justice Assistance Grant (JAG) #2015-H3023-FL-DJ, in the Amount of \$12,039

Memorandum, Mayor and City Council
City Council Agenda for July 20, 2015

- (c) Approve an Agreement to Lease Land Owned by the City on Golf View Circle in Ponte Vedra, to the Municipal Service District of Ponte Vedra for Use as a Park
- (d) Approve Execution of a Continuing Services Contract with *Biotraits Chemical, Inc.*, as the Primary Contractor, and *Hands On of Florida, LLC*, as the Secondary Contractor for Graffiti Abatement Services in Response to RFP No. 02-141, Graffiti Abatement Continuing Services Contract
- (e) Approve Standby Contracts with *Ceres Environmental Services, Inc.*, as the Primary Contractor, and *AshBritt, Inc.*, as the Secondary Contractor in Response to RFP #04-1415, Standby Contract for Disaster Debris Management, Recovery and Response Services

7. **RESOLUTIONS:**

(a) **RESOLUTION NO. 1948-2015**

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA ADOPTING THE DUVAL COUNTY 2015 LOCAL MITIGATION STRATEGY DOCUMENT.

8. **ORDINANCES:**

ADJOURNMENT

Respectfully submitted,

/s/George D. Forbes
CITY MANAGER

GDF:ls
07/15/15

If a person decides to appeal any decision made by the City Council with respect to any matter considered at any meeting, such person may need a record of the proceedings and, for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299, ext. 10, no later than 12:00 PM, Friday, July 17, 2015.

**Minutes of Regular City Council Meeting
held Monday, June 15, 2015 at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida.**



CALL TO ORDER:

Mayor Charlie Latham called the meeting to order at 7:00 P.M.

OPENING CEREMONIES:

Invocation was given by Council Member Vogelsang; followed by the Salute to the Flag.

ROLL CALL:

Mayor: William C. Latham

Council Members: Lee Buck Keith Doherty Christine Hoffman (*absent*)
 Bruce Thomason Phil Vogelsang Jeanell Wilson

Also present was City Manager George Forbes, and City Clerk Laurie Scott.

APPROVAL OF MINUTES

It was moved by Ms. Wilson, seconded by Mr. Thomason, and passed unanimously, to approve the following minutes as presented:

- Regular City Council Meeting held June 1, 2015

ANNOUNCEMENTS

Council Member Vogelsang -

Council Member Vogelsang announced he attended the opening of the new restaurant Gusto.

Mayor Latham -

Mayor Latham made the following announcements and comments:

- He attended the graduation ceremonies for Fletcher High School Class of 2015 on Wednesday, June 3, 2015.
- He recognized Jacksonville Beach Police Department, Jacksonville Beach Fire Department and Parks & Recreation for their "Never Quit" D-Day event held on June 6, 2015.
- He announced he will be serving on the City of Jacksonville's "A Safer Jacksonville" committee.

COURTESY OF THE FLOOR TO VISITORS:

Speakers:

- Fernando Meza, 607 7th Avenue South, Jacksonville Beach, discussed SRX Licenses. He presented the handout titled "SRX-Special Restaurant Licenses" to Council. (on file)
- Kurtis Loftus, 2815 St. Maartens Court, Jacksonville Beach, announced the upcoming Deck the Chairs meeting. He presented a business card advertisement for Deck the Chairs to Council. (on file)

MAYOR AND CITY COUNCIL:

- Mayor Latham presented a Proclamation recognizing Mikayla Musso, an 8th grade student from Fletcher Middle School, as City of Jacksonville Beach's Student Leader of the Year for 2014-15.

CITY CLERK:

CITY MANAGER:

(a) Accept the Monthly Financial Reports for the Month of May 2015

Motion: It was moved by Ms. Wilson, seconded by Mr. Thomason, to accept the Monthly Financial Reports for the Month of May 2015 as presented by the Chief Financial Officer.

Roll call vote: Ayes – Buck, Doherty, Thomason, Vogelsang, Wilson and Mayor Latham; motion carried unanimously.

(b) Approve the Request to Schedule for a Shade Meeting Pursuant to Florida Statute 286.011(8) to Discuss Pending Litigation

Motion: It was moved by Ms. Wilson, seconded by Mr. Thomason, to schedule a Shade Meeting pursuant to Fla. Stats. 286.011(8) in the case of *Church of Our Savior V. The City of Jacksonville Beach*, to take place at 4 P.M. on Friday, June 19, 2015, and to schedule a Shade Meeting in the case of *Las Olas Development, LLC. V. City of Jacksonville Beach* to take place at 5 P.M. on Friday, June 19, 2015.

The Shade Meeting was requested by the City Attorney, Susan Erdelyi.

Mr. Forbes explained the processes and rules for the Council Members to conduct a Shade Meeting. He stated that the purpose of the Shade Meeting will be to discuss litigation strategy in the matters involving the *Church of Our Savior* and *Las Olas Development, LLC*.

The Mayor further explained there would be a court reporter present to take the minutes from the meeting. The minutes would be available to the public after a settlement agreement has been reached in the lawsuits.

Roll call vote: Ayes – Doherty, Thomason, Vogelsang, Wilson, Buck, and Mayor Latham; motion carried unanimously.

- (c) **Authorize the City Manager and Mayor to Sign an Agreement Between the City of Jacksonville Beach and the Florida Department of Corrections, Located in Lawtey, Florida for Training Purposes.**

Motion: It was moved by Ms. Wilson, seconded by Mr. Thomason, to authorize the City Manager and Mayor to sign an agreement between the City of Jacksonville Beach and the Florida Department of Corrections, for the purpose of firearms training and qualifications, as described in the memo from Patrick K. Dooley, Chief of Police, dated June 6, 2015.

Mr. Forbes explained the agreement with the Department of Corrections permits Jacksonville Beach Police Officers to conduct firearms training at their facility, at no cost to the City. He stated for the record, these are short term agreements and as long as those agreements are in substantial conformance with the agreement they have today, that the Mayor and he would sign future agreements.

Roll call vote: Ayes – Thomason, Vogelsang, Wilson, Buck, Doherty and Mayor Latham; motion carried unanimously.

- (d) **Approval to Execute a Contract with the Shepherd Agency for Marketing Services in Response to RFP No. 01-1415 Market Services for Beaches Energy Services**

Motion: It was moved by Ms. Wilson, seconded by Mr. Thomason, to approve the contract with the Shepherd Agency for Marketing Services for Beaches Energy Services for a period of five (5) years, with the City Manager having the authority to renew the contract for three (3) additional one-year periods.

Mr. Forbes presented the history of the branding of Beaches Energy Services. He stated we would like to continue with marketing the Beaches Energy Services. Request for Proposal (RFP) invitations were sent out to 30 firms with seven (7) responding. Evaluation teams ranked the top four (4) firms, interviewed them, and selected the Shepherd Agency. The company is located in Jacksonville, with many of their employees living at the Beach.

Discussion

Ms. Wilson questioned why the City would need to devote funding to marketing services, since we have a captive audience who does not have any other options but to select Beaches Energy Services.

Mr. Forbes stated we believe the competition is anyone they can compare you to. We teach our employees if our customers did have a choice, would they choose us? If you have the best customer service, and if your customers or citizens are not aware of it, then it does not mean much. We continue to advertise energy rebates, promote relevant energy conservations, new ways in which to pay utility bills, and conduct customer satisfaction surveys to continually improve Beaches Energy for our customers.

Ms. Wilson asked if there was a mandate on funding expenditures on the project.

Mr. Forbes responded by stating there is not a mandate on the amount needed to be spent on the project.

Mr. Doherty asked about the criteria the scoring process.

Trish Roberts, Deputy City Manager explained the criteria as listed in the RFP. She stated the firms were graded based on their qualifications and experience, creative approach, references, vendor utilization, and their fee proposal.

Mr. Doherty asked if there was a formula for each of these categories.

Ms. Roberts detailed that scoring as provided in the RFP.

Mr. Vogelsang expressed his concern due to the closeness in ranking of the firms and that further review of the proposals should be conducted. He recommended proposing an amended motion tabling the approval of the contract until the next meeting.

Amended Motion: It was moved by Mr. Vogelsang, seconded by Mr. Doherty to table the matter [of the approval of the Contract] until the next meeting.

Roll call vote – Ayes: Vogelsang, Doherty
Nays: Wilson, Buck, Thomason, Mayor Latham
Amended motion failed to pass by a vote of 4 to 2.

Mr. Vogelsang commented if going forward, the Council Members would receive information on the details on the selection processes and ranking decisions in their packets.

Roll call vote – Ayes: Wilson, Buck, Thomason, Mayor Latham
Nays: Doherty, Vogelsang
Motion passed by a vote of 4 to 2.

(e) **Approve the 2015 Downtown Action Plan and Authorize Sending the Plan to the Community Redevelopment Agency**

Motion: It was moved by Ms. Wilson, seconded by Mr. Thomason, to approve the 2015 Downtown Action Plan dated June 15, 2015.

Mr. Forbes reported survey respondents liked the downtown infrastructure improvements, but felt that more attention should now be directed toward:

- Making Downtown attractive to a variety of residents and visitors of all ages,
- Increasing transportation and parking options, making it easier to get Downtown,
- Making visitors feel safer, and
- Creating a sense of place by adding design features that make Downtown a unique and memorable destination.

Mr. Forbes asked the Council to approve the 2015 Downtown Action Plan and if approved, authorize the Action Plan to be sent to the Community Redevelopment Agency, for their review and recommendations on Amendments to the Downtown Redevelopment Plan necessary to implement the Action Plan. Mr. Forbes added that the recommendations for amendments to the Downtown Redevelopment Plan would also be reviewed by the Planning Commission for consistency with the City's Comprehensive Plan.

Mr. Forbes reviewed the slide presentation and discussed the key concepts of the Action Plan. (Slides on file)

Discussion

Mr. Vogelsang proposed an amended motion to remove or modify the language of A.7, of the Downtown Action Plan. He stated his opposition to placing a park or any permanent fixtures in Latham Plaza.

Mr. Doherty asked Mr. Forbes to clarify if we are approving each line item in the plan or adopting the Action Plan itself.

Mr. Forbes responded that Council is just voting on the Action Plan. The details of implementing the Plan will come before Council at a later time.

Mr. Buck stated he was opposed to A.7 being removed from the Action Plan.

Ms. Wilson stated she opposed permanent structures in Latham Plaza. She recommended adding additional equipment to the current children's parks in the City and would approve the use of temporary structures for seating.

Mr. Thomason stated his opposition to playground equipment in Latham Plaza, West of 1st Street, but would support a children's playground in the far southeast corner near the Boardwalk. He opposed removing A.7 from the plan.

Mr. Buck stated he would support a playground in the far southeast corner near the Boardwalk.

Mayor Latham suggested City staff create a list prioritizing those items that can be addressed quickly after the Action Plan is approved and is returned from the CRA.

Mr. Thomason asked if approval was required by City Council and funding obtained from CRA before the City streets can be cleaned.

Mr. Forbes responded that we do not need approval to clean the streets, but we intend to request the CRA to fund pieces of equipment which may require significant investments.

Amended Motion: It was moved by Mr. Vogelsang, seconded by Mr. Doherty, to modify the language for A.7 of the Action Plan to read "Develop a Master Plan to Improve the Use of Public Space in Latham Plaza."

Discussion

Ms. Wilson asked if we wanted to include language to prohibit activities for which fees are charged.

Mr. Vogelsang responded the language to prohibit activities for which fees are charged did not need to be added.

Mr. Buck stated he is opposed to the amended motion.

Mr. Thomason asked for clarification on the property location of Latham Plaza.

Roll call vote: Ayes: Doherty, Vogelsang, Wilson, Mayor Latham

[Amended motion] Nays: Buck, Thomason

Amended motion to modify the language for A.7 of the Action Plan, passed by a vote of 4 to 2.

Roll call vote: Ayes: Doherty, Thomason, Vogelsang, Wilson, Buck and Mayor Latham;
motion carried unanimously to approve the 2015 Downtown Action
Plan.

Motion: It was moved by Ms. Wilson, seconded by Mr. Thomason to authorize the Action
Plan to be sent to the Community Redevelopment Agency, for their review and
recommendations on Amendments to the Downtown Redevelopment Plan necessary
to implement the Action Plan authorize the action plan.

Roll call vote: Ayes - Thomason, Vogelsang, Wilson, Buck, Doherty, Mayor Latham;
motion carried unanimously.

RESOLUTIONS:

ORDINANCES:

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:33 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, MAYOR

Date: _____

**Minutes of Executive Session of the City Council
held Friday, June 19, 2015 at 4:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida.**



CALL TO ORDER:

Mayor Charles Latham called the meeting to order at 5:02 P.M.

The following Council Members were in attendance:

Mayor: William C. Latham

Council Members: Lee Buck Keith Doherty Christine Hoffman
Bruce Thomason Phil Vogelsang (absent) Jeanell Wilson

Also present were City Manager George Forbes, City Attorneys Susan Erdelyi and Dale Scott, and City Clerk Laurie Scott.

Mayor Latham reported the City Council completed the first Shade Meeting in the matter of *Church of Our Savior vs: City of Jacksonville Beach*.

City Attorney Susan Erdelyi read the following statement for the record:

We would like for the Council to give our attorney Dale Scott authority to pursue the appeal and to report back to the City Council after the mediation, for further direction.

Mayor Latham called for any objections by the Council Members.

There were no objections noted by the Council Members.

Mayor Latham stated the City Council will move forward on the City Attorney's request.

We are going to initiate a second Shade Meeting. In attendance will be Mayor Latham, Council Member Jeanell Wilson, Council Member Chris Hoffman, Council Member Keith Doherty, Council Member Lee Buck, Council Member Bruce Thomason, City Attorneys Dale Scott and Susan Erdelyi, and City Manager George Forbes. The Shade Meeting is expected to last for fifteen minutes.

The Council Members unanimously approved to proceed to the second Shade Meeting.

Mayor Latham closed the Public Meeting at 5:05 P.M.

Mayor Latham re-opened the Public Meeting at 5:25 P.M.

Mayor Latham stated the Public Meeting has been re-opened after the completion of the second Shade Meeting in the case of *Las Olas Development, LLC vs: City of Jacksonville Beach*.

Minutes of the Executive Session of the City Council
held Friday, June 19, 2015

Mayor Latham asked if there were any discussion by the Council Members.

There were no discussions noted by the Council Members.

The City Attorney Susan Erdelyi asked for clarification from Mayor Latham *“that there is no direction to be given the City Attorney on this case.”*

Mayor Latham stated there is no additional information to be passed to the City Attorney in this case.

Mayor Latham closed the Public Meeting at 5:26 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, MAYOR

Date: July 20, 2015



POLICE DEPARTMENT
Patrick K. Dooley
Chief of Police

City of
Jacksonville Beach
Police Department
101 Penman Road, South
Jacksonville Beach
FL 32250
Phone: 904.247.6343
Fax: 904.247.6342

www.jacksonvillebeach.org

TO: Charlie Latham, Mayor, City of Jacksonville Beach
FROM: Patrick K. Dooley, Chief of Police
SUBJECT: Departmental Award – Meritorious Service
DATE: July 10, 2015

I have received a memorandum from Anthony S. Dziejicki, Patrol Sergeant, recommending the following City of Jacksonville Beach Ocean Rescue lifeguards receive a police departmental award for their outstanding actions performed on June 27, 2015:

- Travis Blakeslee
- Dalton Bruce
- Ross Ghiotto
- Shane Obi
- Samantha Peters
- Gordon Von Dusen
- Joe Walcutt

While on duty and patrolling the beach, these lifeguards observed a male go unconscious and fall to the ground. Once contact was made with the individual, it was discovered that he was not breathing. The lifeguards immediately initiated cardiopulmonary resuscitation (CPR) and then used an automated external defibrillator (AED) to provide a brief electroshock to the heart.

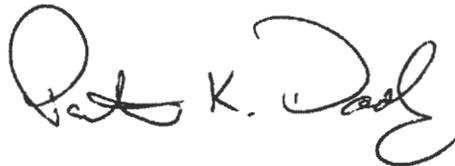
Immediately following, the subject’s heart began to beat, and he was breathing and conscious; however, seconds later he again went unconscious and again had no pulse. As a result, they used the AED for a second instance to deliver another electroshock which ultimately caused the subject to regain a pulse, breathing, and consciousness.



All of these actions were done while the lifeguards were continuing CPR, loading the subject onto an Ocean Rescue truck, and transporting him to a location where the rescue unit could take custody and transport him to a medical facility. By the time the rescue unit was finally in contact with the subject, he was completely alert and communicating with lifeguards and rescue personnel.

The quick and decisive actions of these Ocean Rescue lifeguards gave this person a second chance for life. Their performance clearly meets the criteria for a Meritorious Service Award which consists of a certificate, ribbon, and police department coin.

I recommend you present this award to these lifeguards on behalf of the police department on July 20, 2015, at the City Council meeting. Their actions during this incident reflect highly on the City of Jacksonville Beach, and it is an outstanding example of the service provided to our citizens.

A handwritten signature in black ink, appearing to read "Paul K. Dool". The signature is written in a cursive style with a large initial "P" and a long, sweeping underline.

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6274
Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: George D. Forbes, City Manager
FROM: Karen Nelson, Chief Financial Officer
SUBJECT: Monthly Financial Reports for June 2015
DATE: July 7, 2015

Action Requested

Accept the monthly financial reports for the month of June 2015.

Background

The monthly financial reports for June 2015 are being provided for your information and review. These reports can be found in the "Reports and Information" portion of this agenda.

Recommendation

Accept the monthly financial reports for the month of June 2015, as submitted by Karen Nelson, Chief Financial Officer.



City of

Jacksonville Beach

Police Department

101 Penman Road, South

Jacksonville Beach

FL 32250

Phone: 904.247.6343

Fax: 904.247.6342

www.jacksonvillebeach.org

To: George D. Forbes, City Manager

From: Patrick K. Dooley, Chief of Police

Subject: Request to Accept 2015 Local Justice Assistance Grant (JAG) Grant.

Date: July 14, 2015

ACTION REQUESTED:

Acceptance of the Local Justice Assistance Grant (JAG) #2015-H3023-FL-DJ, in the amount of **\$12,039**.

BACKGROUND:

The Police Department has been notified that they are eligible to receive a Justice Assistance Grant from the Department of Justice for FY-2015-2016, in the amount of **\$12,039**. The police department intends to use the funds to:

1. Upgrade four current traffic radars used in traffic enforcement. The approximate total cost for the four radar units is **\$10,856**.
2. Purchase 20 handheld LED batons for officers, community service officers and volunteers to be more visible when conducting traffic details **\$819.00**.
3. Purchase one LED roadside flare kit **\$336.00**.

RECOMMENDATION:

Approve the acceptance of the Justice Assistance Grant in the amount of **\$12,039** for traffic radars, LED batons and one set of LED road flares, as described in a memo from Chief Dooley dated July 14, 2015.



BUDGET DETAIL WORKSHEET

| <u>Items</u> | <u>Computation</u> | <u>Total</u> |
|---|--------------------|---------------------------------|
| <u>Cost</u> | | |
| (4) Directional Golden Eagle II, dual antenna, Ka-Band DCM | \$2,525.00 ea. | \$10,100.00 |
| (4) Display Separation Kit & Plates - separates the display face from the counting unit | \$60.00 ea. | \$240.00 |
| (4) Eagle II Series Carrying Case | \$95.00 | \$380.00 |
| (4) Shipping & Handling costs | \$34.00 | \$136.00 |
| (20) LED Safety Baton | \$40.95 | \$819.00 |
| (1) LED Road Flare Kit | \$336.00 | \$336.00 |
| | | <u>Total \$12,011.00</u> |
| | | (28.00) |

TOTAL AMOUNT OF GRANT: \$12,039.00







City of

Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.270.1639

www.jacksonvillebeach.org

TO: George Forbes
City Manager

FROM: Jason Phitides
Property and Procurement Officer

DATE: July 3, 2015

RE: Lease Agreement to allow the Municipal Service District of Ponte Vedra to lease land owned by the City on Golf View Circle in Ponte Vedra.

ACTION REQUESTED:

Approve an agreement to lease land owned by the City on Golf View Circle in Ponte Vedra, to the Municipal Service District of Ponte Vedra, for use as a park.

BACKGROUND:

The City of Jacksonville Beach owns land at 460 Golf View Circle in Ponte Vedra that was used as an electric substation by Beaches Energy Services.

When Beaches Energy rebuilt the distribution system and consolidated to one voltage, this substation was no longer needed and was taken out of service. Since that time, the property has not been used. The perimeter of the property is fenced and Beaches Energy maintains a consistent landscape program to control the vegetation.

The Municipal Service District of Ponte Vedra has requested that they be allowed to use this property for parks and recreation services to the general public. The purpose of the Municipal Service District of Ponte Vedra is to provide services to the public.

City staff has reviewed this request and have no objection to leasing this land to the Municipal Service District of Ponte Vedra.

Key provisions of this lease are as follows:

1. The lease is for a period of ten (10) years.
2. Use of this land is solely for parks and recreation services to the general public.



3. The lease specifically prohibits the land to be used for parking, buildings or structures.
4. The Lessee shall be responsible to maintain and keep the property in good condition and repair throughout the term of the lease.
5. The Lessee shall maintain liability insurance and co-insure the City of Jacksonville Beach.
6. The Lessee may not assign the lease or sublease the property.
7. Either party may terminate the lease by giving thirty (30) days advance notice in writing.

RECOMMENDATION:

Authorize the Mayor and City Manager to execute an agreement between the City of Jacksonville Beach, and the Municipal Service District of Ponte Vedra, for vacant land to be used as a park that is located at 460 Golf View Circle in Ponte Vedra.

AGREEMENT OF LEASE
BETWEEN THE CITY OF JACKSONVILLE BEACH AND THE MUNICIPAL SERVICE DISTRICT
OF PONTE VEDRA BEACH FOR LAND IN ST JOHNS COUNTY

THIS AGREEMENT OF LEASE (hereinafter referred to as this "Lease"),
made this 1ST day of August, 2015, by and between the City of Jacksonville
Beach, FL (hereinafter referred to the "City", and The Municipal Service
District of Ponte Vedra (hereinafter referred to as the "Lessee"),

WITNESSETH, THAT WHEREAS, the City owns certain property within St
Johns County located at 460 Golf View Circle between Solana Road and Jackson
Avenue. The subject property is depicted on the Map Showing Boundary
Survey of the property and is attached hereto as Exhibit A (hereinafter referred to
as the "Property"),

NOW THEREFORE, IN CONSIDERATION of the mutual entry into this Lease
by the parties hereto, for the sum of one dollar (\$1.00) per year and other good
and valuable consideration, the receipt and adequacy of which are hereby
acknowledged by each party hereto, the City hereby leases to the Lessee and the
Lessee hereby leases from the City, in its "AS IS" condition, the Property described
above and as depicted in Exhibit A.

SUBJECT TO THE OPERATION AND EFFECT of any and all
instruments and matters of records or in fact,

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. Term.

1.1. Length. This Lease shall be for a term (the "term") for ten (10) years beginning the date this Lease is approved by the City of Jacksonville Beach.

1.2 Termination. Either party may terminate this Lease upon their sole discretion by giving thirty (30) days advance notice in writing to terminate the Lease. The Lessee shall at its expense, at the expiration of the Term or any earlier termination of this Lease, (a) promptly surrender to the City possession of the Property in good order and repair (ordinary wear and tear excepted), (b) remove therefrom any of the Lessee's possessions, and (c) repair, to City's satisfaction, any damage to the Property caused by such removal, (d) upon termination of the lease, any permanent improvements made by the lessee and not ready removable shall become the property of the City.

Section 2. Use of Property.

2.1 The said premises will be used solely for providing parks and recreation services to the general public. This Lease specifically prohibits this land to be used for parking, buildings or structures. The Lessee shall maintain and keep any improvements made by it in good condition and repair during the term of the Lease.

2.2 In its use of the Property, the Lessee will not perform (nor permit to be performed) on any portion of said Property, any acts in violation of Federal, State or local laws.

2.3 City shall be permitted to access the Property for purposes of inspection or other reasons consistent with this lease.

Section 3. Insurance and Indemnification.

3.1. Insurance to be Maintained by Lessee.

3.1.1. The Lessee shall maintain at its expense, throughout the Term, insurance against loss or liability in connection with bodily injury, death, property damage or destruction, occurring within the Property or arising out of the use thereof by the Lessee or its agents, employees, officers, invitees, visitors and guests, and co-insuring the City against the aforesaid hazards as shown in Exhibit B.

3.2 Indemnification of Landlord. Except for claims resulting from City's gross negligence or willful misconduct, the Lessee shall be responsible for, and shall defend, indemnify and hold harmless City and its members, officers, agents, and employees against and from, any and all liability or claim of liability for bodily injury (including death) or property damage (including reasonable attorneys' fees) arising out of the use, occupancy, conduct, operation or management of the Property by the Lessee or its principals, employees, agents, contractors, licensees, or invitees, including, (a) any work or thing whatsoever done or not done on the Property during the Term by or on behalf of the Lessee, or (b) any breach of default by the Lessee in performing any of its obligations under

the provision of this Lease or applicable law, or (c) any negligent, intentionally tortious or other act or omission. The Lessee agrees that indemnification as described in this section shall include any liability or claim of liability arising during the Term, even if the injury does not become apparent or does not manifest until after expiration of this Lease Agreement, provided such claim is asserted in compliance with the appropriate statute of limitations requirement.

3.3 Immunity. Nothing in this Section 3 shall constitute a waiver of any immunity, which the City may be entitled to under the laws of the State of Florida, as they may be amended from time to time.

Section 4. Liens

4.1. Liens. The Lessee has no authority, express or implied to encumber the Property which shall include any equipment located on or in the Property to which legal or equitable title is transferred or is to be transferred to the City under this Lease or take any action resulting in a lien including a security interest under Florida Law. If a lien is wrongfully placed on the Property, the Lessee shall (a) immediately after it is filed or claimed, have released (by bonding or otherwise) any lien filed or claimed against any or all of the Property by reason of labor or materials provided for or about any or all of the Property, or improvements during the Term or otherwise arising out of the Lessee's use or occupancy of any or all of the Property, the improvements, and (b) defend, indemnify and hold harmless the City against and from any and all liability, claim or liability or expense (including, by way of example rather than of limitation, that of reasonable attorneys' fees)

incurred by the City on account of any such lien or claim.

Nothing in the provisions of this Lease shall be deemed in any way (a) to constitute the City's consent or request, express or implied, that any contractor, subcontractor, laborer or person provide any labor or materials for any alteration, addition, improvement or repair to any or all of the Property, or (b) to give the Lessee any right, power or authority to contract for or permit to be furnished any service or materials, if doing so would give rise to the filing of any lien against any or all of the Property of the City's estate or interest therein, or (c) to evidence the City's consent that the Property be subjected to any such lien.

Section 5. Assignment and Subletting.

5.1 The City's interest in the Property may not be encumbered or subordinated by operation of this Lease or by any action taken by the Lessee.

5.2 The Lessee hereby acknowledges and agrees for itself and its successors and assigns in interest hereunder that it will not (a) assign this Lease or any of its rights under this Lease, as to all or any portion of the Property or otherwise, or (b) make or permit any voluntary or involuntary total or partial sale, lease, sublease, assignment, conveyance, license, mortgage, pledge, encumbrance or other transfer of any or all of the Property or the occupancy or use of any or all of the Property (each of which is hereinafter referred to as a "Transfer") without first obtaining the express written consent thereto by the City. Such consent is at the City's sole discretion. Any person to whom any Transfer is attempted without such consent shall have no claim, right or remedy whatsoever hereunder against the City, and the City shall have no duty to

recognize any person claiming under or through the same. No Transfer made with or without the City's consent shall alter or impair the obligations of the Lessee hereunder before such Transfer. The Lessee shall only be released from its obligations hereunder upon a Transfer approved by the City and only if the Lessee's assignee agrees in writing to assume all of the Lessee's obligations hereunder.

Section 6. General.

The City designates the City Manager as its representative in all dealings with this Lease.

6.1. Complete Understanding. This Lease represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties hereto as to the same. No inducements, representations, understandings or agreements have been made or relied upon in the making of the Lease, except those specifically set forth in the provisions of this Lease. Neither party hereto has any right to rely on any other prior contemporaneous representation made by anyone concerning this Lease, which is not set forth herein.

6.2. Amendment. This Lease may be amended by and only by an instrument executed and delivered by each party hereto.

6.3. Applicable Law. The provisions of this Lease shall be governed by the laws of the State of Florida and the parties hereto expressly agree that the courts of the State of

Florida shall have jurisdiction to decide any question arising hereunder after all administrative remedies, if any, have been exhausted.

6.4. Waiver. The City shall not be deemed to have waived the exercise of any right, which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by the City in exercising any right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of such right shall be deemed a waiver as to any other such instance, or any other such right.

6.5. Severability. No determination by any court, governmental body or otherwise any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

6.6. Recordation. In the event either party desires to have this Lease recorded in Duval County, the party requesting such recordation will be liable to pay any and all transfer taxes or recordation taxes and recording fees. In the event this Lease is recorded, the Lessee agrees upon termination of this Lease to deliver to City a release of document in recordable form.

IN WITNESS WHEREOF, each party hereto has executed and sealed this Lease or caused it to be executed and sealed on its behalf by its duly authorized representatives,

the day and year first above written.

WITNESS: _____

LESSOR:
CITY OF JACKSONVILLE
BEACH

By: _____
Mayor

By: _____
City Manager

WITNESS: Dawn Procter

LESSEE:
By: [Signature]

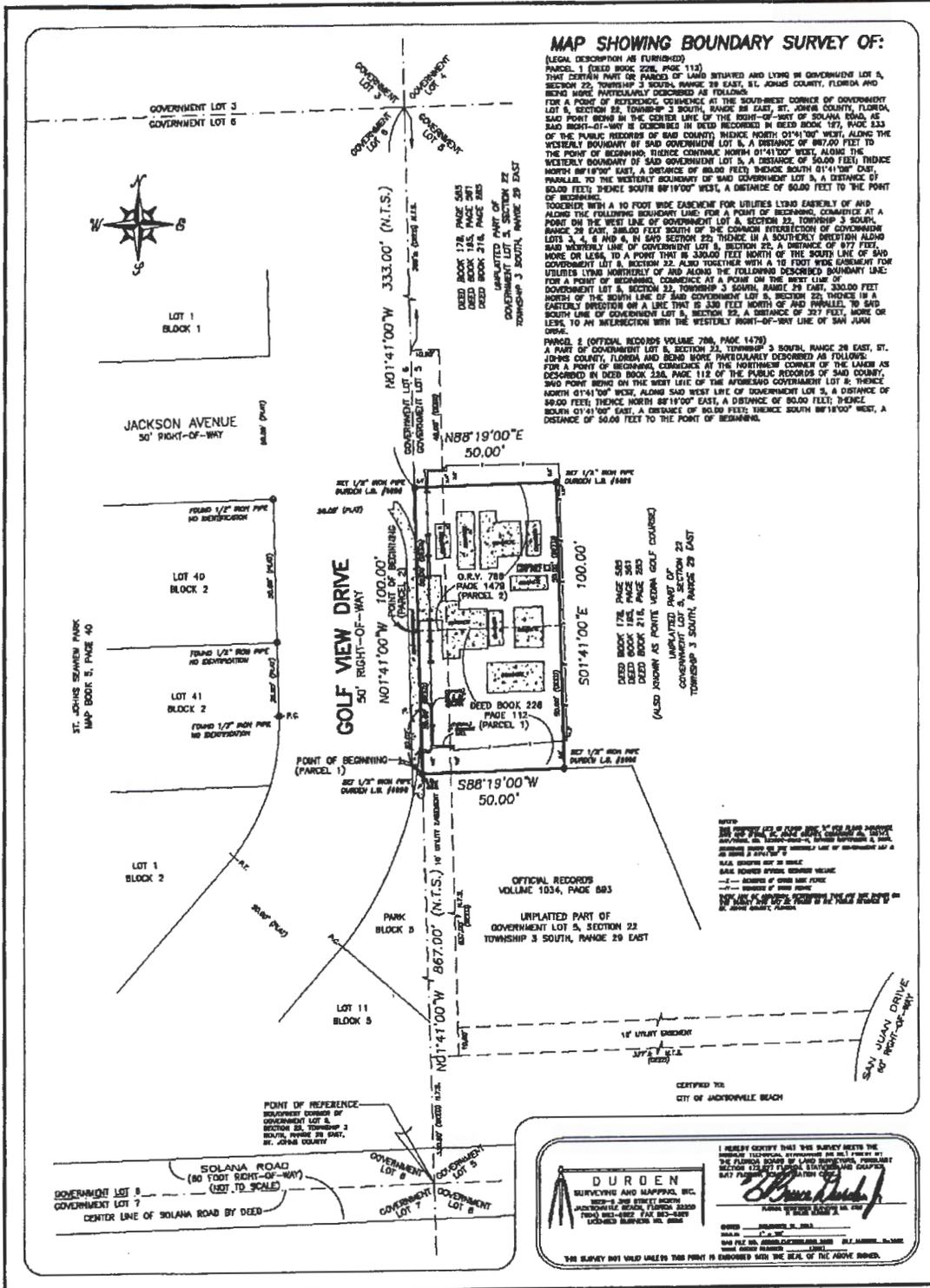
CHAIRMAN

MUNICIPAL SERVICE DIST
OF PONTE VERRA BEACH



Tonya L. Mocas

EXHIBIT A



MAP SHOWING BOUNDARY SURVEY OF:

(LEGAL DESCRIPTION AS FURNISHED)
 PARCEL 1 (DEED BOOK 228, PAGE 117)
 THAT CERTAIN PART OR PARCELS OF LAND SITUATED AND LYING IN GOVERNMENT LOT 5, SECTION 22, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FOR A POINT OF BEGINNING COMMENCE AT THE SOUTH-WEST CORNER OF GOVERNMENT LOT 5, SECTION 22, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID POINT BEING IN THE CENTER LINE OF THE RIGHT-OF-WAY OF SOLANA ROAD, AS SAID RIGHT-OF-WAY IS DESCRIBED IN DEED BOOK 187, PAGE 133 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°41'00\"/>

PARCEL 2 (OFFICIAL RECORDS VOLUME 786, PAGE 1478)
 A PART OF GOVERNMENT LOT 5, SECTION 22, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF THE LAND AS DESCRIBED IN DEED BOOK 216, PAGE 112 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT BEING ON THE WEST LINE OF THE AFORESAID GOVERNMENT LOT 5; THENCE NORTH 01°41'00\"/>

NOTES:
 1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 2. ALL BEARINGS ARE TRUE BEARINGS.
 3. ALL CURVES ARE CIRCULAR.
 4. ALL CORNERS ARE CORNERED.
 5. ALL EASEMENTS ARE SHOWN.
 6. ALL RIGHTS ARE RESERVED.
 7. ALL RIGHTS ARE RESERVED.
 8. ALL RIGHTS ARE RESERVED.

CERTIFIED TO:
 CITY OF JACKSONVILLE BEACH

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE REQUIREMENTS OF THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 473, F.S., AND THAT THE SURVEY IS ACCURATE AND CORRECT.

DUREN
 SURVEYING AND MAPPING, INC.
 1000 N. W. 10th Street
 Jacksonville, Florida 32209
 PHONE: 904-241-1111
 LICENSED SURVEYOR NO. 6888

[Signature]
 SURVEYOR

DATE: 11/11/2011
 TIME: 10:00 AM
 THIS SURVEY WAS CONDUCTED ON 11/11/2011 AT 10:00 AM.
 THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 473, F.S.

EXHIBIT A

View from Golf View Circle



View from North Boundary of Property



EXHIBIT B

INSURANCE

(a) The LESSEE shall procure, maintain and pay for a Commercial General Liability insurance policy providing coverage which protects the CITY and LESSEE, from claims arising from bodily injury, property damage, operations, premises and fire legal liability. This insurance policy shall have a combined single limit of not less than \$1,000,000.00. CITY shall be named as an "additional insured" under said policy. LESSEE shall insure that the CITY is provided a minimum of thirty (30) days notice of any policy change or amendment, including cancellation. LESSEE's insurance, including that applicable to the CITY as an additional insured, shall apply on a primary basis and any other insurance maintained by the CITY shall be in excess of and shall not contribute with LESSEE's insurance.

(b) LESSEE shall provide the CITY with certificates of insurance stating that the required coverages are in force within ten (10) days after execution of the Lease, and annually thereafter.

(c) Recognizing the extended term of this contract, LESSEE agrees that the CITY shall have the right to periodically review the adequacy of the required insurance and amend the insurance requirements of this section. Factors which may be considered include but are not limited to changes in generally accepted insurance industry standards and practices, changes in LESSEE's use of the premises, measurable changes in local and national economic indicators and changes in City policies and procedures.



City of

Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.270.1639

www.jacksonvillebeach.org

TO: George Forbes, City Manager

FROM: Jason Phitides, Property and Procurement Officer

DATE: July 13, 2015

RE: Award RFP 02-1415, Graffiti Abatement Continuing Services Contract

ACTION REQUESTED:

Approval to execute a continuing services contract with *Biotraits Chemical, Inc.*, as the Primary Contractor, and *Hands On of Florida, LLC*, as the Secondary Contractor for graffiti abatement services in response to RFP No. 02-1415, Graffiti Abatement Continuing Services Contract.

BACKGROUND:

In May 2015, the Property and Procurement Division advertised an RFP for graffiti abatement services for the City. The objective of the RFP was to identify and select a qualified firm that has the capability and professional experience necessary for graffiti abatement services throughout the City. The RFP defined graffiti abatement as "the removal of undesired applications of various compositions on various surfaces throughout the City".

We received three (3) responses to the RFP. A committee consisting of five (5) City staff members evaluated each of the responses based on the following criteria:

| | |
|-------------------------------|-----|
| Method of Approach | 25% |
| Qualifications and Experience | 25% |
| References | 25% |
| Price Proposal | 25% |

The initial scoring sheet is attached. After the initial evaluation process, two respondents, *Hands On of Florida, LLC*, and *Biotraits Chemical, Inc.*, were invited to make presentations to the committee.

Biotraits Chemical, Inc. received the highest ranking from the committee due to their substantial references and experience. The company has performed successful projects for the City in the past, and City staff has been pleased with the high quality and reliability of their work.



For these reasons, *Biotraits Chemical, Inc.* is recommended for award as the Primary Contractor. *Hands On of FL, LLC*, is recommended as the Secondary Contractor, to be used if the Primary Contractor is unable to adequately perform or the primary contract is prematurely terminated.

Following is the committee ranking after presentations by the respondents:

Ranking based on: 1 = Primary , 2 = Secondary

| | Evaluators | | | | | Overall Rank | Proposed Hourly Rate |
|--------------------|------------|----|----|----|----|--------------|----------------------|
| | A. | B. | C. | D. | E. | | |
| Biotraits Chemical | 1 | 2 | 1 | 1 | 1 | 1 | \$95.00 |
| Hands On of FL | 2 | 1 | 2 | 2 | 2 | 2 | \$89.00 |

The contract period is for five (5) years and pricing will remain fixed for the first three (3) years. Pricing may be adjusted in the remaining two (2) years based on the Consumer Price Index. The contractor's work program will be managed and monitored by the Public Works Street Division, supporting the needs of various City departments. Time allotted for each abatement service will be agreed beforehand and the Contractor will be paid an hourly rate.

The City estimates graffiti abatement services to cost between \$40,000 and \$50,000 annually. Funding will be from departmental operations and maintenance budgets.

RECOMMENDATION:

Award RFP Number 02-1415, entitled Graffiti Abatement Continuing Services Contract, to *Biotraits Chemical, Inc.*, as the Primary Contractor and *Hands On of Florida, LLC*, as the Secondary Contractor, for a period of 5 years, as explained in the memorandum from the Property and Procurement Officer, dated July 13, 2015.

City of Jacksonville Beach
 Evaluation Ranking - Assessment Summary
 RFP No. #02-1415
 Graffiti Abatement

Suggested Scoring Scale: 1 to 10

Provide each Respondent a score between 0 and 10 for each category.
 10 being best possible score, 0 being least possible score.

| | | Evaluation Factor | | | | | | | | | | | | | | | | | | | | | |
|--|------------|------------------------|---|---|---|---|-----------------------------|---|---|---|---|------------|---|---|---|---|-----------|---|---|---|---|-------------|------|
| | | <u>1.</u> | | | | | <u>2.</u> | | | | | <u>3.</u> | | | | | <u>4.</u> | | | | | | |
| Respondent | Evaluator: | Methodology / Approach | | | | | Qualifications & Experience | | | | | References | | | | | Pricing | | | | | Total Score | Rank |
| | | A | B | C | D | E | A | B | C | D | E | A | B | C | D | E | A | B | C | D | E | | |
| Biotraits Chemical & Coating Solutions | | 7 | 7 | 7 | 9 | 5 | 4 | 5 | 8 | 7 | 5 | 4 | 5 | 9 | 5 | 7 | 7 | 6 | 8 | 7 | 7 | 3225 | 1 |
| DeAngelo Brothers, LLC | | 7 | 6 | 9 | 7 | 6 | 5 | 7 | 9 | 6 | 7 | 4 | 5 | 9 | 5 | 7 | 4 | 3 | 5 | 3 | 3 | 2925 | 3 |
| Hands-On of Florida, LLC | | 6 | 7 | 6 | 5 | 5 | 5 | 6 | 7 | 6 | 5 | 4 | 5 | 7 | 4 | 6 | 8 | 7 | 9 | 8 | 8 | 3100 | 2 |
| Weight per Category | | 25 | | | | | 25 | | | | | 25 | | | | | 25 | | | | | | |

- A = Public Works - Street Supervisor
- B = Traffic Signage Supervisor
- C = Property Management Superintendent
- D = Public Works - Street Superintendent
- E = Property & Procurement Officer

July 16, 2015

City of

Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.270.1639

www.jacksonvillebeach.org

TO: George Forbes, City Manager

FROM: Ty Edwards, Public Works Director, and Gary Frazier, Fire Chief

RE: Award RFP #: 04-1415, Standby Contract for Disaster Debris Management, Recovery and Response Services.

ACTION REQUESTED:

Approval to execute standby contracts with *Ceres Environmental Services, Inc.*, as the Primary Contractor, and *AshBritt, Inc.*, as the Secondary Contractor in response to RFP #04-1415, Standby Contract for Disaster Debris Management, Recovery and Response Services.

BACKGROUND:

The purpose of this RFP is to establish standby primary and secondary contracts with qualified firms for the removal and lawful disposal of debris from public rights-of-way and properties following a disaster. Debris following a disaster comes in many forms including vegetative, appliances, construction and demolition, household waste, metal, sand, hazardous material, vehicles, etc. Additional support services from the standby contractors are also available if needed.

Utilizing a debris management contractor will speed up the process of restoring our community after a disaster and assist the City in obtaining the maximum FEMA reimbursement when the disaster is federally declared.

Invitations were mailed to twelve (12) qualified vendors and seven (7) responses were received. A committee consisting of four (4) City staff members evaluated each of the responses based on the following criteria:

- 20% - Qualifications and Experience
- 25% - Past Performance
- 25% - Operational Plan for the City
- 10% - Price Proposal
- 20% - Resources and Availability

The Assessment Summary sheet for all proposers is attached. The two highest ranked respondents, *Ceres Environmental Services, Inc.*, and *AshBritt, Inc.*, were invited to make presentations to the committee. The evaluation committee also



contacted references for each firm and both companies received excellent endorsements.

Although both companies displayed strong financial capability and substantial experience, references and qualifications, *Ceres Environmental Services, Inc.*, was the committee's unanimous choice as the top ranked firm based on the following:

- Demonstrated ability to provide assistance in achieving the maximum available reimbursements from Federal and State funding.
- A committed local presence (with standby contracts in place with Atlantic Beach and Fernandina Beach.
- A more favorable and competitive pricing structure.

AshBritt, Inc., is recommended for award as the Secondary Contractor and will only be used if the Primary Contractor is unable to adequately perform or the primary contract is prematurely terminated.

The contract period is for five (5) years with the option to renew for one (1) additional year. Pricing may be adjusted annually based on the Employment Cost Index by the Bureau of Labor Statistics.

Funding for disaster debris management may come from a City Reserve Fund. If the incident is declared a Presidential Disaster, reimbursement is available from FEMA and the State of Florida. In this case, the City would be responsible for approximately 12.5% of the debris management cost.

RECOMMENDATION:

Award Standby Contract for Disaster Debris Management, Recovery and Response Services, to *Ceres Environmental Services, Incorporated*, as the Primary Contractor, and to *AshBritt, Incorporated*, as the Secondary Contractor, for a period of five years with the option to renew for one additional year, as described in the memorandum from the Public Works Director and the Fire Chief, dated July 16, 2015.

City of Jacksonville Beach
 Evaluation Ranking - Assessment Summary
 RFP No. #04-1415
 Standby Contract for Debris Management Recovery and Response Services

Suggested Scoring Scale: 0 to 10 with 10 being the highest score possible

| | | REVIEW OF WRITTEN PROPOSALS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------|------------|-----------------------------|----|----|---|-------------------------------|---|---|---|----------------------------|----|---|---|------------------|----|----|---|---|----------------|----|----|---|--|-----|-----|-----|-------------|------|---|---|-------|------|
| | | Evaluation Factor | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 1. | | | | 2. | | | | 3. | | | | 4. | | | | | 5. | | | | WEIGHTED TOTAL By Evaluator | | | | GRAND TOTAL | | | | | |
| | | Qualifications & Experience | | | | Operational Plan for the City | | | | Resources and Availability | | | | Past Performance | | | | | Price Proposal | | | | A B C D | | | | Score | Rank | | | | |
| Vendor | Evaluator: | A | B | C | D | A | B | C | D | A | B | C | D | A | B | C | D | E | A | B | C | D | A | B | C | D | A | B | C | D | Score | Rank |
| AshBritt Inc | | 8 | 10 | 10 | 8 | 8 | 9 | 9 | 8 | 8 | 9 | 6 | 7 | 8 | 9 | 10 | 7 | 0 | 5 | 4 | 7 | 6 | 770 | 870 | 865 | 735 | 3,240 | 1 | | | | |
| Ceres Environmental | | 8 | 10 | 7 | 8 | 8 | 9 | 7 | 8 | 7 | 9 | 6 | 7 | 8 | 10 | 10 | 7 | 0 | 7 | 5 | 7 | 8 | 770 | 905 | 755 | 755 | 3,185 | 2 | | | | |
| DRC Emergency Services | | 8 | 9 | 8 | 7 | 7 | 8 | 8 | 6 | 8 | 10 | 9 | 8 | 7 | 8 | 9 | 7 | 0 | 7 | 7 | 8 | 7 | 740 | 850 | 845 | 695 | 3,130 | 3 | | | | |
| Bergeron | | 7 | 8 | 8 | 7 | 8 | 9 | 7 | 6 | 7 | 9 | 8 | 7 | 6 | 9 | 7 | 7 | 0 | 7 | 6 | 9 | 7 | 700 | 850 | 760 | 675 | 2,985 | 4 | | | | |
| ATL Disaster Recovery | | 6 | 2 | 7 | 7 | 6 | 6 | 7 | 7 | 7 | 8 | 8 | 7 | 6 | 9 | 7 | 7 | 0 | 4 | 4 | 7 | 7 | 600 | 615 | 720 | 700 | 2,635 | 5 | | | | |
| Grubbs Emergency | | 6 | 2 | 6 | 6 | 5 | 8 | 6 | 6 | 6 | 6 | 6 | 5 | 5 | 9 | 7 | 7 | 0 | 6 | 10 | 10 | 8 | 550 | 685 | 665 | 625 | 2,525 | 6 | | | | |
| TFR Enterprises Inc | | 7 | 4 | 6 | 6 | 6 | 4 | 6 | 6 | 6 | 9 | 6 | 7 | 6 | 6 | 6 | 7 | 0 | 7 | 9 | 5 | 8 | 630 | 600 | 590 | 665 | 2,485 | 7 | | | | |
| Weight per Category | | 20 | | | | 25 | | | | 20 | | | | 25 | | | | | 10 | | | | Top two (2) ranking respondents invited for face-to-face interviews with Assessment Committee on 7/13/2015 | | | | | | | | | |

Evaluator A = Fire Chief
 Evaluator B = Public Works Director
 Evaluator C = City Engineer
 Evaluator D = Property & Procurement Officer

| REVIEW OF WRITTEN PROPOSALS | | | | |
|-----------------------------|----------------|--------------|----------|----------|
| Ranking by Evaluator | | | | |
| Rank | A | B | C | D |
| 1 | Ashbritt/Ceres | Ceres | AshBritt | Ceres |
| 2 | | AshBritt | DRC | AshBritt |
| 3 | DRC | Bergeron/DRC | Bergeron | ATL |
| 4 | Bergeron | | Ceres | DRC |
| 5 | TFR | Grubbs | ATL | Bergeron |
| 6 | ATL | ATL | Grubbs | TFR |
| 7 | Grubbs | TFR | TFR | Grubbs |

| FINAL RANKING | | | | |
|-------------------------------------|----------|----------------------|----------|----------|
| After Interviews & References Check | | | | |
| Ranking by Evaluator | | | | |
| Rank | A | B | C | D |
| 1 | Ceres | Ceres | Ceres | Ceres |
| 2 | AshBritt | AshBritt | AshBritt | AshBritt |
| RECOMMENDATION for AWARD | | | | |
| by Assessment Committee | | | | |
| 1 | Ceres | Primary Contractor | | |
| 2 | AshBritt | Secondary Contractor | | |

City of Jacksonville Beach
Pricing Comparison Summary
RFP No. #04-1415
Standby Contract for Debris Management Recovery and Response Services

| Line Items Major Debris Collection Services | UNIT PRICES per CUBIC YARD | | | | | | | |
|---|----------------------------|----------|----------|----------|----------|---------|----------|--|
| | | | | | | | | |
| | AshBritt | ATL | Bergeron | Ceres | DRC | Grubbs | TFR | |
| 1. Vegetative Debris | \$ 19.00 | \$ 17.50 | \$ 7.25 | \$ 13.18 | \$ 12.68 | \$ 9.00 | \$ 6.15 | |
| 2. Tree Debris | \$ 19.00 | \$ 24.00 | \$ 7.25 | \$ 15.94 | \$ 13.86 | \$ 9.00 | \$ 7.00 | |
| 3. Construction & Demolition | \$ 22.00 | \$ 19.75 | \$ 8.50 | \$ 9.98 | \$ 13.86 | \$ 9.00 | \$ 6.00 | |
| 4. All Inclusive Debris | \$ 21.50 | \$ 29.75 | \$ 23.00 | \$ 13.98 | \$ 13.51 | \$ 9.00 | \$ 19.15 | |
| 5. to TDSRS (0 to 15 miles) | \$ 9.25 | \$ 8.00 | \$ 7.25 | \$ 8.28 | \$ 7.78 | \$ 9.00 | \$ 8.15 | |
| 6. to TDSRS (>15 miles) | \$ 11.50 | \$ 9.75 | \$ 8.50 | \$ 9.28 | \$ 8.78 | \$ 9.00 | \$ 9.15 | |

CERES Environmental Services, INC.

City of Jacksonville Beach
Date: 05/22/2015

RFP #: 04-1415
Standby Contract for Disaster Debris Management, Recovery
and Response Services

FORM 1: PROPOSAL TENDER FORM (page 1 of 15)

1. DISASTER DEBRIS MANAGEMENT SERVICES OPTION(S)

(Refer to Section C, paragraph 5)

The Contractor will provide all services and expenses necessary for debris pickup and hauling, processing (including reduction) of debris at the TDSRS (as may be required), and final disposal for **fixed unit price(s) as shown below by letter options**, for the debris types noted below, but excluding debris designated as hazardous wastes. The cost is inclusive of all related expenses including all hauling, contract administration, technical assistance to the City, personnel training and certification, TDSRS management and operations (to include, but not limited to, reduction), intermediate/final disposal site(s) management and operations as necessary, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement. Final disposal site(s) may be up to eighty (80) miles from the TDSRS(s) and/or intermediate disposal site(s) if necessary.

All of these services shall be provided to the City while meeting, and in compliance with this RFP document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines, (to include, but not limited to, that are applicable to and/or promulgated for each disaster event), etc

| <u>Refer to Section C, paragraphs 5.1 thru 5.18</u> | | | |
|---|---|-------------------|----------------------------|
| <u>Op- tion</u> | <u>DESCRIPTION OF SERVICES</u> | <u>Unit Price</u> | <u>Unit of Measure</u> |
| A-1 | VEGETATIVE DEBRIS from Rights of Way / Public Property | \$ 13.18 | Per Cubic Yard |
| A-2 | TREE DEBRIS – Hangers, Leaners and Stumps from Rights of Way / Public Property | \$ 15.94 | Per Cubic Yard |
| A-3 | CONSTRUCTION & DEMOLITION DEBRIS - including White Goods from Rights of Way / Public Property | \$ 9.98 | Per Cubic Yard |
| | | | |
| B | ALL INCLUSIVE DEBRIS including All of the Above, on Rights of Way / Public Property | \$ 13.98 | Per Cubic Yard |
| | | | |
| C | ALL INCLUSIVE DEBRIS including All of the Above and Emergency Push from Rights of Way / Public Property | \$ 13.98 | Per Cubic Yard |

Form 1: Proposal Tender Form (page 2 of 15)

The Contractor will provide all services and expenses necessary for debris pickup and hauling, processing (including reduction) of debris at the TDSRS (as may be required), and final disposal for the **fixed unit price(s) as shown below / as applicable by letter options(s)**, for the debris types noted below, but excluding debris designated as hazardous wastes. The cost is inclusive of all related expenses including all hauling, contract administration, technical assistance to the City, personnel training and certification, TDSRS management and operations (to include, but not limited to, reduction), intermediate/final disposal site(s) management and operations as necessary, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement. Final disposal site(s) may be up to eighty (80) miles from the TDSRS(s) and/or intermediate disposal site(s) if necessary.

Refer to Section C, paragraphs 5.2 thru 5.18

| <u>Op- tion</u> | <u>DESCRIPTION OF SERVICES</u> | <u>Unit Price</u> | <u>Unit of Measure</u> |
|---------------------|--|-------------------|----------------------------|
| D-1 | Collection – from Rights-of-Way / Public Property (All costs for Inclusive Debris -Vegetative, Tree, Stumps, Construction & Demolition, White Goods) | | |
| | a. Collection & haul to TDSRS (0 to 15 miles) | \$ 8.28 | Per Cubic Yard |
| | b. Collection & haul to TDSRS (> 15 miles) | \$ 9.28 | Per Cubic Yard |
| D-2 | Management, Processing, and Disposal at TDSRS (s) (All costs including reduction, haul out and intermediate/final disposal as applicable) | | |
| | a. Vegetative (including Trees and Stumps) | \$ 4.90 | Per Cubic Yard |
| | b. Construction and Demolition (including white goods) | \$ 2.40 | Per Cubic Yard |
| | c. Stumps (cubic yards per FEMA guidelines) | \$ 12.98 | Per Cubic Yard |
| D-3 | Tree Debris Removal (all costs) from Rights of Way and Public Property | | |
| | a. Hangers | \$ 84.00 | Per Tree |
| | b. Leaners | | |
| | 1) 13" to 24" | \$ 135.00 | Per Tree |
| | 2) 25" to 48" | \$ 240.00 | Per Tree |
| | 3) 49" to 72" | \$ 360.00 | Per Tree |
| | 4) > 72" | \$ 480.00 | Per Tree |
| | c. Stumps | | |
| | 1) 25" to 48" | \$ 250.00 | Per Stump |
| | 2) 49" to 72" | \$ 350.00 | Per Stump |
| | 3) > 72" | \$ 500.00 | Per Stump |
| | d. Stump Backfill | \$ 24.00 | Per Stump |

Form 1: Proposal Tender Form (page 3 of 15)

Refer to Section C, paragraph 5.1

| <u>Op- tion</u> | <u>DESCRIPTION OF SERVICES</u> | <u>Size/Type</u> | <u>Unit Price</u> | <u>Unit of Measure</u> |
|---------------------|--|--------------------|-------------------|----------------------------|
| E | EMERGENCY PUSH / Road Clearance for services up to but not exceeding seventy (72) hours following activation of the contract by the City authorizing emergency push Option E. The prices below are all inclusive costs for use of vehicles/equipment/personnel (including, but not limited to, mobilization, demobilization, transport to & rotation at site(s), fueling, lighting and other essential accommodations for 24 hour operations, personnel essentials, etc.) | | | |
| E-1 | Haul Vehicle <u>with</u> Operator | | | |
| | a. Dump Truck | 10 to 30 CY | \$ 81.00 | Per Hour |
| | b. Dump Truck | over 30 CY | \$ 88.00 | Per Hour |
| | c. Trailer Dump w/Tractor | 30 to 40 CY | \$ 88.00 | Per Hour |
| | d. Trailer Dump w/Tractor | 41 to 50 CY | \$ 90.00 | Per Hour |
| | e. Trailer Dump w/Tractor | 51 to 60 CY | \$ 92.00 | Per Hour |
| | f. Trailer Dump w/Tractor | 61 to 70 CY | \$ 94.00 | Per Hour |
| | g. Walking Floor Trailer w/Tractor | 100 CY | \$ 94.00 | Per Hour |
| | h. Crane | up to 15 ton | \$ 165.00 | Per Hour |
| | i. Crane | 30 ton or larger | \$ 295.00 | Per Hour |
| | j. Dozer CAT | D4 to D6 | \$ 165.00 | Per Hour |
| | k. Dozer CAT | D7 to D8 | \$ 185.00 | Per Hour |
| | l. Excavator CAT | any size | \$ 180.00 | Per Hour |
| | m. Excavator, rubber tired | w/debris grapple | \$ 190.00 | Per Hour |
| | n. Forklift, extending Boom | w/ debris grapple | \$ 79.00 | Per Hour |
| | o. Load, front end, rubber tired | any size | \$ 135.00 | Per Hour |
| | p. Loader, front end, rubber tired | w/ debris grapple | \$ 140.00 | Per Hour |
| | q. Loader, front end, track hoe | w/ debris grapple | \$ 140.00 | Per Hour |
| | r. Self Loader, knuckle boom, Truck | up to 35 CY | \$ 175.00 | Per Hour |
| | s. Self Loader, knuckle boom, Truck | over 35 CY | \$ 190.00 | Per Hour |
| | t. Tree Trimming Truck | w/chipper & bucket | \$ 215.00 | Per Hour |
| | u. Motor Grader | any HP | \$ 160.00 | Per Hour |
| | v. Broom, Mechanized | any size | \$ 94.00 | Per Hour |
| | w. Loader, Bobcat, Skid w/ Street Sweeper | any size | \$ 86.00 | Per Hour |

| Form 1: Proposal Tender Form (page 4 of 15) | | | | |
|--|--|------------------|-------------------|----------------------------|
| Refer to Section C, paragraph 5.1 | | | | |
| <u>Op- tion</u> | <u>DESCRIPTION OF SERVICES</u> | <u>Size/Type</u> | <u>Unit Price</u> | <u>Unit of Measure</u> |
| E (Con- tinued) | EMERGENCY PUSH / Road Clearance for services up to but not exceeding seventy (72) hours following activation of the contract by the City authorizing emergency push Option E. The prices below are all inclusive costs for use of vehicles/equipment/personnel (including, but not limited to, mobilization, demobilization, transport to site(s), fueling, lighting and other essential accommodations for 24 hour operations, personnel essentials, etc.) | | | |
| E-2 | Personnel | | | |
| | a. Superintendent w/Pickup Truck | Individual | \$ 78.00 | Per Hour |
| | b. Superintendent w/o Truck | Individual | \$ 68.00 | Per Hour |
| | c. Supervisor w/Pickup Truck | Individual | \$ 66.00 | Per Hour |
| | d. Safety or QC Manager w/Pickup Truck | Individual | \$ 73.00 | Per Hour |
| | e. Mechanic w/ Truck and Tools | Individual | \$ 85.00 | Per Hour |
| | f. Climber w/ Gear | Individual | \$ 55.00 | Per Hour |
| | g. Operator w/ Chainsaw | Individual | \$ 42.00 | Per Hour |
| | h. Laborer w/ Tools | Individual | \$ 35.00 | Per Hour |
| | i. Traffic Control Personnel | Individual | \$ 35.00 | Per Hour |
| | j. Ticket Writers | Individual | \$ 32.00 | Per Hour |
| | k. Clerical | Individual | \$ 32.00 | Per Hour |
| | l. Administrative Assistant | Individual | \$ 32.00 | Per Hour |
| E-3 | Transportation Vehicles <u>without</u> Operators | | | |
| | a. Pickup Truck | ½ Ton | \$ 16.00 | Per Hour |
| | b. Pickup Truck | ¾ Ton | \$ 18.00 | Per Hour |
| | c. Pickup Truck | 1 Ton | \$ 21.00 | Per Hour |
| | d. Box Truck | ¾ Ton | \$ 25.00 | Per Hour |
| | e. Utility Van | ¾ Ton | \$ 16.00 | Per Hour |
| | f. Passenger Van | 9 Passenger | \$ 18.00 | Per Hour |
| | g. Passenger Car | Full Size | \$ 15.00 | Per Hour |

Form 1: Proposal Tender Form (page 5 of 15): The Contractor will provide all services and expenses necessary for debris pickup and hauling, processing (including reduction) of debris at the TDSRS (as may be required), and final disposal for the **fixed unit price(s) as shown below / as applicable by letter options(s)**, for the debris types noted below, but excluding debris designated as hazardous wastes. The cost is inclusive of all related expenses including all hauling, contract administration, technical assistance to the City, personnel training and certification, TDSRS management and operations (to include, but not limited to, reduction), intermediate/final disposal site(s) management and operations as necessary, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement. Final disposal site(s) may be up to eighty (80) miles from the TDSRS(s) and/or intermediate disposal site(s) if necessary.

| <u>OP-TION</u> | <u>DESCRIPTION OF SERVICES</u> | <u>Size/Type</u> | <u>Unit Price</u> | <u>Unit</u> |
|---|---|------------------|---------------------|----------------|
| <u>Refer to Section C, paragraph 5.23</u> | | | | |
| F | Demolition of Structures (Refer to Sec. C, paragraph 5.4). (All costs including reduction, haul to TDSRS, reduction, haul out and intermediate/final disposal as applicable) | | | |
| | Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to a commercial landfill/disposal site approved by the City/County. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. Does not include removal of concrete slabs. | | | |
| | From Rights of Way, Public, and/or Private Property with valid ROE | | \$ 21.48 (see NOTE) | Per Cubic Yard |
| <u>Refer to Section C, paragraphs 5.24 thru 5.26</u> | | | | |
| G | <u>Hazardous Waste and Contaminated Debris Management</u> (All costs including collection, haul to TDSRS, reduction, haul out and intermediate/final disposal as applicable) | | | |
| | From Rights of Way, Public Property, and/or Private Property with valid ROE | | \$ 85.00 | Per Cubic Yard |
| <u>Refer to Section C, paragraph 5.26</u> | | | | |
| H | <u>Electronic (E) – Waste</u> (All costs including collection, haul to TDSRS, reduction, haul out and intermediate/final disposal as applicable) | | | |
| | From Rights of Way, Public Property, and/or Private Property with valid ROE | | \$ 45.00 | Per Cubic Yard |

NOTE: The demolition price is for Non-RACM demolition of structures. Ceres maintains the experience and capabilities to perform RACM demolition of structures and can provide a price upon request.

Form 1: Proposal Tender Form (page 6 of 15)

2. OTHER OPTIONAL DISASTER RESPONSE & RECOVERY SERVICES (Refer to Section C: Paragraph 11)

All of these services shall be provided to the City while meeting, and in compliance with this RFP document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines, (to include, but not limited to, that are applicable to and/or promulgated for each disaster event), etc

a. **Cleaning and Restoration of Beaches– Section C, paragraphs 11.1 thru 11.15.** Contractor will remove and dispose of debris accumulated on the beaches of the City, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in areas up to 2500 feet from the original land edge of the beach. Locations will be authorized by the City’s authorized representative.

1) \$ 18.25 per cubic yard of debris collected with screening.

2) \$ 12.98 per cubic yard of debris collected without screening.

b. **Sand Collection (Public Property) & Screening- Section C, para 11.2a** Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s) and clean sand returned and dumped on beach. (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location according to debris collection rates).

1) \$ 16.50 per cubic yard for 0 to 15 miles, one-way haul

2) \$ 17.50 per cubic yard for greater than 15 miles, one-way haul

c. **Sand Collection (Private Property) & Screening – Section C para 11.2b.**

Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s) and clean sand returned and dumped on beach. (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location according to debris collection rates).

1) \$ 18.25 per cubic yard for 0 to 15 miles, one-way haul

2) \$ 19.25 per cubic yard for greater than 15 miles, one-way haul

d. **Debris Removal and Restoration of Drainage Canals and Basins – Section C para 11.3.**

The Contractor will remove debris resulting from the storm event from drainage canals and basins, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition debris (including white goods) affecting the canals / basins, but excludes removal of damaged and/or abandoned boats. The Contractor will haul, process, and dispose of the collected debris, as well as restore, re-grade, and/or reseed the canal banks and slopes, as directed by the City.

\$ 23.50 per cubic yard

Form 1: Proposal Tender Form (page 7 of 15)

e. Vehicle and Vessel Removal from land.

1) Motor Vehicles – Section C, paragraph 11.4

Transfer/Tow/Process of typical passenger car and pickup truck \$ 290.00 each

2) Recreational Vessels – Boats, RVs, etc. – Section C paragraph 11.5

a. Transfer/Tow/Process and all handling of Recreational vessels up to 24' in length \$ 650.00 each

b. Transfer/Tow/Process and all handling of Recreational vessels 25' up to 48' in length \$ 990.00 each

c. Transfer/Tow/Process and all handling of Recreational vessels above 48' in length \$ 1,600.00 each

f. Fire Suppression Support – Section C, paragraph 11.6 (Prorated per full and partial months provided.)

\$ 34,560.00 per truck month

g. Emergency Potable Water – Section C, paragraph 11.7

\$ 590.00 per large pallet bottled water provided

h. Emergency Delivery of Ice – Section C, paragraph 11.8

\$ 990.00 per large pallet cubed ice provided

i. Temporary Bathrooms, Showers, Kitchens and Feeding Locations – Section C, paragraph 11.9 (Prorated per full and partial months provided.)

1) \$ 19,000.00 per modular unit month (with kitchen)

2) \$ 11,500.00 per modular unit month (without kitchen)

Form 1: Proposal Tender Form (page 8 of 15)

- k. **Temporary Facilities for City Operations – Section C, paragraph 11.10** (Prorated per full and partial months provided.)

\$ 11,862.22 per modular unit month

- l. **Emergency Power Generation – Section C, paragraph 11.11** (Prorated per full and partial months provided.)

- | | |
|----------------------|---|
| 1) 20kw Generator. | \$ <u>13,611.51</u> per month provided |
| 2) 56kw Generator. | \$ <u>29,544.42</u> per month provided |
| 3) 100kw Generator. | \$ <u>42,648.86</u> per month provided |
| 4) 175kw Generator. | \$ <u>60,071.28</u> per month provided |
| 5) 240kw Generator. | \$ <u>93,410.76</u> per month provided |
| 6) 320kw Generator. | \$ <u>118,209.37</u> per month provided |
| 7) 500kw Generator. | \$ <u>182,511.46</u> per month provided |
| 8) 1000kw Generator. | \$ <u>364,674.32</u> per month provided |

- m. **Pumping and Water Relocation/Removal Flood – Section C, paragraph 11.12**

- 1) Stormwater Facilities (pump stations/wetwells, vaults, tanks, etc.)

\$ 88.00 per pumping unit hour of cleaning

- 2) Wastewater Facilities (pump stations/wetwells, vaults, tanks, etc.)

\$ 115.00 per pumping unit hour of cleaning

- 3) Low Lying Area(s) (where standing water collects). Prorated per full and partial months provided.

- | | |
|------------------------|---|
| a) <u>5.5</u> HP Pump. | \$ <u>45.00</u> per unit hour pumping provided |
| b) <u>20</u> HP Pump. | \$ <u>96.00</u> per unit hour pumping provided |
| c) <u>95</u> HP Pump. | \$ <u>115.00</u> per unit hour pumping provided |
| d) <u>200</u> HP Pump. | \$ <u>142.00</u> per unit pumping hour provided |

Form 1: Proposal Tender Form (page 9 of 15)

n. Sewer, Culvert, and Catch Basin Cleaning - Section C, paragraph 11.13

1) Stormwater Systems (sewers and structures such as culverts, catch basins, manholes, and drainage canals, etc.)

| | | |
|--------------------|-----------------|--|
| a) 8" dia. pipe | \$ <u>6.75</u> | per linear foot of sewer cleaned (including structures) |
| b) 10" dia. pipe | \$ <u>8.75</u> | per linear foot of sewer cleaned (including structures) |
| c) 12" dia. pipe | \$ <u>9.75</u> | per linear foot of sewer cleaned (including structures) |
| d) 15" dia. pipe | \$ <u>11.75</u> | per linear foot of sewer cleaned (including structures) |
| e) 18" dia. pipe | \$ <u>13.75</u> | per linear foot of sewer cleaned (including structures) |
| f) 24" dia. pipe | \$ <u>16.75</u> | per linear foot of sewer cleaned (including structures) |
| g) 30" dia. pipe | \$ <u>18.75</u> | per linear foot of sewer cleaned (including structures) |
| h) 36" dia. pipe | \$ <u>22.75</u> | per linear foot of sewer cleaned (including structures) |
| i) 42" dia. pipe | \$ <u>25.75</u> | per linear foot of sewer cleaned (including structures) |
| j) 48" dia. pipe | \$ <u>25.75</u> | per linear foot of sewer cleaned (including structures) |
| k) 54" dia. pipe | \$ <u>25.75</u> | per linear foot of sewer cleaned (including structures) |
| l) 60" dia. pipe | \$ <u>25.75</u> | per linear foot of sewer cleaned (including structures) |
| m) channel / ditch | \$ <u>28.50</u> | per linear foot cleaned |

Form 1: Proposal Tender Form (page 10 of 15)

2) Sanitary Systems (sewers, manholes, etc.)

- a) 8" dia. pipe \$ 6.75 per linear foot of sewer cleaned
(including structures)
- b) 10" dia. pipe \$ 8.75 per linear foot of sewer cleaned
(including structures)
- c) 12" dia. pipe \$ 9.75 per linear foot of sewer cleaned
(including structures)
- d) 15" dia. pipe \$ 11.75 per linear foot of sewer cleaned
(including structures)
- e) 18" dia. pipe \$ 13.75 per linear foot of sewer cleaned
(including structures)
- f) 24" dia. pipe \$ 16.75 per linear foot of sewer cleaned
(including structures)

o. Decontamination of Buildings and Facilities – Section C, paragraph 11.14

- 1) \$ 2.75 per square foot of building decontaminated.
- 2) \$ 14.50 per cubic yard of contaminated material disposed.

p. Mold Remediation – Section C, paragraph 11.15

- 1) \$ 4.50 per square foot of building remediated
- 2) \$ 14.50 per cubic yard of contaminated material disposed.

Form 1: Proposal Tender Form (page 11 of 15)

The following services are not detailed in Section C, paragraph 11.

All of these services shall be provided to the City while meeting, and in compliance with this RFP document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines, (to include, but not limited to, that are applicable to and/or promulgated for each disaster event), etc

q. **Backfill.** Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

\$ 24.00 per cubic yard

r. **Removal and Destruction of Carcass.**

\$ 1.90 per pound

s. **Removal and disposal of Freon.**

\$ 35.00 per unit

t. **Trailer Installation.**

1) Basic Trailer Installation.

\$ 8,500.00 per trailer

2) As needed services.

a) Buried Sewer Line.

\$ 12.00 per linear foot

b) Install Sewer Tap.

\$ 1,500.00 per tap

c) Buried Water Line.

\$ 12.00 per linear foot

d) Municipal Water Tap.

\$ 1,500.00 per tap

e) Power Pole with Meter.

\$ 1,800.00 per pole

f) Water Line Winterization.

\$ 2.75 per foot

g) Handicap Ramp.

\$ 1,400.00 per ramp

h) Direct Wiring to Well Pump Switch.

\$ 425.00 per pump

i) Above Ground Electrical Excess.

\$ 8.50 per linear foot

j) Provide Additional Potable Water Hose.

\$ 65.00 per 25'

k) Provide and Install Generator.

\$ 3,850.00 per 5kw gen.

l) Direct Burial of 50 Amp Service.

\$ 13.00 per linear foot

Form 1: Proposal Tender Form (page 12 of 15)

u. **Sunken Vessel Removal** for vessel salvage, recovery, transfer, towing, processing and all handling in compliance with all local, state, federal laws, rules, regulations, policies, and guidelines.

1) Marine based salvage operations. \$ 135.00 per linear foot

2) Land based salvage operations. \$ 88.00 per linear foot

v. **Marine Debris Removal** with debris to be placed on the ROW for haul off:

1) Land Based. \$ 38.00 cubic yard

2) Marine Based: \$ 72.00 cubic yard

w. **Broken Concrete**. Contractor to load, haul and dump broken concrete at a City / County approved site.

\$ 16.00 per cubic yard

x. **Hazardous and Biowaste Disposal**. Contractor to collect from ROW and dispose at a City / County approved site:

\$ 14.00 per pound

y. **Household Hazardous Waste**. Contractor to collect from ROW and dispose at an City / County approved site:

\$ 8.80 per pound

z. **Shoreline Restoration**. \$ 24.80 per linear foot

Form 1: Proposal Tender Form (page 14 of 15)

All the unit prices in the pricing schedule are submitted with the full knowledge, review, and commitment of the undersigned official for the respondent company and with the full knowledge of the RFP specifications and associated addenda. All services shall be provided meeting, and in compliance with this RFP document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines, (to include, but not limited to, that are applicable to and/or promulgated for each disaster event), etc.

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

I hereby certify that I have read and understand the requirements of RFP 04-1415 Standby Contract for Disaster Debris Management, Recovery and Response Services and as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Contract(s) and/or other transactions required by award of this RFP.

SUBMITTED BY: David A. Preus, Senior Vice President
Printed Name of Authorized Submitter

COMPANY NAME: Ceres Environmental Services, Inc.

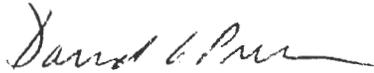
ADDRESS: 6968 Professional Parkway East

CITY, STATE & ZIP: Sarasota, FL 34240

TELEPHONE NUMBER: (800) 218 - 4424

EMAIL ADDRESS: gail.hanscom@ceresenv.com

LICENSE NUMBER: CGC1508764

By: 
Signature of Authorized Submitter

Senior Vice President
Title (typed or neatly printed)

City of Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

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[Fax] 904.247.6107

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MEMORANDUM

TO: George D. Forbes, City Manager

FROM: Bill Mann, Planning and Development Director 

RE: Resolution No. 1948-2015 adopting the Duval County 2015 Local Mitigation Strategy (LMS) document.

DATE: July 15, 2015

Action Requested:

Adoption of Resolution No. 1948-2015 adopting the Duval County 2015 Local Mitigation Strategy document.

Background:

The Local Mitigation Strategy document prepared by each county in the state is the major component of a permanent state-wide process that defines what must be done to minimize or avoid the impacts from a wide range of potential future disasters (wildfires, hurricanes, hazardous materials accidents, etc.). The City is represented on the Local Mitigation Strategy working group by the Mayor and on the Strategic Advisory Committee by the Planning and Development Director.

The main focus of the Mitigation Strategy is the identification of initiatives and specific projects to help the county, and our city, minimize damage and loss of life from major catastrophes, such as hurricanes. The original Mitigation Strategy was prepared in 1999 and is updated every five years.

County Emergency Preparedness staff has recently completed the 2015 update. This update includes a list of over 100 projects, or "initiatives," identified by the advisory committee as being necessary to help aid public safety and risk or damage reduction.

Of these initiatives, nine directly involve projects located in Jacksonville Beach. The nine projects range from beach renourishment and dune revegetation to utility and stormwater management projects. Excerpts from the "Current Initiatives" table of the LMS document are attached, and they show the Jacksonville Beach projects. The inclusion of a particular project into the adopted

Mitigation Strategy is critical to its potential for receiving funding assistance from various grant programs under the Federal Emergency Management Agency (FEMA), as well as its potential to receive FEMA distributed disaster relief funds released following major storm events or other disasters.

A copy of the entire 2015 Local Mitigation Strategy document is available for review in the electronic version of the July 20, 2015 City Council Agenda package posted on the City's website.

Recommendation:

Adopt Resolution No.1948-2015, accepting and adopting the Duval County 2015 Local Mitigation Strategy document.

Introduced by: _____

Adopted: _____

RESOLUTION NO. 1948-2015

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA
ADOPTING THE DUVAL COUNTY 2015 LOCAL MITIGATION STRATEGY
DOCUMENT.**

WHEREAS, the Jacksonville Security and Emergency Preparedness Planning Council (SEPPC) serves as the Local Mitigation Strategy Working Group; and

WHEREAS, the Duval County Local Mitigation Strategy Working Group has completed a Local Mitigation Strategy which has been reviewed by the Florida State Department of Community Affairs and the Federal Emergency Management Agency, necessitating revision and re-adoption of the document throughout the county; and

WHEREAS, The Duval County Local Mitigation Strategy has been updated to mitigate the dangers and costs associated with natural and manmade hazards and to provide a priority for mitigation activities before and after a hazardous event occurring in Duval County; and

WHEREAS, the 2015 Local Mitigation Strategy contains Mitigation Initiatives and projects directly necessary and beneficial for the safety and protection of the residents, businesses and property within the City of Jacksonville Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF JACKSONVILLE BEACH AS FOLLOWS:

SECTION 1. That the City of Jacksonville Beach accepts and adopts the 2015 Duval County Local Mitigation Strategy and assigns review and maintenance responsibilities of the strategy to the Local Mitigation Strategy Working Group to be coordinated by the Duval County Emergency Preparedness Division with review and re-adoption by the City Council at least once every five years or as requested by City Council.

SECTION 2. This resolution shall take effect upon its passage and publication as required by law.

AUTHENTICATED this ___ day of _____, A.D. 2015.

William C. Latham, Mayor

Laurie Scott, City Clerk

(EXCERPTS)

Duval County, Florida
Local Mitigation Strategy
2015



Section I - Introduction

A. Local Mitigation Strategy

Purpose:

The Local Mitigation Strategy (LMS) is the major component of a state wide permanent process of community-based hazard mitigation planning (initiated through a partnership between the Florida Division of Emergency Management, Duval County's local governments and private sector organizations) which defines what must be done to minimize or avoid the impacts from future disasters. This unified all-hazards strategy has been developed and will be maintained by a committee of public and private sector officials, the Mayor's Security Emergency Preparedness Committee (SEPPC), which is known as the LMS Working Group. The work of gathering data, analyzing the information and preparing recommendations for project prioritization and ranking to mitigate hazards, is performed by the LMS Advisory Committee, also known as *Duval Prepares*. The Advisory Group membership include, but are not limited to, subject matter experts, liaisons to the municipalities within Duval County, members of State agencies, regulatory, military, public and private organizations, education, hospitals and members of the general public.

Since it is more cost effective to prevent losses than to recover from them, Duval County has developed a Local Mitigation Strategy. The Local Mitigation Strategy will be reviewed, revised and updated every year by the LMS Advisory Committee/*Duval Prepares* and approved by the LMS Working Group, the SEPPC, according to established criteria which includes a point system for rating potential mitigation initiatives, consistency with adopted mitigation guiding principles, goals, objectives and funding availability.

The heart of the strategy is a component called the Hazard Identification and Vulnerability Assessment (HIVA), which identifies all types of hazards threatening Duval County, defines the vulnerabilities to those hazards and estimates the risks posed. Mitigation initiatives are then developed to minimize or eliminate those vulnerabilities. The LMS is a living document that is updated to integrate and reflect current and projected issues, and to track mitigation measures and actions that have occurred, are occurring, are planned for or are desired.

This assessment indicates that Duval County is most vulnerable and has the highest levels of risks for 1) wind from tropical cyclones, 2) storm surge, 3) floods, 4) brush, wildfires and forest fires, 5) thunderstorms and tornadoes, 6) hazardous materials accidents, 7) critical infrastructure disruption, 8) terrorism, 9) extreme temperature, 10) drought, and 11) adaptation to climate change.

The top mitigation initiatives as prioritized by the LMS Working Group include retrofitting water, sewer and electrical facilities to protect against failure caused by flooding and storm surge, hardening against wind impacts, fully implementing stormwater management plans, purchasing emergency generators for municipalities, prioritizing redevelopment options prior to disaster loss, operationalizing a safety review procedure for new development, renourishing beaches, identifying specific vulnerable facilities which need to be relocated or elevated, increasing education efforts in evacuation procedures, funding regional stormwater retention impacts, and developing a pre-disaster plan of locating underground utilities for post-disaster installation.

Policy changes recommended by the Local Mitigation Strategy include seeking alternative sources of funding for beach re-nourishment based on mitigation; re-prioritizing storm water management projects in light of mitigation priorities; requiring a public safety review of new development; flood-proofing sewer lift stations, water wells, developing a plan for underground utilities and adapting to climate change.

| Project Number | Jurisdiction (Location) | Project Name | Project Description | Hazards To Be Mitigated | Funding Source | Match (if applicable) | Responsible Agency | Estimated Cost | Status (New/Completed/Ongoing/Deferred /If Deferred – Why?) | Completion Timeframe | Mitigate New or Existing? (N/E) |
|----------------|-----------------------------------|-----------------------------|---|-------------------------|---|-----------------------|---------------------------|--|---|----------------------|---------------------------------|
| 7 | Town of Baldwin | Drainage master plan | Town of Baldwin drainage improvement plan | F/SS | Multiple/ Local/ State/ Federal (include post disaster funding) | Y | Baldwin | 100,000 | In Progress | More than 12 months | E |
| 8 | All Beaches Communities, Duval | Beach Renourishment Program | Beach erosion control project - program to mitigate storm surge damage - all beaches municipalities requested reincorporation into the 2015 LMS | F/SS/W/ ACC | US Corps of Engineer Capital Improvement Budget | | US-ACE | 10+ miles, \$3-SM per mile, \$22 Million | Last Project 2012, \$22,000,00 New 2015 Project: Duval Borrow Area Project | 36 Months | E |
| 9 | All Beaches Communities, Duval | Sand Dune Revegetation | Jacksonville Beach Sand Dune Revegetation | F/SS/W/ ACC | Not Known | Not Known | Jacksonville Beach | \$10 -15 M | Deferred, no funding identified | More than 12 months | E |
| 10 | Jacksonville Beach | Utilities | East end of 3rd Street between Seagate and 7th avenue N | F/SS/W | TBD | Not Known | Jacksonville Beach | | Deferred – No Funding | Not Known | E |
| 11 | Jacksonville Beach | Utilities | East of 3rd St. between 17th Ave S. and St. Johns County line | F/SS/W | TBD | Not Known | Jacksonville Beach | | Deferred – No Funding | Not Known | E |
| 12 | City of Jacksonville Public Works | McCoys Creek Project | A. McCoy Creek Drainage Improvement Project – Closure of McCoy Creek Boulevard and channel | F/SS | Stormwater fund; Bond funds, Fed & State aid if available | Not Known | Jacksonville Public Works | 20,000,000 | Deferred, insufficient funding in the utility fee fund | More than 12 months | E |

| Project Number | Jurisdiction (Location) | Project Name | Project Description | Hazards To Be Mitigated | Funding Source | Match (if applicable) | Responsible Agency | Estimated Cost | Status (New/Completed/Ongoing/Deferred /If Deferred – Why?) | Completion Timeframe | Mitigate New or Existing? (N/E) |
|----------------|-------------------------|--|---|-------------------------|--|-----------------------|---|------------------------------------|---|---|---------------------------------|
| | | | Main Street Bridge maintenance in progress) | | | | | | | | |
| 30 | Duval County | Emergency Generators | Emergency Generator – funding assistance program | F/SS/W | Multiple/ Local/ State/ Federal | Y | Emergency Preparation coordinating with local jurisdictions | 750K for a SpNS shelter as example | Ongoing | More than 12 months | E and N |
| 31 | Duval County | Stormwater / Drainage Infrastructure | Implementation of Stormwater Management Plans/ Maintenance of drainage Infrastructure | F/SS | Multiple/ Local/ State/ Federal (include post disaster funding) | Y | Local jurisdictions | Not Known | Ongoing | More than 12 months | E and N |
| 32 | Duval County | Study of stormwater retention and basins | Study of regional cumulative impacts of natural stormwater retention systems & storm basins | F/SS | City of Jacksonville CIP and stormwater utility fee/State/ Federal | Y | Jacksonville | 5,000,000 | Deferred, insufficient funding in the utility fee fund | More than 12 Months | E and N |
| 33 | Duval County | Wildfire Mitigation Projects | Fuel reduction around critical facilities and residential areas | WF | State/Federal | Not Known | Florida Forestry Service /Jacksonville Fire and Rescue | Master planning \$50,000 | Ongoing | More than 12 months – last project Town of Baldwin Firewise program | E and N |

| Project Number | Jurisdiction (Location) | Project Name | Project Description | Hazards To Be Mitigated | Funding Source | Match (if applicable) | Responsible Agency | Estimated Cost | Status (New/Completed/Ongoing/Deferred /If Deferred – Why?) | Completion Timeframe | Mitigate New or Existing? (N/E) |
|----------------|-----------------------------------|-----------------------------------|--|-------------------------|--|-----------------------|-----------------------------------|---------------------------------|---|---|---------------------------------|
| | | | Hall and Police Station) | | | | | | | | |
| 36 | Town of Baldwin | City Hall and Fire Station 46 | Hardening of critical infrastructure | W | HMGP - 4068 Tier I/landfill tipping fees | Y | Baldwin | 65,000 | Awarded | 18 months | E |
| 37 | Town of Baldwin | Critical infrastructure hardening | Post Disaster Shelter | W | HMGP – 1785 Tier I/landfill tipping fees | Y | Baldwin/City of Jacksonville | 300,000 | In Progress | More than 12 months – to be completed 2015 | E |
| 38 | City of Jacksonville Beach | Water Plant Generator | Osceola Ave. Water Plant emergency power generator | F/SS/CID | Post Disaster Funding | Y | Jacksonville Beach | 400,000 | Not yet submitted | More than 12 months | E |
| 39 | City of Jacksonville Beach | Portable Pump Program | portable pumps for lift stations (JEA has FLA WARN system serving region) | F/SS/ACC | State /Federal Post Disaster Funding | Y | JEA/ COJ Public Works | 400,000 | Not yet submitted | More than 12 months | E |
| 40 | City Jacksonville Fire & Rescue | Wind Retrofit Program | Groups of fire stations grouped into phases 1-6 for wind retrofit | W | State/ Federal Varied | Y | City of Jacksonville Fire Rescue | 150,000+ | Phases 5 and 6 Not yet funded – Phase 3 has been extended to resolve individual fire stations issues | More than 12 months | E |
| 41 | City of Jacksonville Public Works | Debris Management | Debris management plan to restore county more quickly after emergency event in disposal of storm-generated | F/SS/W | Post Disaster Funding | Y | Public Works of each jurisdiction | \$13,000,000 up to \$75,000,000 | Ongoing, based on history with Hurricane Jeanne, Tropical Storm Fay and Tropical Debby Declared Disasters | Annual updates with revisions after each disaster event | E |

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|----------------|----------------------------|--|--|-------------------------|--|-----------------------|--------------------|--|---|--|---------------------------------|
| | | | | | post disaster funding | | | | | | |
| 56 | DCPS | infrastructure- West Riverside ES | DCPS Wind Retrofit and Wall Support West Riverside ES #12 | W | To be Determined | Not Known | DCPS | 200,000 | Not yet funded | More than 12 months | E |
| 57 | DCPS | infrastructure Frank Peterson HS | replacement of electric panels (lightning protection) and light fixtures, relocation of water meter and water main | F/SS/CID | Post Disaster Funding | Y | DCPS | 250,000 | Not yet funded | More than 12 months | E |
| 58 | DCPS | infrastructure Lee HS | replacement of electrical and 1200 AMP distribution panel for lightning protection | F/SS/CID | Post Disaster Funding | Y | DCPS | 250,000 | Not yet funded | More than 12 months | E |
| 59 | Duval County jurisdictions | Relocation and/or retrofit of vulnerable critical facilities | Identification and creation of mitigation plan for specific vulnerable facilities | F/SS/W/ACC | Multiple/Local/State/Federal (include post disaster funding) | Not Known | Local governments | Project dependent – 500,000+ | Not yet funded | More than 12 months | E |
| 60 | Duval County | County Debris Management | Pre-positioned contracts for post- disaster debris removal; | W | State /Federal Post Disaster | Y | COJ Public Works | 4,000,000+ (depending upon the disaster scale) | Ongoing | Annual updates to plans and FEMA permitted sites | E |