

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
IN AND FOR DUVAL COUNTY, FLORIDA

CASE NO.: 16-2017-007810
DIVISION: CV-C

JASMINE BATES, individually and as Personal
Representative of the Estate of AMARI HARLEY,
deceased,

Plaintiff,

v.

CITY OF JACKSONVILLE,
ERS, CORP., a Florida corporation, and
A1 SEPTIC SERVICE, INC., a Florida corporation,

Defendants.

PLAINTIFF'S FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff, JASMINE BATES, as Personal Representative of the Estate of AMARI HARLEY, deceased, by and through the undersigned counsel, and hereby files this First Amended Complaint against Defendants CITY OF JACKSONVILLE, ERS, CORP., and A1 SEPTIC SERVICE, INC. for damages and alleges:

PARTIES, JURISDICTION AND VENUE

1. This is an action for damages that exceeds the \$15,000.00 jurisdictional threshold, exclusive of pre-judgment interest, costs and attorney's fees, for the wrongful death of three-year-old, AMARI HARLEY, pursuant to the Wrongful Death Act, Florida Statutes.
2. Decedent, AMARI HARLEY, was born on February 20, 2014, and died on October 22, 2017.
3. At the time of his death, AMARI HARLEY was a resident of Jacksonville, Duval County, Florida.

4. AMARI HARLEY died on October 22, 2017 at Bruce Park located at 6549 Arlington Road, Jacksonville, Duval County, Florida 32211 (hereinafter referred to as “subject premises”).
5. Plaintiff, JASMINE BATES, has been appointed Personal Representative of the Estate of AMARI HARLEY, deceased. Letters of Administration are attached hereto as Exhibit “A”.
6. Plaintiff, JASMINE BATES, individually and as Personal Representative of the Estate of AMARI HARLEY, is over the age of eighteen (18) and is a resident of Jacksonville, Duval County, Florida and is *sui juris*. Plaintiff brings this action on behalf of the Estate of AMARI HARLEY and its beneficiaries.
7. The following individuals (with relationship to the decedent in parentheses) are beneficiaries of the Estate of AMARI HARLEY in this wrongful death action, according to Florida Statutes, §768.18:
 - a. Jasmine Bates (natural mother); and
 - b. Willie Harley (natural father).
8. At all times material hereto, Defendant CITY OF JACKSONVILLE (hereinafter referred to as “CITY”) was and is a municipal corporation located in Jacksonville, Duval County, Florida.
9. At all times material hereto, Defendant ERS, CORP. (hereinafter referred to as “ERS”) was a Florida corporation and doing business under the laws promulgated by the Florida Department of State with a principal address of 760 Talleyrand Avenue, Jacksonville, Duval County, Florida 32202. Defendant’s registered agent for service of process is

Dennis L. Blackburn of Blackburn & Company, 5150 Belfort Road South Bldg. 500, Jacksonville, Duval County, Florida 32256.

10. At all times material hereto, Defendant A1 SEPTIC SERVICE, INC. (hereinafter referred to as "A1 SEPTIC") was a Florida corporation and doing business under the laws promulgated by the Florida Department of State with a principal address of 7300 Imeson Road, Jacksonville, Duval County, Florida 32219. Defendant's registered agent for service of process is Dyanne J. Thomas, 7300 Imeson Road, Jacksonville, Duval County, Florida 32219.
11. This cause of action accrued in Duval County, Florida, and accordingly, venue is proper pursuant to § 47.011, Florida Statutes, et. seq.
12. This Court has subject matter jurisdiction pursuant to Florida Constitution, Art. V, §5(b).
13. All conditions precedent to bringing this action have occurred or have been performed, including that timely written notice of intent was served on Defendant CITY as required by Florida Statutes §768.28(6)(a) and Jacksonville Municipal Ordinance Code §112.201-112.206. A copy of the notice is attached hereto as Exhibit "B".
14. More than six (6) months have passed since Plaintiff's notice of intent was received by Defendant CITY and the Department of Financial Services.

FACTUAL BACKGROUND

15. Plaintiff, JASMINE BATES as Personal Representative of the Estate of AMARI HARLEY, deceased, adopts and re-alleges all material allegations contained in paragraphs one through fourteen (1 – 14) as though fully rewritten herein.
16. At all times material hereto, Defendant CITY owned, managed, and operated the subject premises, a public park.

17. At all times material hereto, Defendant ERS provided septic tank services at the subject premises pursuant to a contract with Defendant CITY.
18. At all times material hereto, Defendant A1 SEPTIC provided septic services at the subject premises pursuant to a contract with Defendant CITY.
19. At all times material hereto, Defendant, ERS, was responsible for inspections, maintenance, service, and/or repairs of water treatment systems and wastewater lift stations including septic and sewer systems for all of the City of Jacksonville's public areas, including the onsite sewage treatment and disposal system (hereinafter referred to as "OSTDS") located at the subject premises.
20. At all times material hereto, Defendant A1 SEPTIC was responsible for maintenance, service, septic tank and lift station pump-outs, and/or repairs for various locations owned or leased by the City of Jacksonville, including OSTDS at the subject premises.
21. On or about October 22, 2017, there were two unsecured septic tank openings located in a grassy area between the two pavilions and adjacent to the one that houses the restrooms at the subject premises.
22. Prior to October 22, 2017, the septic tank lids and risers on the septic tank openings at the subject premises were broken and the lids were missing screws.
23. Between January 2017 and October 2017, at least one of the two septic tank lids at the subject premises was not secured on six separate occasions.
24. On October 22, 2017, AMARI HARLEY, a three-year-old, and his family were at the subject premises attending a breast cancer event and were public invitees.
25. On or about October 22, 2017, Plaintiff was not aware of the presence of the septic tanks at the subject premises.

26. On October 22, 2017, AMARI HARLEY fell into one of the unsecured septic tank openings located at the subject premises, causing him to consciously suffer and drown.

COUNT I: NEGLIGENCE AGAINST ERS, CORP.

27. Plaintiff, JASMINE BATES, individually and as Personal Representative of the Estate of AMARI HARLEY, deceased, adopts and re-alleges all material allegations contained in paragraphs one through twenty-six (1-26) as though fully rewritten herein.

28. Defendant ERS performed monthly inspections, maintenance, repairs, and/or services to the Defendant CITY's OSTDS at specified locations, including the subject premises.

29. At the time Defendant ERS contracted with Defendant CITY, ERS had no employees or agents who were registered septic tank contractors or state licensed plumbers, as required under Chapter 489, Part III, Florida Statutes.

30. At the time Defendant ERS contracted with the City of Jacksonville, Defendant ERS did not hold a certificate of authorization or business authorization to practice or offer to practice septic tank contracting services to the public, as required by Chapter 489, Part III, Florida Statutes.

31. The unsecured septic tank at the subject premises constituted an open pit under §768.10, Florida Statutes.

32. Defendant ERS owed a legal duty of care to reasonably inspect, maintain, repair, and service the OSTDS, including the septic tanks, lids, risers, and any item placed within or intended to be used as a part of or in conjunction with the system located at the subject premises.

33. Defendant ERS had a legal duty of care to reasonably provide for the safety of individuals lawfully on the subject premises, including AMARI HARLEY.

34. Defendant ERS had a legal duty to secure the septic tank lids at the subject premises so that they were tamper, vandal, and child-resistant.
35. Defendant ERS had a legal duty of care to warn individuals, including AMARI HARLEY and Plaintiff, lawfully on the subject premises, of any hidden dangerous conditions.
36. Defendant ERS, breached its duty of care by the following negligent acts or omissions:
- a. Failing to have a registered septic tank contractor or state licensed plumber inspect, maintain, operate, service, and/or repair the OSTDS including the septic tanks, lids and any item placed within or intended to be used as a part of or in conjunction with the system located at the subject premises;
 - b. Failing to properly inspect, maintain, secure, repair and/or replace the septic tank lids and risers located at the subject premises;
 - c. Performing and practicing OSTDS services in the State of Florida without a registered septic tank contractor or licensed plumber and certification of authorization or business authorization;
 - d. Failing to identify, detect, discover, and/or disclose the dangerous and defective nature, propensities, characteristics, operation, and use of the subject septic system, when Defendant ERS knew or in the exercise of due care should have known that persons, such as AMARI HARLEY, were unaware of such dangerous or defective characteristics;
 - e. Failing to report the dangerous and defective conditions of the septic tank lids and risers that existed at the subject premises;
 - f. Failing to warn of dangerous and defective conditions that existed related to the septic tank lids and risers at the subject premises;

- g. Failing to warn or exclude public invitees, including AMARI HARLEY, from areas of the subject premises known by ERS to be dangerous because of operations, activities, or conditions;
 - h. Failing to maintain safety precautions and safeguards for individuals lawfully at the subject premises, including AMARI HARLEY;
 - i. Failing to adhere to Florida Statutes §768.10;
 - j. Other negligent acts and/or omissions that shall be learned of through discovery.
37. Defendant ERS had actual or constructive knowledge of the dangerous and defective septic tank lids and risers at the subject premises.
38. The dangerous and defective condition of the septic tank lids and risers at the subject premises was known to Defendant ERS, or had existed for a sufficient length of time so that Defendant ERS should have known of it.
39. Defendant ERS knew or reasonably should have known of the presence of children at the subject premises, given that it was a public park.
40. At all times material hereto, Defendant ERS had possession and control of the OSTDS located at the subject premises.
41. Defendant ERS violated Florida Statutes §381.0065, §768.10, and Chapter 489 Part III, Chapter 64E-6 Florida Administrative Code, and City of Jacksonville Code of Ordinances §342.104.
42. The acts or omissions of Defendant ERS created a foreseeable zone of risk to AMARI HARLEY and other individuals lawfully permitted on the subject premises.
43. The acts or omissions of Defendant ERS created an unreasonable risk of harm to individuals lawfully permitted on the subject premises, including AMARI HARLEY.

44. As a direct and proximate result of the negligence of the Defendant, ERS, AMARI HARLEY fell into the septic tank and drowned.
45. The death of AMARI HARLEY was a foreseeable result of the negligence of Defendant ERS.
46. As a direct and proximate result of Defendant ERS's above-stated actions and omissions, decedent, AMARI HARLEY, suffered fatal injuries, subjecting Defendant ERS to liability pursuant to the Florida Wrongful Death Act §768.16-768.26, and §768.10-768.11, Florida Statutes and/or any other law that may be applicable to this cause of action.
47. The risks and dangers posed to AMARI HARLEY by the negligence of Defendant ERS were greater than the burden imposed on Defendant ERS to use reasonable care to provide for the safety of those lawfully at the subject premises, including AMARI HARLEY.
48. As a direct and proximate result of the negligence of Defendant ERS, the Estate of AMARI HARLEY is entitled to recover net lost earnings from the date of death, medical and funeral expenses, and net accumulations.
49. As a direct and proximate result of the negligence of the Defendant ERS, Plaintiff, JASMINE BATES, as the natural mother of the decedent, has suffered pain and suffering, loss of society, companionship, care, solace, and services, mental pain and suffering from the date of decedent's death and will continue to suffer the same into the future, and any other damages to which the Estate, Plaintiff, survivors and/or beneficiaries may be entitled to under applicable law.

50. As a direct and proximate result of the negligence of the Defendant ERS, WILLIE HARLEY, as the natural father of the decedent, has suffered pain and suffering, loss of society, companionship, care, solace, and services, mental pain and suffering from the date of decedent's death and will continue to suffer the same into the future, and any other damages to which the Estate, Plaintiff, survivors and/or beneficiaries may be entitled to under applicable law.

WHEREFORE, Plaintiff, JASMINE BATES, individually and as Personal Representative of the Estate of AMARI HARLEY, prays for judgment for any and all damages available under the Florida Wrongful Death Act, Florida Statutes §768.10-768.11, and all applicable Florida law against Defendant, ERS, CORP., with costs incurred herein, a jury trial on all issues triable as of right, and such other relief as this Court deems just and proper.

COUNT II: NEGLIGENCE PER SE AGAINST ERS, CORP.

51. Plaintiff, JASMINE BATES, individually and as Personal Representative of the Estate of AMARI HARLEY, deceased, adopts and re-alleges all material allegations contained in paragraphs one through twenty-six (1-26) as though fully rewritten herein.

52. At all times material hereto, Defendant ERS inspected, maintained, repaired, and/or serviced the OSTDS, including septic tanks, lids, risers, and any item placed within or intended to be used as a part of or in conjunction with the system located at the subject premises.

53. At all times material hereto, Defendant ERS had possession and control of the OSTDS located at the subject premises pursuant to the monthly contractual obligation.

54. The unsecured septic tank at the subject premises constituted an open pit under Florida Statutes §768.10.

55. At all times material hereto, Defendant ERS was subject to the laws, rules, and regulations under Chapter 489 Part III of Florida Statutes, Section 381.0065 of Florida Statutes, and Chapter 64E-6 of Florida Administrative Code (hereinafter referred to as “subject laws, rules, and regulations”).

56. Defendant ERS failed to meet, follow, comply with or abide by one or more of the subject laws, rules and regulations by:

- a. failing to require its employees and/or agents to register with the Department of Health as septic tank contractors or state-licensed plumbers;
- b. failing to register, as a business doing septic tank contracting with the Department of Health;
- c. failing to employ a registered septic contractor or state-licensed plumber;
- d. engaging in septic tank contracting without a certificate of authorization and/or business authorization required by the Department of Health;
- e. failing to properly maintain, repair and/or replace components of the OSTDS including septic tank lids, risers, and any item placed within or intended to be used as a part of or in conjunction with the system located at the subject premises;
- f. failing to secure the OSTDS including septic tanks, lids and any item placed within or intended to be used as a part of or in conjunction with the system at the subject premises to make access manholes vandal, tamper, and child resistant.

57. The subject laws, rules, and regulations violated by Defendant ERS were designed to protect children, and others who cannot appreciate the dangers associated with OSTDS, from their inability to protect themselves.

58. Decedent, AMARI HARLEY was a member of the class of persons the subject laws, rules, and regulations were intended to protect.

59. Defendant ERS's negligence and violations of the subject laws, rules, and regulations were a foreseeable cause of the death of Decedent, AMARI HARLEY.

60. As a direct and proximate result of the violations of the subject laws, rules, and regulations by and negligence of Defendant ERS, the Estate of AMARI HARLEY is entitled to recover net lost earnings from the date of death, medical and funeral expenses, and net accumulations.

61. As a direct and proximate result of the violations of the subject laws, rules, and regulations by and negligence of Defendant ERS, Plaintiff, JASMINE BATES, as the natural mother of the decedent, has suffered pain and suffering, loss of society, companionship, care, solace, and services, mental pain and suffering from the date of decedent's death and will continue to suffer the same into the future, and any other damages to which the Estate, Plaintiff, survivors and/or beneficiaries may be entitled to under applicable law.

62. As a direct and proximate result of the violations of the subject laws, rules, and regulations by and negligence of Defendant ERS, WILLIE HARLEY, as the natural father of the decedent, has suffered pain and suffering, loss of society, companionship, care, solace, and services, mental pain and suffering from the date of decedent's death and will continue to suffer the same into the future, and any other damages to which the Estate, Plaintiff, survivors and/or beneficiaries may be entitled to under applicable law.

WHEREFORE, Plaintiff, JASMINE BATES, as Personal Representative of the Estate of AMARI HARLEY, prays for judgment for any and all damages available under the Florida

Wrongful Death Act, Florida Statutes §768.10-768.11, and all applicable Florida law against Defendant, ERS, CORP. with costs incurred herein, a jury trial on all issues triable as of right, and such other relief as this Court deems just and proper.

COUNT III: NEGLIGENCE AGAINST A1 SEPTIC SERVICE, INC.

63. Plaintiff, JASMINE BATES as Personal Representative of the Estate of AMARI HARLEY, deceased, adopts and re-alleges all material allegations contained in paragraphs one through twenty-six (1-26) as though fully rewritten herein.
64. At all times material, Defendant A1 SEPTIC maintained, operated, serviced, and/or repaired the OSTDS located at the subject premises.
65. Defendant A1 SEPTIC had possession and control of the OSTDS located at the subject premises.
66. The unsecured septic tank at the subject premises constituted an open pit under Florida Statutes §768.10.
67. Defendant A1 SEPTIC had a legal duty to exercise reasonable care in the maintenance, service, repair, and pumping of the septic tanks located on the subject premises.
68. Defendant A1 SEPTIC had a legal duty to secure the septic tank lids at the subject premises so that they were tamper, vandal, and child-resistant.
69. Defendant A1 SEPTIC had a legal duty of care to warn individuals, including AMARI HARLEY, lawfully on the subject premises, of any dangerous conditions located on said premises, specifically a dangerous condition related to the OSTDS.
70. Defendant A1 SEPTIC breached its duty of care by the following negligent acts or omissions:
 - a. Negligently pumping and maintaining the OSTDS located at the subject premises;

- b. Failing to identify, detect, discover, and/or disclose the dangerous and defective nature, propensities, characteristics, operation, and use of the OSTDS at the subject premises, when Defendant A1 SEPTIC knew or in the exercise of due care should have known that persons, such as the AMARI HARLEY were unaware of such dangerous or defective characteristics or conditions;
 - c. Failing to report the dangerous and defective conditions of the OSTDS, including the septic tank lids and risers that existed at the subject premises;
 - d. Failing to warn of dangerous and defective conditions of the OSTDS that existed related to the septic tank lids and risers at the subject premises;
 - e. Failing to maintain safety precautions and safeguards for individuals lawfully at the subject premises, including AMARI HARLEY;
 - f. Failing to properly secure, repair, and/or replace the septic tank lid and/or risers at the subject premises;
 - g. Failing to adhere to Florida Statutes § 768.10;
 - h. Other negligent acts and/or omissions that shall be learned of through discovery.
71. The acts or omissions of Defendant A1 SEPTIC created a foreseeable zone of risk to AMARI HARLEY, and individuals lawfully permitted on the subject premises.
72. The acts or omissions of Defendant A1 SEPTIC created an unreasonable risk of harm to individuals lawfully permitted on the subject premises, including AMARI HARLEY.
73. The death of AMARI HARLEY was a foreseeable result of the negligence of Defendant A1 SEPTIC.
74. As a direct and proximate result of the negligence of the Defendant A1 SEPTIC, AMARI HARLEY fell into a septic tank at the subject premises and drowned.

75. As a direct and proximate result of Defendant A1 SEPTIC's above-stated actions and omissions, decedent, AMARI HARLEY, suffered fatal injuries, subjecting Defendant A1 SEPTIC to liability pursuant to the Florida Wrongful Death Act, § 768.16-768.26, and § 768.10-768.11, Florida Statutes and/or any other law that may be applicable to this cause of action.
76. The risks and dangers posed to AMARI HARLEY by the negligence of Defendant A1 SEPTIC were greater than the burden imposed on the Defendant to use reasonable care to provide for the safety of those lawfully at the subject premises, including AMARI HARLEY.
77. As a direct and proximate result of the negligence of Defendant A1 SEPTIC, the Estate of AMARI HARLEY is entitled to recover net lost earnings from the date of death, medical and funeral expenses, and net accumulations.
78. As a direct and proximate result of the negligence of Defendant A1 SEPTIC, Plaintiff, JASMINE BATES, as the natural mother of the decedent, has suffered pain and suffering, loss of society, companionship, care, solace, and services, mental pain and suffering from the date of decedent's death and will continue to suffer the same into the future, and any other damages to which the Estate, Plaintiff, survivors and/or beneficiaries may be entitled to under applicable law.
79. As a direct and proximate result of the negligence of Defendant A1 SEPTIC, WILLIE HARLEY, as the natural father of the decedent, has suffered pain and suffering, loss of society, companionship, care, solace, and services, mental pain and suffering from the date of decedent's death and will continue to suffer the same into the future, and any

other damages to which the Estate, Plaintiff, survivors and/or beneficiaries may be entitled to under applicable law.

WHEREFORE, Plaintiff, JASMINE BATES, individually and as Personal Representative of the Estate of AMARI HARLEY, prays for judgment for any and all damages available under the Florida Wrongful Death Act, Florida Statutes §768.10-768.11, and all applicable Florida law against Defendant, A1 SEPTIC SERVICE, INC. with costs incurred herein, a jury trial on all issues triable as of right, and such other relief as this Court deems just and proper.

COUNT IV: ATTRACTIVE NUISANCE AGAINST ERS, CORP.

80. Plaintiff, JASMINE BATES, individually and as Personal Representative of the Estate of AMARI HARLEY, deceased, adopts and re-alleges all material allegations contained in paragraphs one through twenty-six (1-26) as though fully rewritten herein.

81. At all times material, Defendant ERS had actual possession and control of the subject premises, specifically, the OSTDS.

82. The unsecured septic tank at the subject premises constituted an open pit under Florida Statutes §768.10.

83. The unsecured septic tank lid or opening constituted a concealed danger, not known to Plaintiff or AMARI HARLEY.

84. The damaged septic tank lid constituted a concealed danger, not known to Plaintiff or AMARI HARLEY.

85. The damaged septic tank lid and unsecured septic tank opening, or pit, constituted an inherently dangerous condition on the subject premises.

86. At all times material, Defendant ERS had either created, had knowledge of, should have known of, failed to inspect, failed to remedy, failed to warn of, or failed to exclude public invitees from a deadly attractive nuisance at the subject premises.
87. The deadly, attractive nuisance attracted the attention of children of the age where they could not realize the risk of harm of the unsecured septic tank openings or pits.
88. Defendant ERS had knowledge of, or should have anticipated, the presence of children at the subject premises because it was a public park.
89. Defendant ERS knew or should have known that children of tender age and limited ability to realize the risk of harm played at the subject premises, a public park.
90. As a direct and proximate result of the negligence of Defendant ERS, the Estate of AMARI HARLEY is entitled to recover net lost earnings from the date of death, medical and funeral expenses, and net accumulations.
91. As a direct and proximate result of the negligence of Defendant ERS, Plaintiff, JASMINE BATES, as the natural mother of the decedent, has suffered pain and suffering, loss of society, companionship, care, solace, and services, mental pain and suffering from the date of decedent's death and will continue to suffer the same into the future, and any other damages to which the Estate, Plaintiff, survivors and/or beneficiaries may be entitled to under applicable law.
92. As a direct and proximate result of the negligence of Defendant ERS, WILLIE HARLEY, as the natural father of the decedent, has suffered pain and suffering, loss of society, companionship, care, solace, and services, mental pain and suffering from the date of decedent's death and will continue to suffer the same into the future, and any

other damages to which the Estate, Plaintiff, survivors and/or beneficiaries may be entitled to under applicable law.

WHEREFORE, Plaintiff, JASMINE BATES, individually and as Personal Representative of the Estate of AMARI HARLEY, prays for judgment for any and all damages available under the Florida Wrongful Death Act, Florida Statutes §768.10-768.11, and all applicable Florida law against Defendant, ERS, CORP., with costs incurred herein, a jury trial on all issues triable as of right, and such other relief as this Court deems just and proper.

COUNT V: ATTRACTIVE NUISANCE AGAINST A1 SEPTIC SERVICE, INC.

93. Plaintiff, JASMINE BATES, individually and as Personal Representative of the Estate of AMARI HARLEY, deceased, adopts and re-alleges all material allegations contained in paragraphs one through twenty-six (1-26) as though fully rewritten herein.

94. At all times material, Defendant A1 SEPTIC had actual possession and control of the subject premises, specifically, the OSTDS.

95. The unsecured septic tank at the subject premises constituted an open pit under Florida Statutes §768.10.

96. The unsecured septic tank lid or opening constituted a concealed danger, not known to Plaintiff or AMARI HARLEY.

97. The damaged septic tank lid constituted a concealed danger, not known to Plaintiff or AMARI HARLEY.

98. The damaged septic tank lid and unsecured septic tank opening, or pit, constituted an inherently dangerous condition on the subject premises.

99. At all times material, Defendant A1 SEPTIC had either created, had knowledge of, should have known of, failed to inspect, failed to remedy, failed to warn of, or failed to exclude public invitees from a deadly attractive nuisance at the subject premises.
100. The deadly, attractive nuisance attracted the attention of children of the age where they could not realize the risk of harm of the unsecured septic tank openings or pits.
101. Defendant A1 SEPTIC had knowledge of, or should have anticipated, the presence of children at the subject premises because it was a public park.
102. Defendant A1 SEPTIC knew or should have known that children of tender age and limited ability to realize the risk of harm played at the subject premises, a public park.
103. As a direct and proximate result of the negligence of Defendant A1 SEPTIC, the Estate of AMARI HARLEY is entitled to recover net lost earnings from the date of death, medical and funeral expenses, and net accumulations.
104. As a direct and proximate result of the negligence of Defendant A1 SEPTIC, Plaintiff, JASMINE BATES, as the natural mother of the decedent, has suffered pain and suffering, loss of society, companionship, care, solace, and services, mental pain and suffering from the date of decedent's death and will continue to suffer the same into the future, and any other damages to which the Estate, Plaintiff, survivors and/or beneficiaries may be entitled to under applicable law.
105. As a direct and proximate result of the negligence of Defendant A1 SEPTIC, WILLIE HARLEY, as the natural father of the decedent, has suffered pain and suffering, loss of society, companionship, care, solace, and services, mental pain and suffering from the date of decedent's death and will continue to suffer the same into the future, and any

other damages to which the Estate, Plaintiff, survivors and/or beneficiaries may be entitled to under applicable law.

WHEREFORE, Plaintiff, JASMINE BATES, individually and as Personal Representative of the Estate of AMARI HARLEY, prays for judgment for any and all damages available under the Florida Wrongful Death Act, Florida Statutes §768.10-768.11, and all applicable Florida law against Defendant, A1 SEPTIC, with costs incurred herein, a jury trial on all issues triable as of right, and such other relief as this Court deems just and proper.

COUNT VI: RESPONDEAT SUPERIOR AGAINST CITY OF JACKSONVILLE

106. Plaintiff, JASMINE BATES as Personal Representative of the Estate of AMARI HARLEY, deceased, adopts and re-alleges all material allegations contained in paragraphs one through one hundred five (1-105) as though fully rewritten herein.

107. At all times material hereto, Defendant CITY employed Defendants ERS and A1 SEPTIC as independent contractors under separate contracts for septic-related services at the subject premises and other city-owned sites. Contract between CITY and ERS attached hereto as Exhibit “C”. Contract between CITY and A1 SEPTIC attached hereto as Exhibit “D” and hereinafter referred to as “contracts”.

108. Defendant CITY had a nondelegable duty to maintain onsite treatment and disposal systems (OSTDS), including the septic tanks, lids, and risers, on public property and keep them free from hazards.

109. At all times material hereto, Defendant CITY knew or should have known that the work Defendants ERS and A1 SEPTIC were to perform under their respective contracts was likely to create a peculiar risk of harm to others unless special precautions were taken.

110. At all times material hereto, Defendant CITY employed Defendants ERS and A1 SEPTIC to do work that involved a special danger to others, which Defendant CITY knew or should have known to be inherent in or normal to the work Defendants ERS and A1 SEPTIC were to perform under their respective contracts.
111. At all times material hereto, the work performed by Defendants ERS and A1 SEPTIC under their respective contracts with Defendant CITY involved inherently dangerous activities for which no special precautions were taken.
112. At all times material hereto, Defendants ERS and A1 SEPTIC were acting within the course and scope of their employment or agency with Defendant CITY.
113. Defendant CITY is liable for the physical harm to and death of AMARI HARLEY consequent to the failure of Defendants ERS and A1 SEPTIC to exercise reasonable care to take special precautions against the risk of harm and special danger inherent in the work performed by Defendants ERS and A1 SEPTIC.
114. As a direct and proximate result of the above-stated actions or omissions, the Estate of AMARI HARLEY is entitled to recover net lost earnings from the date of death, medical and funeral expenses, and net accumulations.
115. As a direct and proximate result of the above-stated actions or omissions, Plaintiff, JASMINE BATES, as the natural mother of the decedent, has suffered pain and suffering, loss of society, companionship, care, solace, and services, mental pain and suffering from the date of decedent's death and will continue to suffer the same into the future, and any other damages to which the Estate, Plaintiff, survivors and/or beneficiaries may be entitled to under applicable law.

116. As a direct and proximate result of the above-stated actions or omissions, WILLIE HARLEY, as the natural father of the decedent, has suffered pain and suffering, loss of society, companionship, care, solace, and services, mental pain and suffering from the date of decedent's death and will continue to suffer the same into the future, and any other damages to which the Estate, Plaintiff, survivors and/or beneficiaries may be entitled to under applicable law.

WHEREFORE, Plaintiff, JASMINE BATES, individually and as Personal Representative of the Estate of AMARI HARLEY, prays for judgment for any and all damages available under the Florida Wrongful Death Act, Florida Statutes §768.10-768.11, and all applicable Florida law against Defendant, CITY OF JACKSONVILLE, with costs incurred herein, a jury trial on all issues triable as of right, and such other relief as this Court deems just and proper.

COUNT VII: NEGLIGENT HIRING AGAINST CITY OF JACKSONVILLE

117. Plaintiff, JASMINE BATES as Personal Representative of the Estate of AMARI HARLEY, deceased, adopts and re-alleges all material allegations contained in paragraphs one through sixty-two (1-62) as though fully rewritten herein.

118. Defendant ERS was hired by Defendant CITY to do septic tank-related work, which involves a risk of harm unless skillfully and carefully done.

119. Defendant ERS was not a licensed septic tank contractor nor a state licensed plumber, as required by Florida law and, therefore, was incompetent or unfit to perform the work for which Defendant CITY hired Defendant ERS.

120. Defendant CITY knew or, in the exercise of reasonable care, should have known that Defendant ERS had no license to perform the work for which Defendant ERS was hired.
121. Defendant CITY knew or, in the exercise of reasonable care, should have known of Defendant ERS's incompetence or unfitness to perform the work for which Defendant ERS was hired.
122. Defendant ERS's incompetence or unfitness was the proximate cause of the drowning death of AMARI HARLEY.
123. The death of AMARI HARLEY was a foreseeable result of Defendant ERS's incompetence or unfitness.
124. As a direct and proximate result of the negligence of Defendant CITY in hiring Defendant ERS, the Estate of AMARI HARLEY is entitled to recover net lost earnings from the date of death, medical and funeral expenses, and net accumulations.
125. As a direct and proximate result of the negligence of Defendant CITY in hiring Defendant ERS, Plaintiff, JASMINE BATES, as the natural mother of the decedent, has suffered pain and suffering, loss of society, companionship, care, solace, and services, mental pain and suffering from the date of decedent's death and will continue to suffer the same into the future, and any other damages to which the Estate, Plaintiff, survivors and/or beneficiaries may be entitled to under applicable law.
126. As a direct and proximate result of the negligence of Defendant CITY in hiring Defendant ERS, WILLIE HARLEY, as the natural father of the decedent, has suffered pain and suffering, loss of society, companionship, care, solace, and services, mental pain and suffering from the date of decedent's death and will continue to suffer the same into

the future, and any other damages to which the Estate, Plaintiff, survivors and/or beneficiaries may be entitled to under applicable law.

WHEREFORE, Plaintiff, JASMINE BATES, individually and as Personal Representative of the Estate of AMARI HARLEY, prays for judgment for any and all damages available under the Florida Wrongful Death Act, Florida Statutes §768.10-768.11, and all applicable Florida law against Defendant, CITY OF JACKSONVILLE, with costs incurred herein, a jury trial on all issues triable as of right, and such other relief as this Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 12th day of November, 2018, I electronically filed the foregoing with the Clerk of Court by using the FCEP System and a true and correct copy of the foregoing was electronically sent to the following designated email recipients through their designated electronic addressee: Todd Springer, Esq., counsel for Defendant ERS, Corp., luksjax-pleadings@ls-law.com; Michael Orr, Esq., counsel for Defendant A1 Septic Service, Inc., mfo@dawsonorr.com.

/s/ Kamaria H. Williams

Kamaria H. Williams, Esq.

Florida Bar No.: 0083537

Kay Harper Williams, PLLC

121 W. Forsyth Street, Suite 600

Jacksonville, FL 32202

Telephone: (904) 997-9955

Facsimile: (904) 997-9966

williams@khwlegal.com

black@khwlegal.com

/s/ A. Jordan Felix

A. Jordan Felix, Esq.

Florida Bar No.: 0089024

A. Jordan Felix, Esq., PLLC

121 W. Forsyth Street, Suite 600

Jacksonville, FL 32202
Telephone: (904) 403-1009
Facsimile: (904) 404-8356
aj@ajfesq.com

Attorneys for Plaintiff

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT,
IN AND FOR DUVAL COUNTY, FLORIDA

PROBATE DIVISION

IN RE: THE ESTATE OF
AMARI HARLEY

CASE NO.: 16-2017-CP-2510

LETTERS OF ADMINISTRATION
(single personal representative)

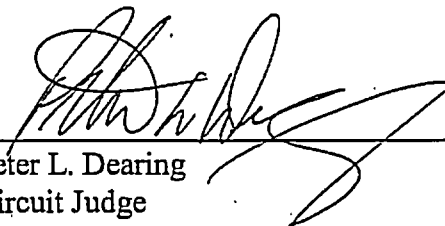
TO ALL WHOM IT MAY CONCERN

WHEREAS, AMARI HARLEY, a resident of Duval County, Florida, died on October 22, 2017, owning assets in the State of Florida, and

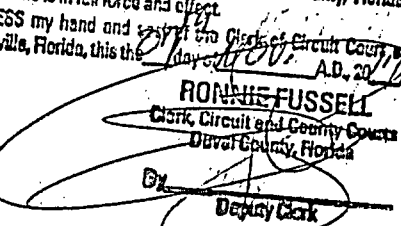
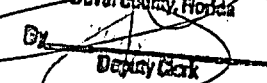
WHEREAS, Jasmine Bates, has been appointed personal representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare Jasmine Bates duly qualified under the laws of the State of Florida to act as personal representative of the estate of AMARI HARLEY, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

ORDERED on November 7, 2017


Peter L. Dearing
Circuit Judge

Copy to:
Kamaria H. Williams, Esq.
Kay Harper Williams, PLLC
121 W. Forsyth Street, Suite 600
Jacksonville, FL 32202
williams@khwlegal.com
lee@khwlegal.com
Attorney for Personal Representative

STATE OF FLORIDA
DUVAL COUNTY
I, THE UNDERSIGNED Clerk of the Circuit Court, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit of Duval County, Florida, and the same is in full force and effect.
WITNESS my hand and seal of the Clerk of Circuit Court, Jacksonville, Florida, this 07th day of Nov, A.D. 2017

RONNIE FUSSELL
Clerk, Circuit and County Courts
Duval County, Florida
By 
Deputy Clerk

121 WEST FORSYTH STREET, SUITE 600
JACKSONVILLE, FLORIDA 32202
904.997.9955 (P) 904.997.9966 (F)

HELPING INJURED PEOPLE, EVERY DAY

December 1, 2017

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

City of Jacksonville
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202

Florida Department of Financial Services
Division of Risk Management
200 East Gaines Street
Tallahassee, Florida 32399

Re: Claimant(s): Jasmine Bates and Willie Harley, Jr. as beneficiaries of Amari
Harley (estate of), Estate of Amari Harley

Agency: City of Jacksonville

Date of Loss: 10/22/2017

Dear Sir or Madam:

Pursuant to Florida Statutes § 768.28, the above-referenced claimants hereby provide notice of the intent to pursue a claim for damages against the City of Jacksonville, City of Jacksonville Department of Public Works, and City of Jacksonville Department of Parks, Recreation, and Community Services. Our law firm represents Jasmine Bates and Willie Harley, Jr. as beneficiaries of Amari Harley (estate of). Any correspondence relating to this claim should be directed to my attention. The following is the specific information requested by the relevant statute:

Name and address of claimants: Jasmine Bates
5681 Edenfield Road, Apt. 204
Jacksonville, FL 32277
SSN: XXX-XX-3310
DOB: 06/13/1992

EXHIBIT B

Willie Harley, Jr.
2244 4th Avenue
Jacksonville, Florida 32208
SSN: XXX-XX-8711
DOB: 09/24/1991

Estate of Amari Harley
Jasmine Bates as Personal Representative

Date/time/place of incident: October 22, 2017 at approximately 4:30PM, at Bruce Park located at 6549 Arlington Road, Jacksonville, Duval County, Florida.

Description of the incident: Amari Harley fell into an underground septic tank that was improperly covered or secured, resulting in death by asphyxia and inhalation of septic tank contents.

Agencies/agents involved: City of Jacksonville, City of Jacksonville Department of Public Works, City of Jacksonville Department of Parks, Recreation, and Community Services, City of Jacksonville Public Buildings Division, City of Jacksonville Procurement Division, Environmental Remediation Services, LLC (city contractor) and A-1 Septic Service, Inc. (city contractor).

Relief sought: Claimants intend to seek all damages available under the Wrongful Death Act, Florida Statutes § 768.21, all other relevant statutes and Florida case law.

Pursuant to Florida Statutes § 768.28(6)(d), further information required by Florida Statutes § 768.28(6)(c) regarding prior adjudicated unpaid claims in excess of two hundred dollars (\$200.00), will be provided prior to settlement payment, close of discovery or commencement of trial, whichever is sooner.

If additional information is necessary, or if this notice is legally defective in any manner, please contact me immediately.

Respectfully,



Kamaria H. Williams, Esq.
/lb

BID # SC-0356-16

SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY



WATER TREATMENT SYSTEMS AND WASTEWATER LIFT STATIONS

FOR

PUBLIC BUILDINGS

BID NO.: SC-0356-16

OPEN DATE: WEDNESDAY, DECEMBER 2, 2015

TIME: 2:00 P.M.

**PLACE: 1ST FLOOR, ED BALL BUILDING, 214 N. HOGAN ST.,
ROOM #110, JACKSONVILLE, FL 32202**

**CITY OF JACKSONVILLE
PROCUREMENT DIVISION**

PRE-BID CONFERENCE:

DATE: N/A.

TIME: N/A.

PLACE: N/A.

**LENNY CURRY
MAYOR**

**GREGORY PEASE
CHIEF PROCUREMENT
DIVISION**

EXHIBIT C

GENERAL CONDITIONS

1. RESERVATIONS: The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville.

The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds if required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID THEY SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCUREMENT DIVISION.

3. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name of brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment: may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

GENERAL CONDITIONS

All sample packages will be marked "Sample for the Procurement Division" and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. Surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, bi-City agencies, in-City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

15. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's 1 - 14.

16. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

17. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

18. NONDISCRIMINATION PROVISIONS: In compliance with Section 4 of Ordinance 69-630-653, the bidder will, upon affixing his signature to the proposal form, and/or the acceptance of a purchase order, sight draft, field order, certifies that his firm meets and agrees to the following provisions, which will become a part of this contract.

a. The contractor represents that he has adopted and will maintain a policy of nondiscrimination as defined by ordinance of the City of Jacksonville throughout the term of this contract.

b. The contractor agrees that on written request, he will permit the reasonable access to his employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of the City of Jacksonville for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this contract, provided however, that the contractor will not be required to produce for inspection any records covering periods of time more than one year prior to the date of this contract.

GENERAL CONDITIONS

c. The contractor agrees that if any of the obligations of this contract are to be performed by a subcontractor, then the provisions of a and b of this section will be incorporated into and become a part of the subcontract.

19. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
- b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

20. LICENSES REQUIREMENT: Bidders/vendors responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

21. ELECTRONIC PAYMENTS: Bidders/vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

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SUPPLEMENTAL CONDITIONS

1. SUBMISSION OF BIDS:

All bids must be submitted no later than the designated bid opening date and time as specified in the bid documents.

Submit bids to:
City of Jacksonville
Procurement Division
214 N. Hogan Street, Suite 105
Jacksonville, Florida 32202

Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk.

LATE BIDS ARE NOT CONSIDERED.

Bid only on the bidding form(s) supplied herewith, using ink or typewriter. Any changes or alterations must be initialed by the person signing the bid.

Bidders' signature on the Bid Form (Form GB-102) signifies that the bidder has familiarized himself with all the Terms and Conditions of this bid, and agrees to them all, and that his bid is made and submitted for the items as specified and detailed herein unless exceptions are clearly noted and that the prices quoted herein are firm for the duration of this bid. Failure to submit a signed Bid Form with bid submission will be grounds for bid rejection. Violations of any of the Terms and Conditions of this bid and delivery time stated can result in the Bidder's suspension from all bid lists of the City of Jacksonville and its agencies and penalties provided for by the Purchasing code of the City of Jacksonville.

Please use the green label enclosed when submitting your bid, be sure to write the bid number and the open date on the label. If you downloaded the bid package you will not have a green label. Please write your bid number and open date on the outside of the sealed envelope. Failure to do so may result in your bid being returned unopened.

2. BID/SURETY REQUIREMENTS:

All Bids that may require a bid security or surety in the form of a certified check, cashier's check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Certified and cashier's checks will be deposited by the City and reimbursement checks will be issued once an award is made. Failure to submit the above information timely will be grounds for rejection of bid.

3. BID OPENING AND TABULATION:

Due to the large number of bids to be opened, and the numerous items contained in some bids, such bids will not be tabulated at the bid opening. Bids may be reviewed by arrangement with the respective buyer. Bidders desiring a copy of the tabulation sheet and the award recommendation must include a self-addressed, stamped envelope with their bid. If a copy of the tabulation sheet is desired prior to award, then two (2) self-addressed, stamped envelopes must be included.

BID RESULTS AND AWARD RECOMMENDATIONS WILL NOT BE GIVEN BY TELEPHONE.

4. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

a. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and

SUPPLEMENTAL CONDITIONS

(iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

b. Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE)- Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

c. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

5. PUBLIC ENTITY CRIME INFORMATION:

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

6. AUDIT PROVISION:

A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

7. W-9 REQUIREMENT:

All bidders are encouraged to submit with their bid submission a revised W-9 if any company information has

SUPPLEMENTAL CONDITIONS

changed within the last six (6) months. It is the vendor's responsibility to ensure that the City has a current W-9 on file and as listed in the JAXPRO system.

8. SOLICITATION SILENCE POLICY:

The City of Jacksonville's Procurement Division has implemented a Solicitation Silence Policy that prohibits certain oral communication regarding a solicitation during the period the policy is in effect. Written communications to the Chief of the Procurement Division or his/her staff are allowed at all times.

Prohibitions

Any oral communication regarding a particular solicitation is prohibited between a potential vendor, service provider, bidder, lobbyist or consultant and city employees, staff, or hired consultant.

Exceptions to the Solicitation Silence Policy

Unless specifically provided in the applicable solicitation document the Solicitation Silence Policy does not apply to the following:

- communications regarding a particular solicitation between the Chief of the Procurement Division or his/her staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document
- communications between a potential vendor, service provider, bidder, consultant or lobbyist and city employees responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures
- communications with the Office of General Counsel and his/her staff
- emergency procurements of goods and services pursuant to Chapter 126.102(e)
- oral communications at pre-bid conferences
- oral presentations before publicly noticed committee meetings
- contract negotiations during any duly noticed public meeting
- duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation
- communications in writing at any time to the Chief of Procurement Division or his/her staff unless specifically prohibited by the applicable solicitations document

Commencement and Termination of the Solicitation Silence Period

The period of Solicitation Silence commences after the advertisement of the solicitation document. The period of Solicitation Silence terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the Solicitation Silence period shall be reinstated until such time as the Chief issues a subsequent recommendation.

Written Communication during the Solicitation Silence Period

When the Solicitation Silence period is in effect, any communication shall be in writing, unless one of the exceptions applies. Written communication may be in the form of letter, email or facsimile.

If Not an Exception

If an oral inquiry call for an answer or response that is not within the scope of the exception, kindly request that the question be presented in writing to the Chief of the Procurement Division or his/her staff and that a response will, in turn, be given.

INSURANCE AND INDEMNIFICATION

1.00 INDEMNIFICATION:

1.01 The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or its using agencies named in the contract documents, its directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

1.02 This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

2.00 INSURANCE:

2.01 GENERAL:

The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.

2.02 Without limiting its liability under the Contract Agreement, the Contractor and its sub-contractors shall procure and maintain at its expense during the life of this contract, insurance of the types and in the minimum amounts stated below:

<u>SCHEDULE</u>	<u>LIMITS</u>
<u>Workers Compensation & Employer's Liability (including appropriate Federal Acts)</u>	Florida Statutory Coverage \$100,000 Each Accident \$500,000 Disease/Policy Limit \$100,000 Each Employee/Disease
<u>Commercial General Liability – Occurrence Basis Only</u> Including Premises – Operations Products Completed Operations Blanket Contractual Liability Blanket, X, C, U Hazards Independent Contractors Watercraft, if applicable	\$1,000,000 Per Occurrence \$2,000,000 Aggregate

Automobile Liability

\$1,000,000 Combined Single Limit

All autos – owned, hired & non-owned

(Automobile liability is required when services provided involve automobile use, including the delivery of goods.)

Professional Services Contracts require Professional Liability coverage at a minimum limit of \$1,000,000. (Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this contract agreement and continuation of the insurance for claim reporting purposes for a minimum of two years beyond the expiration date of this contract agreement.

- 2.03 Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A X or better.
- 2.04 Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City.
- 2.05 The City of Jacksonville and or it's using agencies as identified in the contract documents shall be named as an additional insured under the Commercial General Liability Insurance.
- 2.06 Prior to commencing any work on the project, Certificates of Insurance approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the City.
- 2.07 Anything to the contrary notwithstanding, the liabilities of the Consultant under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the consultant shall relieve the consultant or its sub-consultants from responsibility to provide insurance as required by the contract.
- 2.08 In the event any part of the work to be performed hereunder shall require the CONTRACTOR or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the CONTRACTOR shall, before commencing any such work, at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.
- 2.09 The original of such policy shall be delivered to the railroad involved, with copies to the CITY, the ENGINEER and the PROGRAM MANAGEMENT FIRM(S), and the CONTRACTOR shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the CITY and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.
- 2.10 Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the CITY may, at its sole option, require additional insurance coverage in amounts responsive to those liabilities which may or may not require that the CITY and other authorized representatives also be named as an additional insured.

TERMS AND CONDITIONS

1. SCOPE OF WORK

The Public Buildings Division of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) / service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s) / service(s) and to obtain pricing commitments for WATER TREATMENT SYSTEMS AND WASTEWATER LIFT STATIONS as listed in the bid documents.

2. AWARD

Award will be **ALL OR NONE** to the lowest, responsive, responsible bidder. Bidders must bid on all items to be considered for award. All awards are subject to the availability of funds.

3. TERM OF AGREEMENT

The term of this agreement is for one (1) year from date of award with four (4) one (1) year renewal options. Renewal options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and condition set forth in the bid documents.

4. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

5. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days.

6. STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The City reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. QUANTITIES

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period.

8. PRICES

All unit prices shall include all labor, supplies, equipment, transportation, workers, uniforms, and fuel charges as a whole for Monthly/Quarterly unit price per to provide these services at the locations as outlined in the bid documents. In case of errors, unit prices will govern. Proposals in which the prices obviously are unbalanced will be rejected.

9. ESCALATION / DE-ESCALATION

All pricing submitted shall remain for the initial term period. Upon renewal (if applicable), a Supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of a industry wide increase. The City reserves the right to decline any price increase request.

10. DELIVERY

. A packing slip shall accompany all shipments, which shall indicate, at a minimum, the following: purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices and unit of measure.

11. PICK UP AND RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. SUPPLIER ACCESSIBILITY

The City or its representative must able to contact, during normal business hours, by telephone or email any suppliers providing goods or services to the city or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

13. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

14. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

15. INSURANCE / INDEMNIFICATION

Awarded vendor shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. The awarded vendor will be required to submit the copy of the insurance certificate within ten (10) calendar days after receipt of award notice. Bid number should be listed on Insurance Certificate.

SPECIFICATIONS

WATER TREATMENT SYSTEMS AND WASTEWATER LIFT STATIONS

All water treatment systems and wastewater lift stations under this bid shall be serviced in accordance with the specifications listed herein.

SCOPE OF WORK

The work covered by these specifications consists of furnishing all labor, equipment and supplies to perform work listed herein, at specified sites owned by the City of Jacksonville (COJ). The City requires service under this contract in order to provide a quality environment for its citizens. The contractor shall, during the performance of this contract, represent the City of Jacksonville Public Buildings and assist in the resolution/clarification of any operational issues, provide any documentation, or filings and solutions which satisfy any injury or citation at no additional cost. Contractor shall be available to meet or correspond with City Representatives and regulatory agencies. The contractor shall be responsible for payment of any penalty resulting from failure to execute their work or failure to notify Public Buildings of a needed corrective repair or regulatory notices of non-compliance that evokes a payable citation arising from routine site visits. The contractor will not be responsible for a citation resulting from COJ Maintenance failure to correct or repair contractor reported repairs or failure/repair of equipment outside this specification.

All services must meet Wastewater Collection/Transmission Systems - Operation and Maintenance Requirements as stated in the JACKSONVILLE ENVIRONMENTAL PROTECTION BOARD RULE 3: WATER POLLUTION standards as amended April 11, 2011, Effective May 2, 2011

MINIMUM QUALIFICATIONS OF PROPOSERS

1. All bidders must submit certifications of a minimum Class "C" Water Distribution System Operator license from the State of Florida, and a minimum Class "C" Wastewater Treatment Plant Operator license from the State of Florida or certification that operator is a manufacturer trained technician to monitor wastewater lift stations.
2. Bidders must meet insurance requirements as stated in the bid documents and must be able to provide certificate of insurance within 48 hours upon request.
3. Awarded contractor must be able to commence work on January 1, 2016.

I. WATER TREATMENT SYSTEMS

Contractor shall provide an operator who is licensed by the State of Florida in Wastewater Operations (minimum Class "C") or a Certified Collections System operator to visit each plant three (3) non-consecutive days per week and perform the following operational and maintenance checks:

- A. Check the proper operations of all high service pumps and well pumps.
- B. Test plant and distribution systems for proper chlorine and pH levels.
- C. Check piping, valves and tanks for leaks.
- D. Visually check aeration screens for rips or holes.
- E. Check that chlorination system is working properly.
- F. Maintain proper oil and grease maintenance on pumps and motors if recommended by manufacturer or owner.
- G. After inspecting all site conditions and reporting any mechanical problems, the contractor shall, beginning on the 31st day after issuance of the first purchase order, provide materials at its own expense (up to \$100.00 maximum per repair) for repairs to chemical feed pumps, service pumps, and

control systems to keep the plant operating within Health & Rehabilitative Services (H.R.S.) and Department of Environmental Protection (D.E.P.) rules and regulations. The City of Jacksonville will provide parts and labor for repairs exceeding \$100.00 on all water treatment systems upon notification and approval.

- H. Provide sodium hypochlorite at its own expense as needed to maintain proper disinfecting levels at all plants that are presently using sodium hypochlorite.
- I. Submit bacteriological samples quarterly and nitrite samples yearly (comply with regulations if they require a more frequent sampling) from each water treatment system to Health & Rehabilitative Services (H.R.S.), Office of Lab Services, 1217 Pearl Street, Jacksonville, Florida. Upon receipt, furnish to the City of Jacksonville a copy in duplicate of each H.R.S. report.
- J. Furnish and maintain a logbook in weatherproof container at each site for maintenance and repairs, meter readings, electric readings and any abnormal events that may have occurred, with date, time and operator's name for each visit.
- K. Notify the City of Jacksonville immediately of any abnormal event or need for major repairs on any water treatment system.

WATER TREATMENT SYSTEMS LOCATIONS

Alamacani Boat Ramp	11080 Hecksher Drive
Black Hammock Island	15770 Sawpit Road
Camp Milton	1225 Halsema Road N.
Dames Point Park	9101 Dames Point Road
EOC	515 North Julia Street
Fire Station 43	18255 Pennsylvania Avenue
Fire Station 45	15725 Sawpit Road
Heckscher Drive Rec Center	9364 Hecksher Drive
Huguenot Park Campground	10980 Hecksher Drive
Huguenot Park Office	10980 Hecksher Drive
Joe Carlucci at Sister's Creek	8414 Heritage River Road
Lannie Road Flying Field	3461 Lannie Road
Maxville Community Center	18065 Pennsylvania Avenue
Pope Duval	13500 West Beaver Street
Rails To Trails	1225 Halsema Road N.
San Mateo Little League	1185 Kraft Rd, Jacksonville, FL 32218
Sister's Creek Marina	8203 Hecksher Drive
Tom Marshall Park	1471 Elmar Road

II. WASTEWATER LIFT STATIONS

All pump stations and lift stations shall be under the responsible charge of a state licensed wastewater facility operator, or a certified wastewater collection/transmission system operator (University of Florida TREEO or similar training course by a certified environmental trainer), or manufacturer trained and certified technician. Contractor shall provide an operator who is licensed by the State of Florida in Wastewater Operations (minimum Class "C") or a Certified Collections System operator to visit each wastewater lift station as frequently as necessary to preclude wastewater lift station failure, but in no event less than one (1) time per month (each site should be scheduled for a 30-day cycle) and perform the following operational and maintenance checks. Once a month the contractor shall ensure that the following maintenance is performed:

- A. Remove and dispose of any debris from the surface of the pump station or lift station wet well that may interfere with the operation of the pump station or lift station;
- B. Log hour meter reading for all pumps;
- C. Run each pump manually through a cycle and record amp draw in the maintenance log;
- D. Record voltage at control panel source in the maintenance log;
- E. Cycle alarms;
- F. Confirm floats are properly set;
- G. Confirm floats are clear of grease and clean if any grease present;
- H. Ensure that pump cables and pump chains are in good condition, are secure, and not around the pump suction;
- I. With lift station/wet well pumped down, stick the bottom of the tank to confirm the absence or presence of sand or debris. Remove and dispose of any sand or debris in the bottom of the tank that may interfere with the operation of the pump station or lift station;
- J. Ensure that any grass around the lift station, the wet well entrance, the valve box entrance and any vegetation that would hinder access to the control panel is trimmed back and the area is free from debris;
- K. Exercise all isolation valves completely closed and leave completely open;
- L. Confirm all electrical lugs in panel are tight and seal is secure for electrical panel;
- M. Secure each lock and lubricate as needed;
- N. Inspect the check valves to ensure they are functioning properly and will prevent back flow from the force main to the wet well.

Once every three months the contractor shall ensure that a Megohm test is performed on the pump motors to determine the condition of the motor winding insulation to establish a base line reading to be used over time to determine if the windings are deteriorating.

For lift stations servicing all other locations (not hotels, apartments and food establishments), upon recommendation by the operator, but no less than once every 2 years, the pump station or lift station owner shall ensure the following maintenance:

- A. Pump out wet wells and pressure wash to prevent solids and grease build-up, to reduce odors, and to reduce potential damage to the pumps. The pump station or lift station owner must provide the operator access to a water supply source. The removed wastewater shall be hauled by a state licensed or permitted hauler to a wastewater treatment facility and the receipt for disposal provided to the lift station owner.

- B. Pull the pumps and inspect the impeller and suction ports of each pump.
- C. Check each service pump for operations.
- D. Check that float controls.
- E. Test alarm system for both visual and audible alarms.
- F. Check wet well for cleanliness.
- G. Check that pumps are running at proper amperage.
- H. Check relays and switches.
- I. Check valves for leaks and proper alignment.
- J. Maintain proper oil and grease maintenance on pumps and motors if recommended by manufacturer or owner.
- K. Provide materials at its own expense (up to \$100.00 maximum per repair) for minor repairs to service pumps and control systems to keep the plant operating within Health & Rehabilitative Services (H.R.S.) and Department of Environmental Protection (D.E.P.) rules and regulations. The City of Jacksonville will provide parts and labor for repairs exceeding \$100.00 on all wastewater lift stations upon notification and approval.
- L. Notify City of Jacksonville of any abnormal event associated with daily plant operations or any equipment outages immediately upon discovery.
- M. Meet with Regulatory inspectors for routine inspections with minimum 24 hours' notice.
- N. Furnish and maintain a logbook on-site in weatherproof container, or at the appropriate regional wastewater treatment facility, for maintenance and repairs, meter readings, electric readings and any abnormal events that may have occurred, with date, time and operator's name for each visit.

Wastewater Lift Station Locations
(Stations are County- wide)

103rd Street Sports Complex	10244 103rd Street, Jacksonville, FL 32222
Alamacani # 1	8000 Baymeadows Road East, Jacksonville, FL 32256
Alamacani # 2	8000 Baymeadows Road East, Jacksonville, FL 32256
Alberts Field	12073 Brady Road, Jacksonville, FL 32223
Arlington Boat Ramp	5130 Arlington Road, Jacksonville, FL 32211
Arlington Lions Club Park	4322 Richard Denby Gatlin Rd. Jacksonville, FL 32277
Baker Skinner	7641 Powers Avenue, Jacksonville, FL 32217
Baldwin Rails to Trail	849 N. Center Street, Jacksonville, FL 32234
Beachs Boys & Girls Club	820 Seagate Avenue, Neptune Beach, FL 32266
Black Hammock	15770 Sawpit Road, Jacksonville, FL 32226
Blue Cypress	4012 University Blvd. North, Jacksonville, FL 32277
Brackenridge	8650 Newton Road, Jacksonville, FL 32216
Brookview	10441 McAleer Road, Jacksonville, FL 32246

Bruce Park	6549 Arlington Road, Jacksonville, FL 32211
Burnett #1	3740 Burnett Park Road, Jacksonville, FL 32257
Burnett #2	3740 Burnett Park Road, Jacksonville, FL 32257
Burnett #3	3740 Burnett Park Road, Jacksonville, FL 32257
Camp Milton Rails To Trails	1225 Halsema Road N, Jacksonville, FL 32220
Camp Tomahawk	8419 San Ardo Road, Jacksonville, FL 32217
Carvill	1320 Carvill Avenue, Jacksonville, FL 32208
Carvill New Building	1320 Carvill Avenue, Jacksonville, FL 32208
Castaway Island	2885 San Pablo Road South, Jacksonville, FL 32224
Cedar Hills	6709 Watoma Street, Jacksonville, FL 32210
Chuck Rodgers (Soccer field)	11950 San Jose Blvd, Jacksonville, FL 32223
Cisco Garden	4238 Jones Road, Jacksonville, FL 32219
Criswell	5372 Park Street, Jacksonville, FL 32210
Crystal Springs	9800 Crystal Springs Road, Jacksonville, FL 32221
Cuba Hunter	4380 Emerson St, Jacksonville, FL 32207
Dames Point	9101 Dames Point Road, Jacksonville, FL 32226
Drew Park	6621 Barnes Road S, Jacksonville, FL 32216
Earl Johnson	5308 St. Augustine Road, Jacksonville, FL 32207
Ed Austin Park	11751 McCormick Rd. Jacksonville, FL 32225
Equestrian Center	13611 Normandy Blvd, Jacksonville, FL 32221
Fire Station #20	1443 Huffingham Road, Jacksonville, FL 32216
Fire Station #21	6272 Powers Avenue, Jacksonville, FL 32217
Fire Station #24	9247 Lem Turner Road, Jacksonville, FL 32208
Fire Station #25	5423 Manor Drive, Jacksonville, FL 32210
Fire Station #27	6241 Ft. Caroline Road, Jacksonville FL 32277
Fire Station #32	8140 Lenox Ave., Jacksonville, FL 32221
Fire Station #33	10800 New Kings Road, Jacksonville, FL 32219
Fire Station #34	11248 Ross Boulevard, Jacksonville, FL 32218
Fire Station #35	12851 North Main Street Jacksonville, FL 32218
Fire Station #40	9350 Hecksher Drive, Jacksonville, FL 32226
Fire Station #50	3575 Tamaya Boulevard, Jacksonville, FL 32246
Fire Station #51	10014 Old St. Augustine Road, Jacksonville, FL 32257
Fire Station # 58	251 Joeandy Road, Jacksonville, FL 32225
Fire Station #59	14097 William Davis Parkway 32225
Fire Station/DMV Wilson, Blvd.	7439 Wilson Boulevard, Jacksonville, FL 32210
Gateway Childrens Center	641 West 4th Street Jacksonville, FL 32209
Glynelea #1	6801 Altama Road, Jacksonville, FL 32216
Glynelea #2	6801 Altama Road, Jacksonville, FL 32216
Goodbys Creek	9145 San Jose Boulevard, Jacksonville, FL 32257
Greenland	11808 Fayal Drive, Jacksonville, FL 32258
Harts Road Pool	15597 Harts Road, Jacksonville, FL 32218

Heckscher Drive Center	9364 Heckscher Drive, Jacksonville, FL 32226
Huguenot Concession #1	10980 Heckscher Drive, Jacksonville, FL 32226
Huguenot Concession #2	10980 Heckscher Drive, Jacksonville, FL 32226
Huguenot Dump Station	10980 Heckscher Drive, Jacksonville, FL 32226
Huguenot Main Station	10980 Heckscher Drive, Jacksonville, FL 32226
Huguenot Office	10980 Heckscher Drive, Jacksonville, FL 32226
Huguenot Public Showers	10980 Heckscher Drive, Jacksonville, FL 32226
Huguenot Trailer	10980 Heckscher Drive, Jacksonville, FL 32226
Imeson Trailhead Restroom	1800 Imeson Road, Jacksonville, FL 32220
JSO/Mosquito Control	855 St. Johns Bluff Road, Jacksonville, FL 32225
Joe Carlucci Boat Ramp	8414 Heritage River Road, Jacksonville, FL 32226
Kathryn Abbey Hanna Camp Ground	500 Wonderwood Drive, Jacksonville, FL 32233
Kathryn Abbey Hanna Dolphin Cove	500 Wonderwood Drive, Jacksonville, FL 32233
Kathryn Abbey Hanna Lake	500 Wonderwood Drive, Jacksonville, FL 32233
Kathryn Abbey Hanna Laundry	500 Wonderwood Drive, Jacksonville, FL 32233
Kathryn Abbey Hanna Lot 5 & 6	500 Wonderwood Drive, Jacksonville, FL 32233
Kathryn Abbey Hanna Lot 7	500 Wonderwood Drive, Jacksonville, FL 32233
Kathryn Abbey Hannah Office	500 Wonderwood Drive, Jacksonville, FL 32233
Kooker Park	1400 East 20th Street, Jacksonville, FL 32206
Lake Fretwell/Cecil Field	13531 Lake Newman Drive, Jacksonville, FL 32221
Lake Lucina	6527 Merrill Road, Jacksonville, FL 32277
Lannie Road	3461 Lannie Road, Jacksonville, FL 32218
Lem Merritt	845 Ellis Road, Jacksonville, FL 32205
Lighthouse Marina	5434 San Juan Avenue, Jacksonville, FL 32210
Lonnie Miller #1	7689 Price Lane, Jacksonville, FL 32208
Lonnie Miller #2	7689 Price Lane, Jacksonville, FL 32208
Mandarin	14780 Mandarin Road, Jacksonville, FL 32223
Mandarin Senior Center	3848 Hartley Road, Jacksonville, FL 32257
Maxville Park #1	18065 Pennsylvania Avenue, Jacksonville, FL 32234
Maxville Park #2	18065 Pennsylvania Avenue, Jacksonville, FL 32234
Mayport Boat Ramp # 1	4870 Ocean Street, Jacksonville, FL 32233
Mayport Boat Ramp # 2	4870 Ocean Street, Jacksonville, FL 32233
McGirts Creek	8435 118th Street, Jacksonville, FL 32244
Memorial Park	1620 Riverside Avenue, Jacksonville, FL 32204
Murray Hill	4208 Kingsbury Street, Jacksonville, FL 32205
Normandy Blvd. Sports Complex	10851 Normandy Boulevard, Jacksonville, FL 32221
Normandy Playground	1728 Lindsey Road, Jacksonville, FL 32221
Northbank	600 Water Street, Jacksonville, FL 32204
Oceanway Park	12215 Sago Avenue, Jacksonville, FL 32218
Oceanway Park (Pool)	12215 Sago Avenue, Jacksonville, FL 32218
Palmetto Leaves	5720 Greenland Road, Jacksonville, FL 32257

Pope Duval	13500 West Beaver Street, Jacksonville, FL 32215
Ray Green # 1	2149 Leonid Road, Jacksonville, FL 32218
Ray Green # 2	2149 Leonid Road, Jacksonville, FL 32218
Ringhaver # 1	5198 118th Street, Jacksonville, FL 32244
Ringhaver # 2	5198 118th Street, Jacksonville, FL 32244
ROW&GM/Equipment Control	2637 1st Street West, Jacksonville, FL 32254
Sisters Creek Blue Building	8203 Heckscher Drive, Jacksonville, FL 32226
Sisters Creek Marina	8203 Heckscher Drive, Jacksonville, FL 32226
Sisters Creek Playground Bath	8203 Heckscher Drive, Jacksonville, FL 32226
Sister's Creek Retention Pond	8203 Heckscher Drive, Jacksonville, FL 32226
Sister's Creek Security Trailer	8203 Heckscher Drive, Jacksonville, FL 32226
Southbank	1501 Riverplace Boulevard, Jacksonville, FL 32207
Sunny Acres	9424 Fort Caroline Road, Jacksonville, FL 32225
Sweetwater	7220 Esther Street, Jacksonville, FL 32210
Thomas Jefferson	320 Jackson Avenue, Jacksonville, FL 32220
Thomas Jefferson Pool	320 Jackson Avenue, Jacksonville, FL 32220
Tom Marshall	1471 Elmar Road, Jacksonville, FL 32218
Tom Marshall #2 Building	1472 Elmar Road, Jacksonville, FL 32218
Victory Park	3781 University Club Blvd., Jacksonville, FL 32277
Walter B Jones	11964 Mandarin Road, Jacksonville, FL 32223
Wayne B Stevens Boat Ramp	4555 Ortega Farms Boulevard, Jacksonville, FL 32210
Webb-Wesconnett Library	6887 103rd Street, Jacksonville, FL 32210
Wesconnet Clinic	5917 105th Street, Jacksonville, FL 32244
Westside Regional # 1, Tillie Fowler	7000 Roosevelt Boulevard, Jacksonville, FL 32244
Westside Regional # 2, Tillie Fowler	7000 Roosevelt Boulevard, Jacksonville, FL 32244
Wheat Road	7706 Wheat Road, Jacksonville, FL 32244
Wheat Road	7706 Wheat Road, Jacksonville, FL 32244
Wheat Road Elementary	7706 Wheat Road, Jacksonville, FL 32244
Whitehouse	11100 General Avenue, Jacksonville, FL 32220
Windy Hills Center	10445 Anders Boulevard, Jacksonville, FL 32246
Windy Hills Park	10445 Anders Boulevard, Jacksonville, FL 32246

III. GENERAL SPECIFICATIONS

1. At a minimum, Contractor's employees must wear an identification badge furnished by Contractor, identifying each operator as an employee of the Contractor.
2. Contractor will be responsible for any damages to property due to its negligence in performing contract duties.
3. The City of Jacksonville reserves the right to terminate this contract for non-compliance with a fifteen (15) day written notice. Failure to meet any of the contract specifications will be reason for contract termination.

IV. **NOTICES:**

Contractor will notify the following person(s) immediately of any abnormal event or need for major repairs on any water treatment system or wastewater lift station, and will furnish copies of all reports received from Health & Rehabilitative Services, as required under Scope of Work above, to:

Carleton Knotts (or designee), Facilities Manager

-or-

John Sornig (or designee), Plumbing Master

-or-

Contracts Administrator at Public Buildings Division

555 W. 44th Street, Jacksonville, FL 32208

PH: (904) 630-5401 / FAX: (904) 630-5415

All documentation required by this bid must be included in the contractor's bid package. Absence of any required documentation will be grounds for rejection of a bid package.

Inquiries and site visits should be coordinated with John Sornig by calling (904) 630-5401, 48-hours in advance and prior to the bid opening. Advise person answering the call that the nature of the call is time sensitive and pertains to this bid. No injuries or site visits will be acknowledged the day of the bid opening. Any information or interpretation provided cannot supersede these documents except by written addendum.

Award will be for an annual amount with equal monthly payments. Invoicing shall be submitted (or electronic) with a copy of the operators dated receipt of inspection including site, address and comments to Public Buildings and General Accounting.

SUBJECT: WATER TREATMENT SYSTEMS & WASTEWATER LIFT STATIONS

BID #: SC-0356-16

OPEN DATE: 2015-12-02

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SERVICE CONTRACT – ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 8 NUMBER RECEIVED: 3 OTHER: 0

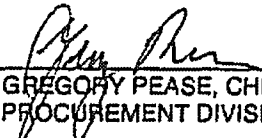
SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval of award to Environmental Remediation Services, Inc., as the lowest responsive, responsible bidder for the service and maintenance of water treatment systems and wastewater lift stations for the Public Buildings Division. Period of service is one year from date of award with four (4) one (1) year renewal options. Total not-to-exceed amount of \$121,392.00.

Funding for this award to be encumbered by account PWPB5A1MAPR-03410 to be executed by Purchase Order(s).

Attachments: Recommendation Memo, Bid Tabulation Sheet, Terms and Conditions

Analyst: 
CHELSEY RENFROE

RESPECTFULLY SUBMITTED: 
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Luis Flores, Chief of Public Buildings

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE**

MEMBERS APPROVING 3 **MEMBERS DISAPPROVING** _____ **DATE:** 12/17/15

James R. McCaig _____

OTHER: _____

ACTION OF AWARDING AUTHORITY **DATE** 12/17/15

APPROVED **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION 

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SUBJECT: WATER TREATMENT SYSTEMS & WASTEWATER LIFT STATIONS

BID #: SC-0356-16

OPEN DATE: 2015-12-02

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SERVICE CONTRACT - ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 8 NUMBER RECEIVED: 3 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to increase award to Environmental Remediation Services, Inc., to provide monthly operational services to two (2) additional lift stations and quarterly treatment system maintenance to two (2) additional locations for the Public Buildings Division. Period of service is from January, 2016 through December 17, 2016. Total amount of increase not to exceed \$3,984.00 for a revised total expenditure not-to-exceed \$125,376.00.

Funding for this award to be encumbered by account PWPB5A1MAPR-03410 to be executed by Purchase Order(s).

Attachments: Recommendation Memo, Vendor Quotes, Previous Award

Analyst: *SR*
CHELSEY RENFROE

RESPECTFULLY SUBMITTED: *Gregory Pease*
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Luis Flores, Chief of Public Buildings

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 1-21-16

James R. Eichen _____ OTHER: _____
William P. [unclear] _____
James R. [unclear] _____

ACTION OF AWARDDING AUTHORITY _____ DATE 1/21/16

APPROVED *mk* _____ DISAPPROVED _____

OTHER _____
Sam E. Mousa
Chief Administrative Officer

SIGNATURE OF AUTHENTICATION *Sam E. Mousa*
Ed. Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SUBJECT: WATER TREATMENT SYSTEMS & WASTEWATER LIFT STATIONS

BID #: SC-0356-16

OPEN DATE: 2015-12-02

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SERVICE CONTRACT – ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 8 NUMBER RECEIVED: 3 OTHER: 0

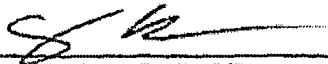
SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

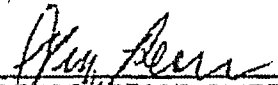
Subject bid was awarded to Environmental Remediation Services, Inc., on 12/17/15 in the amount of \$121,392.00. Change Order #1 to increase the award was approved on 1/21/16 in the amount of \$3,984.00, for a total award amount of \$125,376.00.

Recommend approval to amend and increase the award to Environmental Remediation Services, Inc., to add unit pricing for potential repair services in accordance with the bid specifications. Total amount of increase not to exceed \$50,000.00, for a revised total expenditure not-to-exceed \$175,376.00.

Funding for this award to be determined at time of requested requisition.

Attachments: Recommendation Memo, Vendor Pricing List, Specifications, Previous Awards

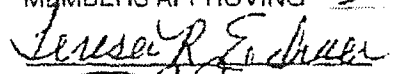
Analyst 
CHELSEY RENFROE

RESPECTFULLY SUBMITTED: 
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

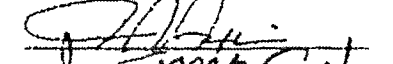
CONCURRENCE BY: Luis Flores, Chief of Public Buildings

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE 3/17/16

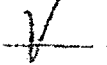


OTHER: _____



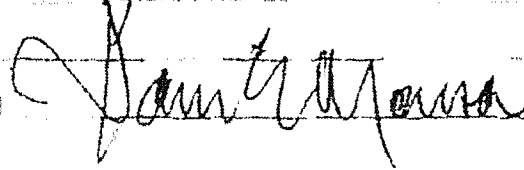
ACTION OF AWARDING AUTHORITY

DATE 3/17/16

APPROVED 

DISAPPROVED _____

SIGNATURE OF AUTHENTICATION



Sam E. Mousa
Chief Administrative Officer
For: Maria-Louisa Gung
Under Authority of
Executive Order No. 70 5-05

SUBJECT: WATER TREATMENT SYSTEMS & WASTEWATER LIFT STATIONS

BID #: SC-0356-16

OPEN DATE: 2015-12-02

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SERVICE CONTRACT – ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 8 NUMBER RECEIVED: 3 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Subject bid was awarded to Environmental Remediation Services, Inc., on 12/17/15 in the amount of \$121,392.00, Change order #1 to increase the award was approved on 1/21/16 in the amount of \$3,984.00 and amendment #1 was approved on 3/17/16 in the amount of \$50,000.00 for a total award amount of \$175,376.00.

Recommend approval of change order #2 to increase the award to Environmental Remediation Services, Inc., to add additional funding for potential repair services needed before December 17, 2016. Total amount of increase not to exceed \$80,000.00, for a revised total expenditure not-to-exceed \$255,376.00.

Funding for this award to be determined at time of requested requisition.

Attachments: Recommendation Memo, Previous Awards

W Analyst: *SR*
SR CHELSEY RENFROE

RESPECTFULLY SUBMITTED: *Greg Pease*
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Luis Flores, Chief of Public Buildings

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE**

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 5-19-16

Jesse R. Eichen _____ OTHER: _____
[Signature] _____
[Signature] _____

ACTION OF AWARDING AUTHORITY DATE 5/19/16

MR APPROVED *[check]* DISAPPROVED _____

OTHER _____
SIGNATURE OF AUTHENTICATION *Sam E. Mousa* Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SUBJECT: WATER TREATMENT SYSTEMS & WASTEWATER LIFT STATIONS

BID #: SC-0356-16

OPEN DATE: 2015-12-02

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT- ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (8) NUMBER RECEIVED: (3) OTHER (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Subject bid was awarded to Environmental Remediation Services, Inc., on 12/17/15 in the amount of \$121,392.00; Change Order #1 was approved on 01/21/16 in the amount of \$3,984.00; Amendment #1 was approved on 03/17/16 in the amount of \$50,000.00; Change Order #2 was approved on 05/19/16 in the amount of \$80,000.00.

Recommend approval to amend and increase award with Environmental Remediation Services, Inc., in the amount of \$498.00 to provide monthly operation services for the Lift Station located at Argyle Forest Park (\$66.00/month), 8533 Acanthus Dr., and quarterly treatment system maintenance for Thomas Creek Park (\$300.00/quarterly) for the three (3) month period starting in Oct. 2016 through renewal date ending Dec. 17, 2016. Total revised annual amount not-to-exceed \$255,874.00.

Recommend approval of award to utilize the First Renewal Option with Environmental Remediation Services, Inc., in the annual expenditure amount of \$156,168.00 which consist of 12 months @ \$8,514.00 for Lift Station Maint., 4 quarters @ \$6,000.00 for quarterly water treatment, and an allowance of \$30,000.00 for trouble calls (@ unit prices established in bid). Period of Service will be from December 18, 2016 through December 17, 2017, with three (3) one (1) year renewal options remaining. Total award amount not-to-exceed \$412,042.00.

This award to be funded by account: PWPB5A1MAPR-03410- \$498.00; PWPB5A1MAPR-03410- \$156,168.00 to be executed Purchase Orders.

Attachments: Recommendation Memo, Vendor Quote, Previous Award(s)

ANALYST: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Gregory Pease
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: LUIS F. FLORES, CHIEF, PUBLIC BUILDINGS DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 11-10-16

Teresa R. Eichen _____ OTHER: _____
Alan _____
Joe Boes _____

ACTION OF AWARDDING AUTHORITY _____ DATE: 11/11/16

APPROVED ✓ DISAPPROVED _____

OTHER _____
SIGNATURE OF AUTHENTICATION James G. Morrison

Chief, Procurement Division
Procurement Officer
Date
Signature
Responsible Group/ID: 2010-05

SUBJECT: WATER TREATMENT SYSTEMS & WASTEWATER LIFT STATIONS

BID #: SC-0356-16

OPEN DATE: 2015-12-02

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT- ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (8) NUMBER RECEIVED: (3) OTHER (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Subject bid was awarded to Environmental Remediation Services, Inc., on 12/17/15 in the amount of \$121,392.00; Change Order #1 was approved on 01/21/16 in the amount of \$3,984.00; Amendment #1 was approved on 03/17/16 in the amount of \$50,000.00; Change Order #2 was approved on 05/19/16 in the amount of \$80,000.00; Amendment #2 increased on 11/11/16 in the amount of \$498.00; 1st Renewal option was approved on 11/11/16 in the amount of \$156,168.00.

Recommend approval to increase award with Environmental Remediation Services, Inc. This will increase the repair allowance for repairs not covered by monthly maintenance by \$105,500.00 to a revised estimated annual amount of \$361,374.00, total revised award amount not-to-exceed \$517,542.00.

The funding source will be determined by building and fiscal year and executed by Purchase Order.

Attachments: Recommendation Memo, Previous Award(s)

ANALYST: Marilyn Laidler **RESPECTFULLY SUBMITTED** Gregory Pease
MARILYN LAIDLER GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: ROY BIRBAL, CHIEF, PUBLIC BUILDINGS DIVISION

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE**

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 7/14/17

Leresa R. Eicher _____ OTHER: _____
[Signature] _____
[Signature] _____

ACTION OF AWARDDING AUTHORITY DATE 7/19/17

APPROVED [Signature] DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION [Signature]

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

SUBJECT: WATER TREATMENT SYSTEMS & WASTEWATER LIFT STATIONS

BID #: SC-0356-16

OPEN DATE: 2015-12-02

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT- ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (8) NUMBER RECEIVED: (3) OTHER (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Subject bid was awarded to Environmental Remediation Services, Inc., on 12/17/15 in the amount of \$121,392.00; Change Order #1 was approved on 01/21/16 in the amount of \$3,984.00; Amendment #1 was approved on 03/17/16 in the amount of \$50,000.00; Change Order #2 was approved on 05/19/16 in the amount of \$80,000.00; Amendment #2 increased on 11/11/16 in the amount of \$498.00; 1st Renewal option was approved on 11/11/16 in the amount of \$156,168.00; Increased on 07/15/17 in the amount \$105,500.00.

Recommend approval to amend and increase award with Environmental Remediation Services, Inc. (ERS, Corp), to increase the monthly maintenance by \$330.00/month, for July 2017 through December 2017 in the amount of \$1,980.00. Also adding the following five (5) lift stations at a monthly rate of \$66.00 each; Animal Care & Control- Grinder Pump #1, Animal Care & Control- Grinder Pump #2, Animal Care & Control- Grinder Pump #3, Animal Care & Control- Grinder Pump #4, and Animal Care & Control- Grinder Pump #5. Total revised estimated annual will be \$363,354.00, for a total award amount not-to-exceed \$519,522.00.

The award to be funded by account: PWPB5A1MAPR-03410 to be executed by Purchase Order.

Attachments: Recommendation Memo, Vendor Quote, Previous Award(s)

ANALYST: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED

Gregory Pease
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE**

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 8/03/17

Jessie Eiche
[Signature]
[Signature]

OTHER: _____

ACTION OF AWARDDING AUTHORITY _____ DATE 8/03/17

APPROVED [Signature] DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Sam E. Mousa

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SUBMIT AN ORIGINAL AND ONE (1) COPY

BID SPECIFICATIONS



**FOR
SEPTIC AND SEWER SYSTEM PUMP OUT SERVICES**

PUBLIC BUILDINGS DIVISION

BID NO: SC-0459-14

OPEN DATE: 3/26/14

TIME: 2:00 P.M.

**PLACE: 1ST FLOOR, ED BALL BUILDING. 214 N. HOGAN ST, STE #110
JACKSONVILLE, FL**

**MANDATORY PRE-BID CONFERENCE:
MONDAY, MARCH 17, 2014 @ 10 A.M.
ED BALL BUILDING, 214 N. HOGAN ST.
8TH FLOOR, RM. 853
JACKSONVILLE, FL 32202**

**CITY OF JACKSONVILLE
PROCUREMENT DIVISION**

**ALVIN BROWN
MAYOR**

**GREGORY PEASE
CHIEF PROCUREMENT
DIVISION**

EXHIBIT D

GENERAL CONDITIONS

BID #: SC-0459-14

1. RESERVATIONS: The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville.

The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds if required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID THEY SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. **IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCURMENT DIVISION.**

3. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name of brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment: may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked "**Sample for the Procurement Division**" and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The

surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, bi-City agencies, in-City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

15. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's 1 - 14.

16. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

17. NONDISCRIMINATION PROVISIONS: In compliance with Section 4 of Ordinance 69-630-653, the bidder will, upon affixing his signature to the proposal form, and/or the acceptance of a purchase order, sight draft, field order, certifies that his firm meets and agrees to the following provisions, which will become a part of this contract.

a. The contractor represents that he has adopted and will maintain a policy of nondiscrimination as defined by ordinance of the City of Jacksonville throughout the term of this contract.

b. The contractor agrees that on written request, he will permit the reasonable access to his employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of the City of Jacksonville for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this contract, provided however, that the contractor will not be required to produce for inspection any records covering periods of time more than one year prior to the date of this contract.

c. The contractor agrees that if any of the obligations of this contract are to be performed by a subcontractor, then the provisions of a and b of this section will be incorporated into and become a part of the subcontract.

18. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
- b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

19. LICENSES REQUIREMENT: Bidders/vendors responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

20. ELECTRONIC PAYMENTS: Bidders/vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

SUPPLEMENTAL CONDITIONS

Bid #SC-0459-14

1. SUBMISSION OF BIDS:

All bids must be submitted no later than the designated bid opening date and time as specified in the bid documents.

Submit bids to:

City of Jacksonville
Procurement Division
214 N. Hogan Street, Rm 105
Jacksonville, Florida 32202.

Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk.

LATE BIDS ARE NOT CONSIDERED.

Bid only on the bidding form(s) supplied herewith, using ink or typewriter. Any changes or alterations must be initialed by the person signing the bid.

Bidders' signature on the Bid Form (Form GB-102) signifies that the bidder has familiarized himself with all the Terms and Conditions of this bid, and agrees to them all, and that his bid is made and submitted for the items as specified and detailed herein unless exceptions are clearly noted and that the prices quoted herein are firm for the duration of this bid. Failure to submit a signed Bid Form with bid submission will be grounds for bid rejection. Violations of any of the Terms and Conditions of this bid and delivery time stated can result in the Bidder's suspension from all bid lists of the City of Jacksonville and its agencies and penalties provided for by the Purchasing code of the City of Jacksonville.

Please use the green label enclosed when submitting your bid, be sure to write the bid number and the open date on the label. If you downloaded the bid package you will not have a green label. Please write your bid number and open date on the outside of the sealed envelope. Failure to do so may result in your bid being returned unopened.

2. BID/SURETY REQUIREMENTS:

All Bids that may require a bid security or surety in the form of a certified check, cashiers check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Certified and cashiers checks will be deposited by the City and reimbursement checks will be issued once an award is made. Failure to submit the above information timely will be grounds for rejection of bid.

3. BID OPENING AND TABULATION:

Due to the large number of bids to be opened, and the numerous items contained in some bids, such bids will not be tabulated at the bid opening. Bids may be reviewed by arrangement with the respective buyer. Bidders desiring a copy of the tabulation sheet and the award recommendation must include a self addressed, stamped envelope with their bid. If a copy of the tabulation sheet is desired prior to award, then two (2) self addressed, stamped envelopes must be included.

BID RESULTS AND AWARD RECOMMENDATIONS WILL NOT BE GIVEN BY TELEPHONE

4. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

- A. **Generally** - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.
- B. **Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE)** - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provided to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
- C. **Third-Party Liability** - The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

SUPPLEMENTAL CONDITIONS (cont'd)

5. PUBLIC ENTITY CRIME INFORMATION:

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

6. AUDIT PROVISION

A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

7. W-9 REQUIREMENT

All bidders are encouraged to submit with their bid submission a revised W-9 if any company information has changed within the last six (6) months. It is the vendor's responsibility to ensure that the City has a current W-9 on file and as listed in the JaxPRO system.

8. SOLICITATION SILENCE POLICY

The City of Jacksonville's Procurement Division has implemented a Solicitation Silence Policy that prohibits certain oral communication regarding a solicitation during the period the policy is in effect. Written communications to the Chief of the Procurement Division or his/her staff are allowed at all times.

Prohibitions

Any oral communication regarding a particular solicitation is prohibited between a potential vendor, service provider, bidder, lobbyist or consultant and city employees, staff, or hired consultant.

Exceptions to the Solicitation Silence Policy

Unless specifically provided in the applicable solicitation document the Solicitation Silence Policy does not apply to the following:

- communications regarding a particular solicitation between the Chief of the Procurement Division or his/her staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document
- communications between a potential vendor, service provider, bidder, consultant or lobbyist and city employees responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures
- communications with the Office of General Counsel and his/her staff
- communications with the Office of Inspector General and his/her staff
- emergency procurements of goods and services pursuant to Chapter 126.102(e)
- oral communications at pre-bid conferences
- oral presentations before publicly noticed committee meetings
- contract negotiations during any duly noticed public meeting
- duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation
- communications in writing at any time to the Chief of Procurement Division or his/her staff unless specifically prohibited by the applicable solicitations document

Commencement and Termination of the Solicitation Silence Period

The period of Solicitation Silence commences after the advertisement of the solicitation document. The period of Solicitation Silence terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the Solicitation Silence period shall be reinstated until such time as the Chief issues a subsequent recommendation.

Written Communication during the Solicitation Silence Period

When the Solicitation Silence period is in effect, any communication shall be in writing, unless one of the exceptions applies. Written communication may be in the form of letter, email or facsimile.

If Not an Exception

If an oral inquiry call for an answer or response that is not within the scope of the exception, kindly request that the question be presented in writing to the Chief of the Procurement Division or his/her staff and that a response will, in turn, be given

CONFLICT OF INTEREST CERTIFICATE
SECTION 00320

BID NO.: SC-0459-14

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City of independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named City officials(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

INSURANCE AND INDEMNIFICATION

1.00 INDEMNIFICATION:

- 1.01 The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.
- 1.02 This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

2.00 INSURANCE:

2.01 GENERAL:

The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.

- 2.02 Without limiting its liability under the Contract Agreement, the Contractor and it's sub-contractors shall procure and maintain at its expense during the life of this contract, insurance of the types and in the minimum amounts stated below:

SCHEDULE

Workers Compensation
& Employer's Liability (including appropriate Federal Acts)

Commercial General Liability
- Occurrence Basis Only
Including Premises - Operations
Products Completed Operations
Blanket Contractual Liability
Blanket, X, C, U Hazards
Independent Contractors
Watercraft, if applicable

LIMITS

Florida Statutory Coverage
\$100,000 Each Accident
\$500,000 Disease/Policy Limit
\$100,000 Each

\$1,000,000 Per Occurrence
\$2,000,000 Aggregate

Automobile Liability

\$1,000,000 Combined Single Limit

All autos – owned, hired & non-owned
(Automobile liability is required when services provide involve automobile use, including the delivery of goods.)

Professional Services Contracts require Professional Liability coverage at a minimum limit of \$1,000,000. (Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this contract agreement and continuation of the insurance for claim reporting purposes for a minimum of two years beyond the expiration date of this contract agreement.

- 2.03 Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A X or better.
- 2.04 Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City.
- 2.05 The City of Jacksonville and or it's using agencies as identified in the contract documents shall be named as an additional insured under the Commercial General Liability Insurance.
- 2.06 Prior to commencing any work on the project, Certificates of Insurance approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the City.
- 2.07 Anything to the contrary notwithstanding, the liabilities of the Consultant under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the consultant shall relieve the consultant or its sub-consultants from responsibility to provide insurance as required by the contract.
- 2.08 In the event any part of the work to be performed hereunder shall require the CONTRACTOR or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the CONTRACTOR shall, before commencing any such work, at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.
- 2.09 The original of such policy shall be delivered to the railroad involved, with copies to the CITY, the ENGINEER and the PROGRAM MANAGEMENT FIRM(S), and the CONTRACTOR shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the CITY and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.

- 2.10 Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the CITY may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities which may or may not require that the CITY and other authorized representatives also be named as an additional insured.

TERMS AND CONDITIONS

SEPTIC AND SEWER SYSTEM PUMP OUT SERVICES

1. **SCOPE**

The **Public Buildings Division** of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) / service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s) / service(s) and to obtain pricing commitments for **Septic and Sewer System Pump Out Services** as listed in the bid documents.

2. **AWARD**

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder. Bidders must bid on all items to be considered for award. **ALL** awards are subject to the availability of funds.

3. **TERM OF AGREEMENT**

The term of this agreement is for one (1) year from date of contract award with three (3) one (1) year renewal options. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and condition set forth in the bid documents.

4. **PRE-BID CONFERENCE**

A **MANDATORY** pre-bid meeting will be held on Monday, March 17, 2014 at 10 a.m. in the Ed Ball Building, 214 N. Hogan St., 8th Floor, Room 853, Jacksonville, FL 32202.

5. **COMPLIANCE WITH SPECIFICATIONS**

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

6. **STATE CONTRACTS**

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. **QUANTITIES**

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period.

8. **PRICES**

All unit prices shall include freight, delivery, set-up, tear-down, and all labor charges to the delivery location when needed.

9. **ESCALATION / DE-ESCALATION**

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. **The City reserves the right to decline any price increase request.**

10. **DELIVERY**

A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, and unit of measure.

11. **PICK UP AND RETURNS**

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. **SUPPLIER ACCESSIBILITY**

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the city or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

13. **REPORTING**

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

14. **INVOICING**

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include;

purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

15. INSURANCE / INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. The award vendor is required to submit the certification of insurance within ten (10) days from receipt of award notification, include bid number on certificate.

**SPECIFICATIONS
FOR
SEPTIC AND SEWER SYSTEM PUMP OUT SERVICES**

DESCRIPTION OF WORK:

The City of Jacksonville is accepting bids from qualified experienced Contractors for septic tank, lift station, and grease trap services at any City-owned or leased facility requiring these services.

Mandatory Pre-Bid: Monday, March 17, 2014 @ 10 a.m., 214 N. Hogan St., 8th Floor, Room 853, Jacksonville, FL 32202

LOCATION:

All City-owned or leased facilities at the request of the City.

Contractor is responsible for familiarizing themselves with existing field conditions prior to submitting their bid. Contractor shall coordinate the location with staff prior to commencing work. All labor and materials necessary to complete the work shall be included in the quotation.

All questions regarding the services bid shall be made in writing via e-mail to Annette Burney, Analyst, aburney@coj.net. No interpretation of the meaning of any part of this formal bid, nor corrections of any apparent ambiguity, inconsistency or error herein, will be made to any bidder orally. All requests for written interpretation or correction must be in writing. Additional information or clarifications should be submitted in writing via e-mail to Annette Burney, Analyst, aburney@coj.net. All such interpretations and supplemental instructions will be in the form of written addenda to the formal bid documents, which if issued, will be e-mailed to all known prospective Contractor.

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The work shall consist of septic tank, lift station pump outs, OSTDS annual operating permits, and grease trap maintenance services on a routine, as needed, and when requested basis, emergency response, and at the sole discretion of Public Buildings.
- B. If awarded, the term of the Contract shall be for 12 months from the date on the Contract with three (3) one (1) year renewal options at the sole discretion of the City. The City shall not incur any liability should it choose not to exercise its exclusive option to renew the Contract.

1.2 SCHEDULING OF OPERATIONS

- A. Contractor must note that the buildings will be occupied in most situations. Prior to the beginning of work the authorized representative of the facility and the Contractor shall prepare a work schedule to be followed as closely as possible.

- B. Contractor must be available 24 hours per day, 7 days per week, 365 days per year as determined by the nature of a given situation and/or emergency.

1.3 REQUIREMENTS OF REGULATORY AGENCIES

Perform all work in accordance with applicable codes, FDEP, DOH, Jacksonville Environmental Protection Board's Rule 3 requirements, and JEA's Fats, Oils, and Grease Program. The work shall be completed by certified and experienced persons skilled in the trade and in accordance with the best practices of the trade. Give all necessary notices, obtain all State and Municipal permits, pay all fees necessary in connection with the installation, including sales and use taxes as applicable, and make all tests as are called for by the regulations of such authorities.

1.4 GUARANTEE

The Contractor shall guarantee that the materials and workmanship of the work by him under this specification are first-class in every respect, and that he will make good any defects not due to ordinary wear and tear or improper use or care, which may develop.

1.5 CITY'S RIGHT TO TERMINATE FOR CONVENIENCE

City reserves the right to terminate the Contract for any reason by giving 30 days' written notice to Contractor. If the Contract is terminated for convenience, City will be relieved of all further obligations other than payment for that amount of approved services actually performed to the date of termination. Access to any and all work papers will be provided to City after the termination of the Contract.

PART 2 - OUTLINE OF SERVICES

2.1 SEPTIC TANKS AND LIFT STATIONS

- A. Sewage Pump Out, Removal, and Disposal – Services will be requested on an as needed basis and shall be considered an emergency request
- B. Onsite Sewage Treatment and Disposal Systems – Services will include annual operating permits, repair permits, and inspections submitted to the Department of Health.
- C. Lift Station Maintenance – As needed maintenance, but no less than once every two (2) years per the Jacksonville Environmental Protection Board's Rule 3 requirements including:
 - 1. Pump out wet wells and pressure wash to prevent solids and grease build-up, to reduce odors, and to reduce potential damage to the pumps.
 - 2. Pull the pumps and inspect the impeller and suction ports of each pump.

2.2 GREASE TRAPS

- A. Grease Pump Out, Removal, and Disposal – Services will be provided every 30 days or quarterly in accordance with the JEA Fats, Oils and Grease Program. The Contractor shall provide a schedule to the City with the quarterly pump outs.

2.3 REGULAR REQUESTS

The Contractor shall respond to the facility for routine service requests within two (2) business days of being called by the City or as scheduled.

2.4 EMERGENCY REQUESTS

A. The Contractor shall respond to the facility for emergency service requests within (2) hours of being called by the City. Emergency services shall include corrective repair of any problem required to restore the facility and/or ground to an operational, secure and/or safe condition.

1. After hours requests are defined as emergency requests made between 7:00 pm and 6:59 am the following morning.

2.5 ADDITIONAL WORK/INDIVIDUAL PROJECT REQUESTS

Additional work or individual projects will require a separate release. The City has the right to bid any work over \$2,500 and is not obligated to use the Contract.

2.6 INSTALLATION, MAINTENANCE, AND REPAIR SERVICES SHALL INCLUDE, BUT IS NOT LIMITED TO:

- Obtaining access to each tank
- Replacing/closing lids and any other ground cover disturbed from these services
- Cleaning/jetting/pressure washing the tank and surrounding areas upon completion
- Using bacteria-killing lime on any spillage around the service area and immediately removing the spillage
- Using deodorants around the service area when customers complain of odors due to a spillage
- Sewage overflow response including containment, control, recovery and cleanup
- Disposal of materials must be at a facility that is permitted for this type of disposal through the FDEP

2.7 PRICE

- A. This shall be a labor and materials Contract guided by the rates and pricing structure identified in the Bid Proposal Form. The City reserves the right to request firm price quotations on work/individual projects from the successful Contractor or any other Contractor.
- B. Rates shall be in effect as of the Contract start date, and remain constant for an initial Contract term and expire 12 months after the Contract date unless terminated, canceled, or extended.
- C. The City reserves the right to add or delete locations and services as deemed necessary to accomplish the services herein
- D. The quantities used on the Bid Proposal Form are annual estimates.

- E. Service calls & repairs shall be invoiced at the completion of each project, according to the rates submitted on Bid Proposal Form. All invoices shall include, at a minimum, the following information:
 - 1. Current open/standard purchase order number;
 - 2. Facility name and address of where work was completed;
 - 3. City Facility Manager contact information (name);
 - 4. Rates and charges;
 - 5. Description of work performed

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Contractor shall ensure that they have the necessary resources for the successful completion of the work.
- B. Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardizes the Contractor's ability to provide the work agreed to.
- C. The City may have its own work forces and other Contractors on the site while the work of this Contract is under way. The City shall coordinate the work of all Contractors on the site and require their coordination with each other.
- D. If the Contractor is unable to provide the services within the time frame required, or is unavailable, the City reserves the right to contact another Contractor to perform the Service(s).

3.2 WORKSITE PROCEDURES

- A. The Contractor will be required to report to City staff upon arrival before starting any Work, and prior to departure from the facility. An identity badge, parking pass and or keys may be required from staff.
- B. The Contractor is responsible for installing temporary restrictions, barricades and signs during service/repair operations.
- C. Contractor must inform Public Buildings immediately if any safety hazard is discovered.

3.3 PROTECTION

The Contractor shall use due care so that no persons are injured, or no property is damaged in providing the work. The Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the work or caused in any other manner whatsoever by the Contractor or its employees. The Contractor shall rectify any loss or damage for which, in the opinion of the City, the Contractor is responsible immediately at no charge to the City and to the satisfaction of the City.

3.4 CLEANING

At the conclusion of work, the Contractor shall clean up all debris, promptly remove any equipment or materials, and leave the site of the work in a clean and tidy condition.

END OF SECTION

BID PROPOSAL

The following page of this formal bid shall be utilized for submission of a Bid Proposal for this project.

CITY OF JACKSONVILLE
DIVISION OF PROCUREMENT
ED BALL BUILDING – 8TH, FLOOR
214 N. HOGAN STREET
JACKSONVILLE, FL 32202

ADDENDUM NUMBER: ONE (1)

BID NUMBER: SC-0459-14

PROJECT NAME: SEPTIC AND SEWER SYSTEM PUMP OUT SERVICES

OPENING TIME AND DATE: 2:00 P.M., WEDNESDAY, MARCH 26, 2014

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT

THE PURPOSE OF THIS ADDENDUM IS FOR THE FOLLOWING:

1. Bid Extension – The bid opening date has been extended to **Wednesday, April 9, 2014.**

2. A second **MANDATORY** pre-bid meeting will be held **Thursday, April 3, 2014 at 3:00 p.m.**

***Please note:** If you attended the first mandatory pre-bid meeting, you are not required to attend the second one.

3. Clarification to the Specifications:

Part 2 – Outline of Services, Section 2.1, (A) has been changed from:

Sewage Pump Out, Removal, and Disposal – Services will be requested on an as needed basis and shall be considered an emergency request.

to:

Waste Pump Out, Removal, and Disposal – Services will be requested on an as needed basis and shall be considered an emergency request.

4. Bid Proposal Form – The Bid Proposal Form has been revised to include a new item # 3, Septic Tank Lid Replacement. The revised Bid Proposal Form must be used for the submission of pricing. **Failure to use the revised document will result in bid rejection.**

DATE: March 26, 2014

BUYER: ANNETTE LESLIE-BURNEY *aw*

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's Signature

Title

Company

Date

PUBLIC BUILDINGS DIVISION

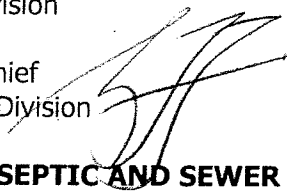


April 30, 2014

05/01/14 14:35:19
Procurement Division

MEMORANDUM

TO: Gregory W. Pease, Chief
Procurement Division

FROM: Luis F. Flores, Chief
Public Buildings Division 

**RE: SC-0459-14 – SEPTIC AND SEWER SYSTEMS PUMP OUT SERVICES
AWARD RECOMMENDATION**

In response to the solicitation for bids to provide services for the Annual Septic and Sewer Systems Pump-out "as needed" services for various locations, the Procurement Division received a response from one (1) bidder on April 9, 2014 and forwarded the results to the Public Buildings Division to review for a recommendation of award.

After reviewing the one (1) submitted bid as documented on the attached tabulation, the Public Buildings Division recommends approval of award to the bidder, A-1 Waste Management, Inc., for the extended estimated annual total of **\$135,540.00** for the period from date of award to expire one year later with three (3) one (1) year renewal options.

Your assistance in concurring with this recommendation for the respective award would be appreciated. If you have questions or need additional information regarding this request, please contact Caryn Bellavia at 633-4070 or Ann Brackin at 255-8797.

Attachment: Bid Tabulation

cc: Luis F. Flores, Chief, Public Buildings Division
Caryn Bellavia, Contract Administration Coordinator
Ann Brackin, Engineering Contracts Specialist
Annette Leslie-Burney, Procurement Analyst

BID TABULATION SHEET

Title: Septic and Sewer Systems Pump Out Services
 Bid No.: SC-0459-14
 Open Date: April 9, 2014 @ 2:00 p.m.
 Analyst: Annette Burney
 No. Invited: (11) No. Received (1) No Bids: (0)
 Recorded By: Gail Sampson Announcer: Marsha Williams

ITEM NO.		DESCRIPTION	EST. QTY /UNIT (EA)	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1		SEPTIC TANK PUMP OUT - UP TO 1200 GALLONS	40	\$ 220.00	\$ 8,800.00	\$	\$	\$	\$
2		SEPTIC TANK SYSTEM EVALUATION AND REPAIR PERMIT	10	\$ 1,295.00	\$ 12,950.00	\$	\$	\$	\$
3		SEPTIC TANK LID REPLACEMENT	20	\$ 1,250.00	\$ 25,000.00	\$	\$	\$	\$
4		OSTDS ANNUAL OPERATING PERMIT	40	\$ 375.00	\$ 15,000.00	\$	\$	\$	\$
5		LIFT STATION PUMP OUT - UP TO 1000 GALLONS	18	\$ 275.00	\$ 4,950.00	\$	\$	\$	\$
6		LIFT STATION PUMP OUT - UP TO 4000 GALLONS	36	\$ 695.00	\$ 25,020.00	\$	\$	\$	\$
7		LIFT STATION MAINTENANCE	50	\$ 500.00	\$ 25,000.00	\$	\$	\$	\$
8		GREASE TRAP PUMP OUT - UNDER SINK TRAP	36	\$ 90.00	\$ 3,240.00	\$	\$	\$	\$
9		GREASE TRAP PUMP OUT - 750 GALLONS	28	\$ 200.00	\$ 5,600.00	\$	\$	\$	\$
10		GREASE TRAP PUMP OUT - 1000 GALLONS	12	\$ 225.00	\$ 2,700.00	\$	\$	\$	\$
11		GREASE TRAP PUMP OUT - 1500 GALLONS	4	\$ 320.00	\$ 1,280.00	\$	\$	\$	\$
12		GREASE TRAP PUMP OUT - 2000 GALLONS	4	\$ 375.00	\$ 1,500.00	\$	\$	\$	\$
13		ADDITIONAL FEE FOR AFTER HOURS RESPONSE	20	\$ 225.00	\$ 4,500.00	\$	\$	\$	\$
GRAND TOTAL:				\$	135,540.00	\$	\$	\$	\$
TERMS:				0					
DELIVERY:				1 Business Day					
CONFLICT OF INTEREST:				Y					
ADDENDUM (1):				Y					

A-1 WASTE MANAGEMENT

SUBJECT: SEPTIC & SEWER SYSTEMS PUMP OUT SERVICES

BID# SC-0459-14

OPEN DATE: 4/9/2014

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SERVICE CONTRACT - ONE (1) YEAR FROM DATE OF AWARD WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUB BLDGS

BASIS OF AWARD: ALL OR NONE

NUMBER OF BIDS INVITED 8 NUMBER RECEIVED 1 OTHER 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval of award to A-1 Waste Management, Inc. to provide annual septic and sewer system pump-out services on an "as needed" basis for various City locations. Period of service is for one (1) year from date of award, with three (3) one (1) year renewal options. Total estimated annual expenditure in the amount of \$135,540.00.

Funding for this award to be encumbered by the following account and to be executed by purchase order: PWPB011SU-04938

Attachments: Recommendation Memo, Tabulation, Terms and Conditions and Specifications

MP for
BUYER: Annette Burney
ANNETTE BURNEY

RESPECTFULLY SUBMITTED: Gregory Pease
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Luis F. Flores, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 05/08/14

[Handwritten Signatures]

OTHER: _____

ACTION OF AWARDING AUTHORITY

DATE: 5/12/14

APPROVED ✓

DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Karen Bowling

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04