



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL WORKSHOP AGENDA

Tuesday, March 04, 2025, at 6:30 PM

Town Hall - 307 E Kennedy Blvd

Please note that the HTML versions of the agenda and agenda packet may not reflect changes or amendments made to the agenda.

- I. CALL TO ORDER
- II. CITIZEN PARTICIPATION (Three minutes strictly enforced)
- III. COUNCIL DISCUSSION
 - 1. Discussion of Award To Waste Pro For Solid Waste Collection For The Town Of Eatonville (**Administration**)
 - 2. Discussion of Award to Proposal to Provide a Stormwater Utility Revenue Sufficiency Study for the Town of Eatonville (**Administration**)
 - 3. Discussion of Consultant Agreement To Prepare Facilities Plan and Survey (**Public Works**)
- IV. COMMENTS
- V. ADJOURNMENT

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****PUBLIC NOTICE****

This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

MARCH 4, 2025, AT 6:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discussion of Award To Waste Pro For Solid Waste Collection For The Town Of Eatonville (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none"> • Ranking Sheet • Waste Connection Inc., Waste Pro, Coastal • Solid Waste RFP
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: The administration is requesting Town Council approval of Ranking and to proceed with contractual agreement between the Town of Eatonville and Waste Pro, Inc. to perform Solid Waste Collection Services.

SUMMARY: The purpose of this RFP is to select a qualified contractor to provide the Town comprehensive Solid Waste Collection Services with an overall quality exceeding the performance and cost of current services. The RFP is issued by the Town to provide potential service providers with information, guidelines and rules by which to prepare and submit their proposal to perform the services outlined herein. The successful contractor will enter into a Solid Waste Collection Services Contract, hereafter referred to as the Contract, to provide residential and commercial solid waste collection services for a period of five (5) years plus, beginning on _____, 2024 and ending on _____, 2029, with an option to renew for additional five-year terms.

All bids were evaluated on experience, qualifications, document submittal, and having positive accomplishments with the Town. (At Counsel’s guidance a re-evaluation and ranking was held on February 19, 2025, to ensure compliance with procurement standards. Waste Pro was still the recommended haulers.)

RECOMMENDATION: The Administration is recommending the Town Council approve the award to Waste Pro USA. for the Solid Waste Collection Services.

FISCAL & EFFICIENCY DATA: Fund allocation in current budget line item: 400-0536-536-3400.



TOWN OF EATONVILLE

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Solid Waste Services for the Town of Eatonville

Memorandum

From the Desk of Demetris Pressley, Chief Administrative Officer

Date: February 7, 2025

RE: Residential & Commercial Solid Waste Services Proposal Evaluation and Ranking Meeting

On January 24, 2025, Town Administration discussed with Town Attorney the evaluation committee must re-score the RFP submissions at a publicly noticed meeting for the contract services for all residential & commercial solid waste collection services for the Town of Eatonville.

The solid waste service is currently on a month-to-month service operation and is set to be awarded on March 18, 2025, with the term and final negotiated pricing.

On August 10, 2024, Town Staff published a Request for Proposal, Solid Waste Collection Services entitled Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, and Bulk Waste Collection Services seeking qualified contractors to provide proposals from qualified bidders through Demand Star, with a submission date of September 16, 2024. Demand Star is a nationally recognized online electronic procurement software for government solicitations of competitive bids for goods and services. The Town had 3 planholders submit the RFP; 1 Vendors attended the proposal opening on September 30, 2024. On September 30, 2024, three proposal submissions were received by the closing date at 3:00pm. The vendors that provided proposals to The Town were Waste Pro, Waste Connection, and Coastal Environmental.

The Town has distributed the (3) proposals to the Evaluation Committee comprised of Town Staff; these individuals will read, review, score and rank the proposal with a provided criteria and scoring system from the RFP. The highlights of the request for proposal asked potential bidders to provide options for collection services of the current contract, which is twice per week, once per week, and the proposer had the opportunity to propose the best alternative collection frequency and services. The proposals include four categories for response: Qualifications and Experience, Technical Proposal, Contract Exceptions and Financial Proposal; these sections go into detail of a transition plan, processing and disposal, customer outreach, customer service, billing, cart distribution, equipment resources, performance history, and company information.

The evaluation committee will meet to discuss the proposals to make a recommendation to the Town Council to negotiate a final contract for Solid Waste Collection Services with the top-ranked firm, on **Wednesday, February 19, 2025, at 9:30am, at Town Hall Council Chambers**. This meeting is an evaluation committee meeting and is a public hearing and will be open for attendance by the public but will not include public comment.



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After the committee has discussed the proposals and provided a final ranking, an agenda item to award this RFP to the top rank firm and negotiate a final contract is slated for the Regular Town Council Meeting on Tuesday, March 04, 2024, at 7:30pm, this meeting is open to the public and will permit public comment.

On March 18, 2024, at 7:30pm, the Town Council will consider a proposal contracted agreement with the Selected Hauler for solid waste collection services from March 2025, through March 2032. Town Staff will discuss with the Town Council the negative financial impact on households to retain a sanitary condition for the public welfare where the service level has created nationwide logistic shortages of CDL drivers, labor, and increases to fuel and commodities related to collection and hauling of solid waste collection.

This memorandum serves as official notice of the public meeting to evaluate proposals for solid waste collection services on **Wednesday, February 19, 2025, at 9:30am at Town Hall Council Chamber Conference Room**. We encourage public attendance and participation in the subsequent Town Council meeting to discuss the contract award.

Thank you for your attention to this matter.



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February 20, 2025

SOLID WASTE COLLECTION SERVICE REQUEST FOR PROPOSAL REVIEW

Review Team: Demetris Pressley, Valarie Mundy, Katrina Gibson
Recorded By Town Clerk: Veronia King

On Wednesday, February 19, 2025, the Town of Eatonville review committee ranked the three submitted proposal for the Solid Waste Collection Services for the Town of Eatonville. Listed below are the ranking scores from the committee based off experience with similar projects, service level and approach to the project, references and recommendation letters, and service fee.

It is the opinion of Town staff that Waste Pro USA, appears to have the top-ranking score and desired experience to perform successfully on this project under the terms of the proposed contract.

<i>Evaluation Scope</i>	D. Pressley			V. Mundy			K. Gibson		
<i>Haulers</i>	WCI	Coastal	Waste Pro	WCI	Coastal	Waste Pro	WCI	Coastal	Waste Pro
<i>Price</i>	9	6	8	9	3	9	10	8	9
<i>Quality of services</i>	6	8	10	9	10	10	8	9	10
<i>Experience and qualifications</i>	8	7	8	10	10	10	9	9	10
<i>Safety and environmental compliance</i>	9	9	9	9	9	10	7	8	9
<i>Financial stability</i>	10	10	9	10	10	10	10	10	10
Total	42	40	44	47	42	49	44	44	48
Coastal: 126 WCI: 133 <u>Waste Pro: 141</u>									

If you have any questions or need additional information, Demetris Pressley, CAO (dpressley@townofeatonville.org) regarding this request.

Regards,

Demetris Pressley, CSM
Chief Administrative Officer
DCP/bg

TOWN HALL • 307 E. KENNEDY BOULEVARD •

EATONVILLE, FLORIDA 32751
PHONE (407) 623-8900 • FAX (407) 623-8919



WASTE CONNECTIONS
Connect with the Future®

Request for Proposals for Residential & Commercial, Solid Waste, Bulk Waste, and Recycling Services

Monday, September 30, 2024 @ 3:00PM

Table of Contents

The following are per RFP requirement of 'Proposal Components'

- Tab 1 – Executive Summary
- Tab 2 – Company Profile
- Tab 3 – Proposed Services
- Tab 4 – Pricing
- Tab 5 – Equipment and Personnel Information
- Tab 6 – Safety and Environmental Compliance
- Tab 7 – Emergency Response Plan
- Tab 8 – References
- Tab 9 – State Licenses, Certificates & Permits
- Tab 10 – Performance Bond – 'Good Guy' Letter

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Per RFP – ‘Proposal Components’ – Executive Summary

September 27, 2024

Demetris Pressley, CSM
Town Chief Administrative Office (CAO)
Town of Eatonville
307 E. Kennedy Blvd. Eatonville, FL 32751
Telephone (407) 623-8913 Fax: (407) 623-8919

Mr. Pressley:

Waste Connections of Florida, Inc (WCI) is pleased to submit our proposal for **Request for Proposals for Residential & Commercial, Solid Waste, Bulk Waste, and Recycling Services.**

We are proud and honored to have served the Town of Eatonville as Waste Connections and, before that, through our legacy companies for more than sixteen (16) years. We have some of the longest tenured employees in the entire company working in our Central Florida operation, with a handful of individuals who have been here for more than twenty (25) years. The leadership team combined has more than 100 years of experience in the business. The group of dedicated professionals who service your community do not need to learn the routes or their way around your neighborhoods, *they are part of the fabric of the community.*

Waste Connections ranks as the third largest waste management company in North America. We feel that our market presence across the country, the years of service that our long-term employees have spent in your town, along with the over 100 years of expertise of those in leadership roles, provides for a backdrop of qualifications which will be hard to exceed.

We greatly value our long-held partnership and have invested substantial time considering how we can best serve the Town of Eatonville residents and commercial establishments at competitive prices. Our proposed price structure is explained in detail in Tab 4.

As requested, we have provided a letters of references along with other information to showcase our excellent level of service. We feel comfortable that you would get favorable responses from any of those partners whom you choose to contact.



WCI is part of Waste Connections, Inc.'s, multi-regional, integrated solid waste and recycling company providing collection, transfer, landfill disposal, and recycling services for commercial, industrial, and residential customers in the United States and Canada. Waste Connections, Inc. is the third largest solid waste company in North America.

Our company enjoys a firm position in the State of Florida. Our company's performance is strong in all major Florida markets – Orlando, Fort Myers, Naples, Tampa, Miami-Dade County, and Broward County. We have fifteen (15) collection operations, fourteen (14) transfer stations, and three (3) landfills which includes the strategic asset known as our JED landfill, located in St. Cloud, FL. The JED landfill has 50 + years of capacity. Waste Connections of Florida is ranked number three (No. 3) in market share and number two (No. 2) in disposal capacity.

WCI's operations are conducted in a manner that is compatible with protecting the environment and conserving natural resources. If selected by the Town of Eatonville, WCI will carry out the agreed upon service requirements in an efficient and environmentally sensitive manner. The information that is provided in this submittal is both accurate and factual. All representations made regarding WCI's willingness to provide the required collection services, as well as our concurrence with the business agreement are accurate.

Waste Connections of Florida, Inc looks forward to the Town of Eatonville's favorable consideration of this submittal. Please do not hesitate in contacting Ian Boyle, Government Affairs Manager, (813) 352-9156, if you have any questions.

Respectfully Submitted,

Matt Arcarola
District Manager
Waste Connections of Florida, Inc



**S - SERVE
E - EMPOWER
R - RETAIN
V - VETERAN
E - EMPLOYEES**

At Waste Connections, we are proud to support veteran employees through our S.E.R.V.E. resource group. S.E.R.V.E. stands for Support, Empower, Retain, Veteran Employees and has over 800+ member employees nationwide.

The mission of S.E.R.V.E. is to honor, appreciate, and assist in the development of our valued veteran team members. Veteran employees lead the group to provide camaraderie, professional development, and support for transitioning from military to civilian careers.

S.E.R.V.E. members partner with recruitment to attract veteran candidates and provide mentoring for onboarding. The group coordinates facility tours for local veterans' organizations and volunteers for veteran charitable causes. They also help promote retention by fostering an inclusive culture where veterans' unique skills are leveraged.

As a company, we are strongly committed to recruiting, hiring, and promoting veterans.

S.E.R.V.E. enhances this through networking, training, events, and peer encouragement. The dedication and discipline of our veteran workforce makes them exemplary employees.

We will bring this same commitment to employing veterans to serve the Miami Beach community. Their reliability, skills, and public service ethics perfectly match your city's needs. Our S.E.R.V.E. team will be an asset to fulfilling your contract with excellence.



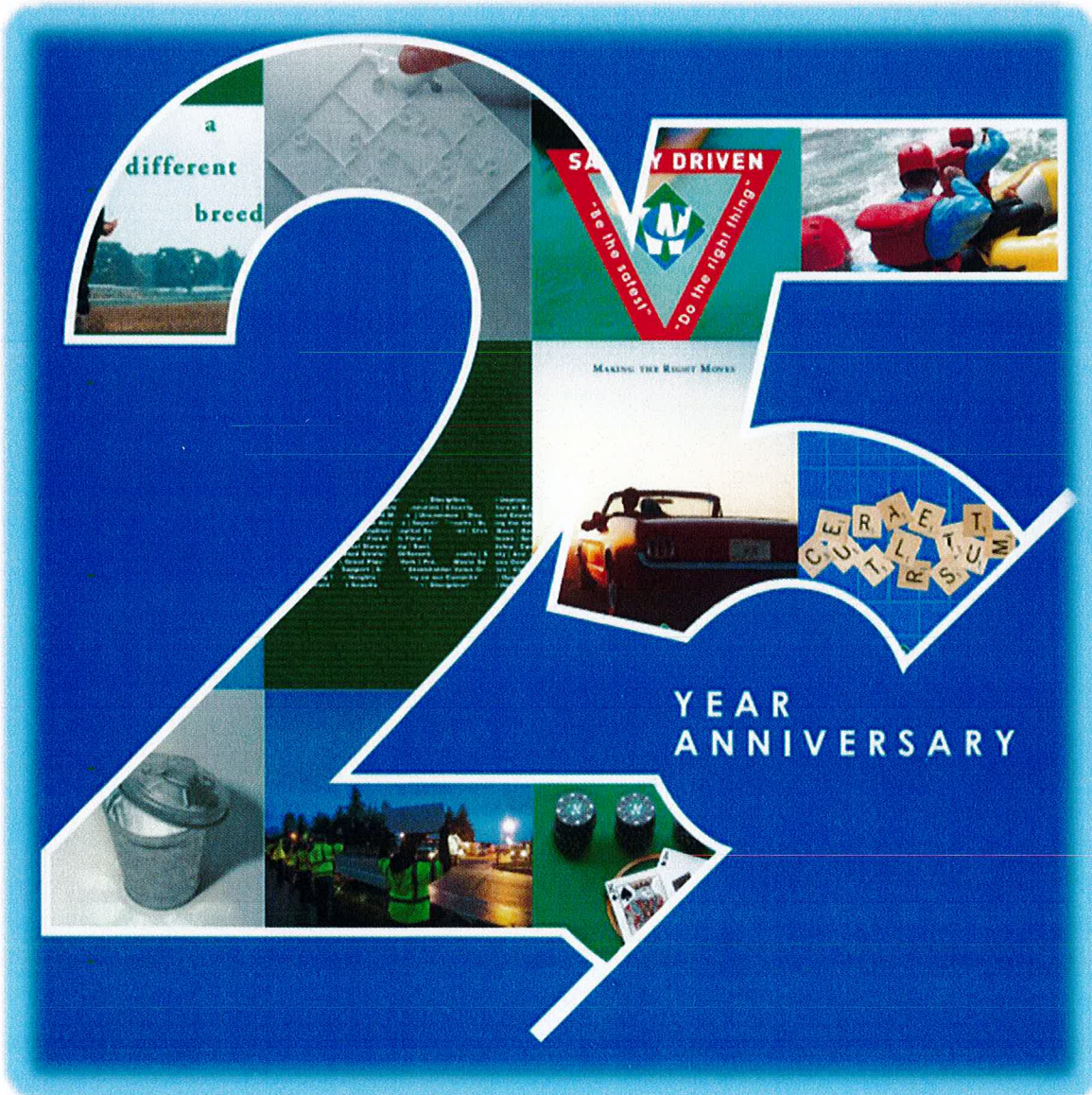
“

I was looking for a sense of camaraderie and service above self. Those principles are foundational at Waste Connections

Raymond J. - Driver
Forces Squadron Firearms Instructor
Colorado Airforce Reserve 310th Security

VISION OF THE FUTURE

Our goal is to create an environment where self-directed, empowered employees strive to consistently fulfill our constituent commitments and seek to create positive impacts through interactions with customers, communities, and fellow employees, always relying on our Operating Values as the foundation for our existence.

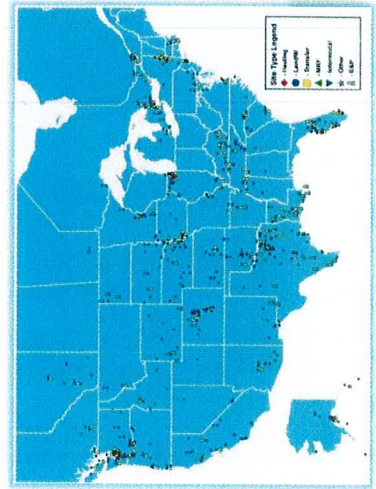


ABOUT WASTE CONNECTIONS

OUR HISTORY

From our founding in 1997, Waste Connections has grown from operating in two states into an international, premier provider for waste management services. We have continued to expand across North America to provide more communities with service excellence, making Waste Connections the third largest waste management company in the U.S. With two and a half decades of experience providing services to millions of customers internationally, we have grown to be able to haul, process and recycle waste in 43 states and six Canadian provinces.

Waste Connections cares about the communities we serve; these are communities in which we live and serve, according to our philosophy. We understand the importance of protecting these communities by protecting the environment for the future. Solid waste management is a local business managed by professionals from the community, for the community.



Our Culture and Servant Leadership

The constant growth of Waste Connections is in no small part due to the culture we have fostered across the company. We aspire to be a different breed to our competitors, providing a higher quality service with greater integration with the communities we serve.



Waste Connections differs from other companies by following a "Servant Leadership" doctrine. This business model places employees, who we see as our most valuable asset, at the top of the pyramid and focuses on how we can better help them. This business model requires constant hard work but brings great rewards. By constantly evaluating whether management is acting in their employees' best interests, catering to their needs and aiding them in their professional development allows us to keep retention rates high. In turn, by investing in our employees and providing increasingly high levels of training, we can provide our customers with a reliable, professional service.



What We Believe

ADDITIONAL INFORMATION - OUR OPERATING VALUES

In order to continue providing the best solid waste management service possible, we have created five operating values by which we aim to operate. We have consistently demonstrated that, if we continue to follow these values, our business will continue to grow to become the best choice for waste management service in the U.S.

◆ **Safety** - At Waste Connections, safety is more than a priority, it is our 1st operating value. For 25 years, we have strived to be the safest and most effective waste management company in the U.S. To achieve this, Waste Connections has built a unique working culture, combining strong communications between our employees and management alongside technological advancements to make our workplace as safe as possible.

◆ **Integrity** - Waste Connections second operating value is integrity. As one of the leaders of the waste management sector, we take our role very seriously. It is our aim to ensure that we keep our promises, whether that be to customers, employees or stockholders. To achieve this, we employ a growth mindset and constantly review and set further targets to ensure that resources are allocated intelligently, ensuring work is completed right the first time, every time.

◆ **Customer service** - At Waste Connections, we are proud to serve our customers. Over our 25-year history, we have amassed over 9 million customers ranging from municipalities, industrial and commercial clients, all the way down to individual residents. Our goal is to give nothing less than the best waste management solutions, no matter the customer's size.

◆ **The Best Place to Work** - We are committed to being a great place to work; thanks to our servant leadership model, we have seen constant improvements with employee satisfaction. We have learned through experience in the waste management sector that employee satisfaction is essential to delivering a professional and courteous service. Our latest survey of employees showed an average rating of 4.24/5. It is not a coincidence that over 25 years we have grown from serving just two states to the third largest waste management provider in the U.S.

◆ **Premier Waste Management Service in North America** - Waste Connections goal is clear: we want to continue to grow to be the premier waste management service in the U.S. and Canada. To achieve this, we have set key targets regarding environmental sustainability, disciplined growth and above all else safety. Our efforts, combined with the skills of our qualified drivers, have put us well on the way to achieving this goal.





WASTE CONNECTIONS
Connect with the Future®

2023 ANNUAL REPORT



RELATIONSHIPS



RESULTS

WHO WE ARE

Waste Connections is an integrated solid waste services company that provides non-hazardous waste collection, transfer and disposal services, including by rail, along with resource recovery primarily through recycling and renewable fuels generation. The Company serves approximately nine million residential, commercial and industrial customers in mostly exclusive and secondary markets across 46 states in the U.S. and six provinces in Canada.

Waste Connections also provides non-hazardous oilfield waste treatment, recovery and disposal services in several basins across the U.S. and Canada, as well as intermodal services for the movement of cargo and solid waste containers in the Pacific Northwest.

2023 BY THE NUMBERS

\$8.022B
Revenue



\$762.8M
Net Income

\$2.523B
Adjusted EBITDA¹



70 Basis Points
Adjusted EBITDA¹
Margin Expansion

11.8%
Increase in
Quarterly Per
Share Dividend

\$1.7B+
In CAPEX and
Acquisition Outlays

2.60x
Debt-to-EBITDA³
(Year End Leverage)

\$1.5B+
Liquidity
(Year End)

7%
Reduction in Safety
Incident Rates

20%+
Improvement in
Employee Retention



¹ Non-GAAP measure. See Non-GAAP Measures on pages 74–76 of our Annual Report on Form 10-K for the year ended December 31, 2023.

² Total Shareholder Return ("TSR") defined as profit generated from all share appreciation and dividends; Source—FactSet financial data and analytics and historical dividends.

³ Leverage Ratio (total debt to EBITDA), a non-GAAP ratio, is used supplementally for the purpose of calculating financial covenants under our revolving credit and term loan agreement. This 2023 Annual Report should be read together with our Annual Report on Form 10-K for the year ended December 31, 2023, including Item 1A—Risk Factors.

TO OUR SHAREHOLDERS

2023 was a year of renewal for Waste Connections, with a return to our leadership roots to reinforce our commitment to a decentralized operating model supported by a servant leadership-driven culture. Along with the addition of a geographic segment to accommodate our outsized growth from recent years, we modified certain leadership roles and responsibilities to more closely align, reposition and reinvigorate our team and “double down” on our commitment to human capital. We’ve gotten back to the basics that are fundamental to implementing the differentiated strategy that has driven our exemplary track record of value creation for 26 years.

We recognize the resilience and commitment of our over 23,000 employees, who delivered improvements in safety and employee retention in 2023, while integrating another outsized year of acquisition activity and driving industry-leading margins. We enter 2024 with continued momentum and well-positioned for above-average growth, along with a renewed commitment to both **Relationships and Results**.

WCN PERFORMANCE: TOTAL SHAREHOLDER RETURN²

For WCN shareholders, 2023 marked another year of positive returns, our 19th increase over the past 20 years. Additionally, continued growth in adjusted free cash flow¹ per share maintained our ten-year double-digit compounded annual growth rate. The strength of our operating performance and

free cash flow generation continue to provide the flexibility for growth and return of capital to our shareholders.

During the year, we increased our regular quarterly cash dividend by 11.8% to \$0.285 per share, our thirteenth consecutive double-digit annual increase since initiating our dividend, and we renewed our normal course issuer bid providing for the repurchase of up to 5% of our outstanding shares, which we intend to utilize opportunistically.

We also deployed over \$675 million for acquisitions to expand our business, while preserving the strength of our balance sheet. Our leverage ratio,³ as defined in our credit agreement, improved to 2.60x, and we ended 2023 with liquidity of over \$1.5 billion, well-positioned to fund acquisitions and pursue future growth opportunities.

Our continued long-term outperformance of sector and market indices has delivered returns in excess of 6,600% since going public in May 1998. These results reflect our decentralized operating model, relying upon our culture of accountability and are a testament to the power of both Relationships and Results.

Historical Outperformance Since IPO: WCN TSR² vs. S&P 500



LOOKING AT 2023

In 2023, we delivered outsized margin expansion from priced organic growth, more than overcoming the headwinds from lower commodity values and higher employee turnover-related costs.

Revenue grew by 11.2% from the prior year to \$8.022 billion and drove adjusted EBITDA¹ up by 13.6% to \$2.523 billion, or 31.5% of revenue, with margins up 70 basis points year over year.

Underlying solid waste margins expanded by 130 basis points, as we more than overcame a 60-basis point headwind from lower commodity values. Moreover, adjusted free cash flow¹ increased to \$1.224 billion, or 15.3% of revenue and 48.5% of adjusted EBITDA¹. Robust acquisition activity continued, with over \$215 million closed in 2023, plus another \$250 million anticipated to close early in 2024, setting us up for continued above average contributions. Along with our ongoing reinvestment in the business, we deployed over \$1.7 billion for capital expenditures and acquisitions to maintain and strategically expand our business, while preserving balance sheet strength and flexibility for continuing growth. Most importantly, we demonstrated improvements in safety, employee retention and engagement, all of which we believe will yield benefits in 2024 and beyond.

Human capital is our greatest source of differentiation. Following two challenging years, 2023 was a turning point for retention, including a 20% improvement in voluntary turnover along with a 30% reduction in open positions. To this end, we expanded our technology to maximize recruiting effectiveness; we overhauled the onboarding process; and we more than doubled our training opportunities for frontline leaders. In 2024, we are continuing to introduce additional avenues to augment recruiting and retention, including developing our own pipelines for commercial drivers and diesel technicians through ownership interests or partnerships with training schools. We are already seeing the benefits of increased retention in reduced overtime and hours of service; in addition, we are seeing improvement in safety metrics as turnover declines.

Safety is our #1 Operating Value at Waste Connections. We recognize the high correlation between retention and safety and the critical importance of a safety-driven culture. We believe every member of our team has a responsibility to protect our employees and the members of the communities we have the privilege to serve. Therefore, we hold our leaders accountable, and we support their efforts through continued investment in technology and training. Our behavioral-based approach to safety resulted in a 120 basis point reduction in our incident rate, including a reduction of over 500 basis points in many of our newest acquisitions. In 2023, approximately 60% of our operating locations either posted zero safety-related incidents or reduced incident frequency versus the prior year, and our Total Recordable Injury Rate (TRIR) remains at less than half the industry average, resulting in lower cost of risk.

While productivity is important, it pales in comparison to safety. We consciously trade off hours of labor for reducing injuries and safeguarding lives, reinforcing that safety will always be our #1 Operating Value.

Sustainability efforts are integral to our business.

In spite of outsized growth, we also demonstrated progress towards achievement of our sustainability-related targets, including expanding our commitment towards reduction of greenhouse gas emissions. As more fully described in our [2023 Sustainability Report](#), following the achievement of our 15% emissions reduction target, we doubled our reduction commitment to 30%. In addition to increased transparency around our activities, we continue to make progress on our other targets, including recycling and recovery; harvesting landfill gas to generate renewable energy; and implementing technology to process landfill leachate on-site, including the treatment of PFAS.

LOOKING AHEAD TO 2024: RELATIONSHIPS AND RESULTS

Coming into 2024, we are already positioned for outsized growth and contribution from the foundations laid during 2023, including the benefits of a renewed focus on human capital.

Our 2024 outlook already provides for high quality revenue growth from continued solid waste price-led organic growth plus rollover acquisition contribution of approximately \$325 million already in place. This provides visibility for adjusted EBITDA¹ margin expansion of 120 basis points and underlying free cash flow conversion in line with recent levels. Further moderation in inflationary pressures, increases in recycled commodity or renewable fuels values, contribution from additional volume growth or acquisitions would provide upside.

As we look ahead, incremental capital expenditures of \$150 million in 2024 for renewable natural gas projects will position us for incremental EBITDA¹ and free cash flow contribution by 2026 as our efforts drive continued value creation and deliver progress towards our sustainability-related objectives.

At Waste Connections, we recognize the importance of both Relationships and Results. Moreover, we believe that not only are they both achievable, but they are necessarily interrelated. We're proud of these results and the leaders who embody Waste Connections' enduring operating values.

Waste Connections was founded in 1997 on core values that have been integral to our success: safety, integrity, customer service, being a great place to work, and the premier waste services company in the U.S. and Canada. We recognize the benefits of a diverse, empowered workforce and strive to foster an inclusive environment in which all employees are positioned for success. We maintain that these values and our servant leadership-driven culture are ultimately what has driven differentiated long-term, industry-leading shareholder value creation.

As we position Waste Connections for the future, our efforts remain firmly rooted in the culture that has defined us and driven our success. We recognize the importance of honoring our commitments, and we look forward to the opportunity to earn the trust of each of our stakeholders every day.

As always, we thank you for your continuing support.



Ronald J. Mittelstaedt
President and Chief Executive Officer



Mary Anne Whitney
*Executive Vice President and
Chief Financial Officer*

FINANCIAL HIGHLIGHTS

(Dollars in thousands)

2022

2023

SUMMARY BALANCE SHEET

Current Assets	1,117,645	1,141,785
Property and equipment, net	6,950,915	7,228,331
Goodwill	6,902,297	7,404,400
Intangible assets, net	1,673,917	1,603,541
Other non-current assets, net	489,829	537,819
Total Assets	17,134,603	17,915,876
Current Liabilities	1,512,643	1,687,932
Long-term debt and notes payable	6,890,149	6,724,771
Deferred income taxes	1,013,742	1,022,480
Other long-term liabilities	604,425	782,912
Total Equity	7,113,644	7,697,781
Total liabilities and equity	17,134,603	17,915,876

SUMMARY INCOME STATEMENT

Revenue	7,211,859	8,021,951
Adjusted EBITDA ¹	2,220,652	2,522,956
Net income attributable to WCN	835,662	762,800
Adjusted net income attributable to WCN ¹	985,274	1,081,253

SUMMARY CASH FLOW DATA

Net cash provided by operating activities	2,022,492	2,126,817
Capital expenditures for property and equipment	912,677	934,000
Adjusted free cash flow ¹	1,164,844	1,224,132

Per the 'Proposal Components – Proposed Services' and 2.3 'Operating Plan'

- ❖ As the current service provider for the Town of Eatonville, the transition into the new contract period will be extremely smooth. All of our equipment is already in place and a schedule has been set for residential and commercial customers.
- ❖ For residential, garbage service will be collected by a semi-automated rear load truck on Tuesdays of each week. Recycling, yard waste, and bulk will then be collected on Wednesday of each week.
- ❖ With the commercial customers, the size, frequency, and schedule will depend on customer needs and routing logistics.
- ❖ For any type of service issues, Waste Connections has five customer service reps in our Altamonte Springs office. We also have an operations supervisor that is available during service hours that is directly tied to the contract to handle any service issues or complaints.
- ❖ If a missed service comes in before 12pm of that service day, we will service before 6pm on that service day. If the miss comes in after 12pm, we will service before 6pm of the next business day. Any service corrections and/or adjustments.
- ❖ The team members assigned to Eatonville have experience with trash collection, the actual routing and service requirements, and are trained for the waste industry. Waste Connections has some of the most expansive safety training in the industry. Within our Altamonte hauling facility we have a 15% built-in spare ratio for equipment. This means if we do have an equipment breakdown or failure, we will have immediate back-up locally. Usually, we will have support from our maintenance team, or a backup vehicle deployed within an hour.



Required Personnel

- ❖ We will have up to five drivers assigned to this contract. Waste Connections has approximately 105 drivers housed in Altamonte Springs for all residential and commercial services. In addition to the District Manager, Waste Connections employs a residential Operations Supervisor, Site Manager, and Maintenance Manager available to serve the community.

In short, we take pride in the communities we serve and are there when you need us!

HOW WILL CUSTOMER SERVICE BE HANDLED

Waste Connections (WCI) customer service for Eatonville shall be located in our regional office in Altamonte Springs. The hours of operation for the Altamonte Springs office are 8:00 am to 5:00 pm, Monday through Friday.

The role of the staff in WCI's Central Florida office is to operate as a communication link between WCI's Operation Department and the Town of Eatonville. Our staff is responsible for receiving inbound calls, sending outbound calls, data input of customer information and various levels of reporting.

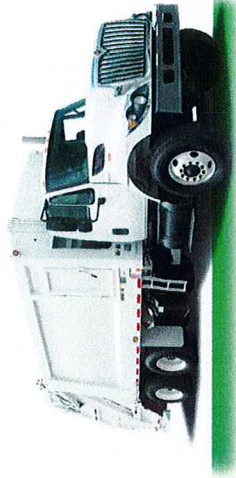
WCI believes strongly in one-on-one customer relations. Our personalized service and advanced tracking systems provides residential and commercial customers prompt service and support, courteously and professionally. Any issue is handled by a live person.

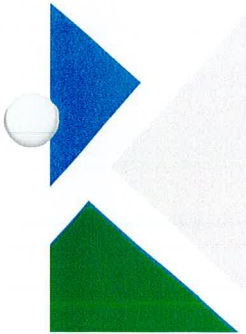
In recent years, WCI made capital investments in our phone system to ensure customers can always talk to a WCI representative. Every WCI account is stored, managed and routed via an advanced computer program called TRUX. Every WCI staff member is trained on the TRUX* system so issues can be resolved in an efficient manner.

**TRUX is capable of managing from a few trucks to a global fleet. In addition, TRUX can manage single-site operations to multi-national corporations. WCI managers across North America rely on comprehensive waste management software from TRUX Route Management Systems Inc. WCI utilizes TRUX fully integrated components for billing and accounts receivable, routing and dispatch with mapping interface.*

The system is capable of producing routing information, container tracking, billing and receivable requirements and mapping assistance for dispatch operators. In addition, TRUX generates reports that are used for analysis.

Information gathered from municipal contracts, customer service agreements and all commercial accounts are used as the source of data that is input into the TRUX software management system.





WCI staff are trained to accomplish the following responsibilities

- Log all service requests for Commercial Customer's through our Commercial Management System.
- Any issues can be quickly communicated to supervisors and dispatch to ensure a timely response when necessary.
- Handle all pricing needs and will be updated as needed on any pricing adjustments.
- Service Confirmation Procedures
- Procedures to ensure completion of service are conducted utilizing reports through TRUX. Information is inputted by WCI staff with a tracking mechanism that is activated by the completion date. Reports are run daily and weekly for Managers and Supervisors to review, which ensures that all service requests have been completed within an acceptable time frame.



Complaint Calls

All complaint calls are logged in the proper data tracking system by Customer Service and electronically forwarded to the proper department to rectify within 24 hours. Follow-up communication is made to assure the customer's complaint has been resolved and that the customer is completely satisfied. Customer Service will involve the management team if necessary for issues that would be problematic.

Weekly and Monthly Meetings

Weekly and monthly meetings are held between Management and WCI staff to communicate changes, opportunities and internal departmental requests to improve productivity and to ensure all customers are receiving current and accurate information.



Per the RFP Specifications – ‘Proposal Components’ – Pricing

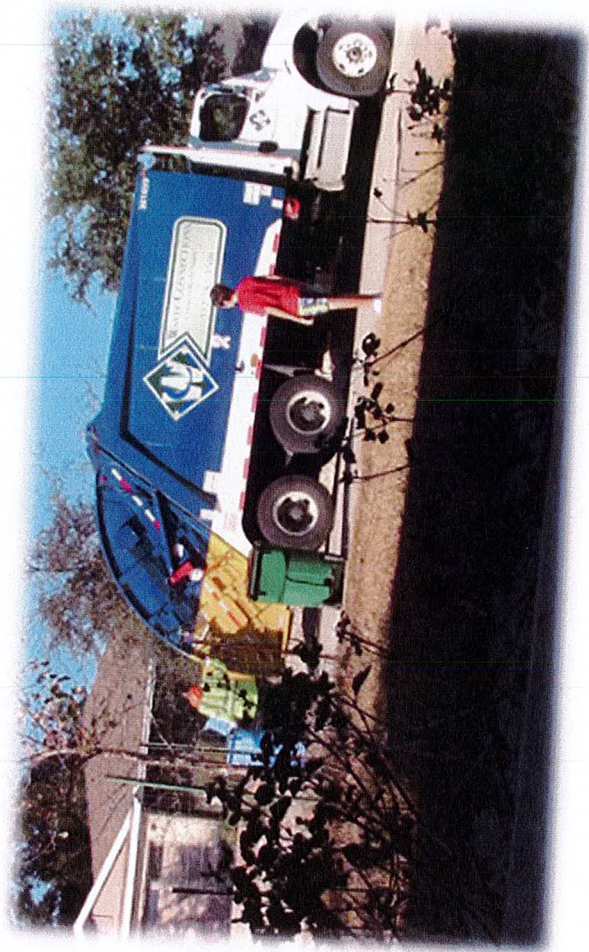
As requested, the following is a detailed breakdown of our proposed pricing structure:

Base rate – Residential Service

Per the RFP, Section 3.0 ‘Scope of Work, RFP’

“The residential service requirement is for once per week curbside services for waste and 18-gallon bins for recycling, each provided by the contractor”

Rate - \$19.50/month/home





Base rate – Commercial Service

Per the RFP, Section 3.0 ‘Scope of Work, RFP’

“The commercial service requirement is for collection of all commercial waste on a schedule via contractor-provided front-end load containers or 95-ga1lon roll carts for small businesses. Container size and frequency to be determined by the customer.”

Monthly Commercial Rate Schedule

Container Size	Lifts Per Week						Price for Each Additional Lift
	1	2	3	4	5	6	
2 Cubic Yard	\$95.26	\$190.52	\$285.78	\$381.04	\$476.30	\$571.56	\$99.00
4 Cubic Yard	\$173.20	\$346.40	\$519.60	\$692.80	\$866.00	\$1,039.20	\$99.00
6 Cubic Yard	\$201.35	\$402.69	\$604.04	\$805.38	\$1,006.73	\$1,208.07	\$99.00
8 Cubic Yard	\$233.82	\$467.64	\$701.46	\$935.28	\$1,169.10	\$1,402.92	\$99.00

Containers with Locks	\$10.00
Containers with Casters	\$20.00
Containers with Gates	\$5.00



Roll Off Open Top Rate Schedule

Container Size	Haul*	Delivery	Roll-Off Usage Fee	Franchise Fee	Disposal*	Disposal Cost
20, 30, & 40 Cubic Yards	\$245.00/haul	\$100.00/delivery	\$3.35/day or \$100.60/month	\$25.00/haul	Actual Cost	as of 10/1/24 \$70.00

* Consumer will be charged the actual cost of Disposal for each Roll-Off hauled
Rates do not include any Sales, Use or Service Tax

Additional fees (e.g., for bulky waste, commercial services)

- Rear Door – \$25.00
- Excess Yard Waste – \$10.00/yard
- Bulk – Refer to current bulk pricing

Escalation clauses (if applicable)

N/A

Payment terms

Please refer to current contract terms on page 21 of existing contract.

Per RFP '2.4 Required Equipment' & 'Proposal Components – Equipment and Personnel'

- ◆ For the collection of residential solid waste, recycling, and bulk, we will use a rear load truck with a cart tipper.
- ◆ For Commercial, we will use a front-end loader
- ◆ 15% spare ratio for each LOB to be parked in the Altamonte hauling yard.

Exact equipment as follows:

- ◆ 2021 Freightliner/25-yard Mcnielus RL
- ◆ 2013 Mack MR/32-yard Mcnielus RL
- ◆ 2020 Mack MRU/28-yard Mcnielus FEL



Rear Load Collection



Front Load Collection



DESCRIPTION OF COMMERCIAL DUMPSTERS

Waste Connections utilizes dumpsters from Iron Container. They are sturdy and designed for normal industrial and commercial use.

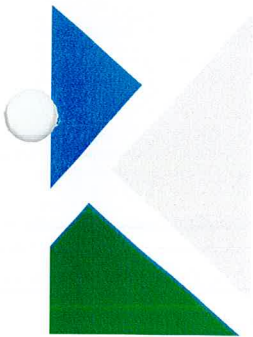
All containers are cleaned or replaced on a regular and as needed basis. Containers that receive putrescible food waste are normally cleaned or replaced once annually. Occasionally, a lid, caster or lock bar may fail. In that case we will repair it at no charge. More frequent cleaning or parts or container replacement may require an excess maintenance fee.



SMALL TO LARGE COMMERCIAL FRONTLOAD CONTAINERS

Containers: 2YD/3YD/4YD/6YD/8YD





CENTRAL FLORIDA OFFICE

The name of the company has changed but the length of time providing services has been well over 20 years in the State of Florida.

- Allied Waste Industries, Inc., acquired the assets of BFI, Inc in 1994.
- Waste Services of FL acquired the assets of Allied Waste Industries, Inc., northern and central Florida operations in 2003.
- In 2010, a merger agreement between Waste Services and IESI-BFC Ltd. ("IESI-BFC"), which provided for IESI-BFC to acquire Waste Services was ratified and closed.
- In 2011, our company had a name change to Progressive Waste Solutions covering all areas of business in North America.
- In 2012, Progressive Waste Solutions acquired the assets of Choice Environmental Services in Florida. In addition to expanding our presence in Florida, the acquisition of Choice grew our municipal partnerships by twenty-nine (29) new contracts. In total, WCI now services 54 municipalities across Florida.

- On June 1, 2016, Progressive Waste Solutions merged into Waste Connections, Ltd.
- On June 21, 2018, Waste Connections changed the name of the company to Waste Connections of Florida with the State of Florida.

Our company has always had operations in Central Florida in line with our same timeline in for the State of Florida.

Waste Connections' truck/fleet facility and customer service office location that will service The Town of Eatonville is as follows.

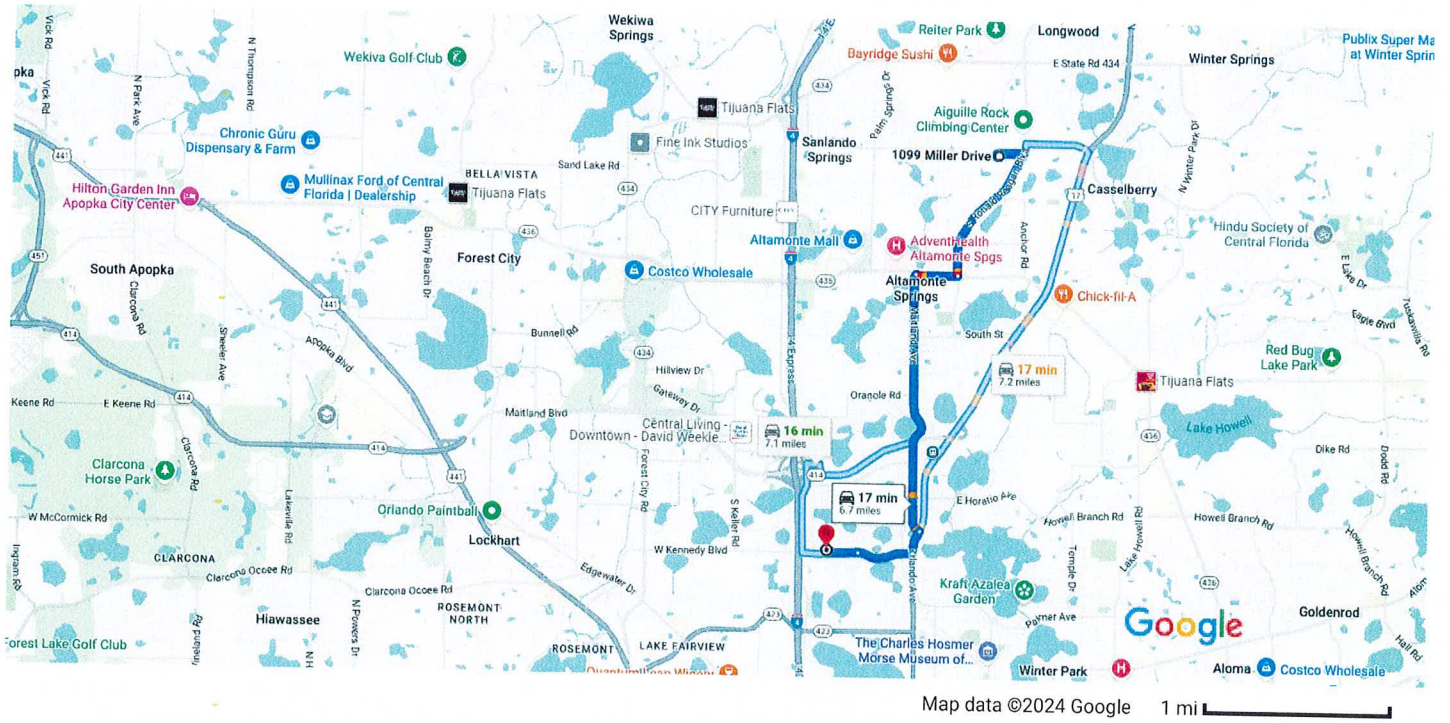
**1099 Miller Dr.
Altamonte Springs, FL 32701**





1099 Miller Dr, Altamonte Springs, FL 32701 to 307 E Kennedy Blvd, Eatonville, FL 32751 Drive 6.9 miles, 16 min

Waste Connections local office is 6.9 miles from The Town of Eatonville Town Hall



via Maitland Ave **16 min**
 Fastest route now due to traffic conditions 7.1 miles

via US-17 S/US-92 W **17 min**
 Some traffic, as usual 7.2 miles

via US-17 S/US-92 W and Lake Ave **16 min**
 Some traffic, as usual 6.9 miles

Explore nearby 307 E Kennedy Blvd



Restaurants Hotels Gas stations Parking Lots More

CENTRAL FLORIDA STAFF

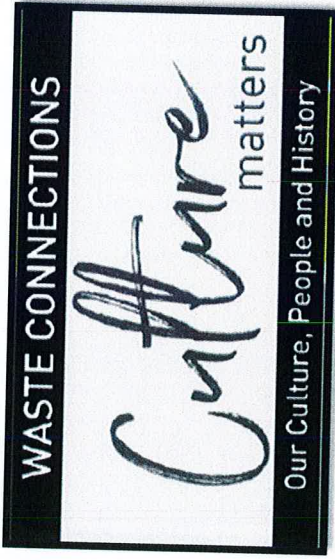
DISTRICT MANAGER: **Matt Arcarola** is currently the District Manager for Central Florida Hauling and Transfer Station Divisions. Prior to his current role, Matt was the District Manager for the Hillsborough, Pinellas, and Pasco Hauling Divisions where he oversaw staffing, scheduling, and all operational discretion for commercial and residential collections.

Mr. Arcarola has been around the solid waste industry his entire life. Both his father and grandfather were garbage men for a combined 100 plus years. After graduating with his bachelor's degree in business administration from Jacksonville University, he officially started in 2003 as a residential driver. Matt has filled every role needed to operate a successful hauling division - *Residential Driver, Frontload Driver, Roll-Off Driver, Dispatch, Route Supervisor, Site Manager and District Manager.*

DISTRICT CONTROLLER: Kevin Reich graduated from the University of Tampa with an MBA and MS in Finance. Kevin joined the solid waste industry with Waste Connections in 2019 and has supported our markets along the Gulf Coast and now Central Florida. He has extensive experience and knowledge in both collection and post collection operations. He currently oversees the financial reporting, internal controls, billing, collections, and payroll functions for multiple hauling districts, transfer stations, and a landfill. During his time at Waste Connections, Kevin has worked closely with multiple operation teams to provide analysis and reports for business strategy.

Municipal Marketing, Sales, and Customer Service Manager: **Randy Lewis** is the Municipal Marketing, Sales, and Customer Service Manager for the Orlando and Lake County Districts at Waste Connections. With over 13 years of industry experience, Randy began his career as a Territory Sales Manager, specializing in Commercial, Industrial, and Roll-Off Trash and Recycling sales and services for local businesses.

After three successful years in that position, he transitioned into his current leadership role, where he established the Customer Service Department from the ground up. Randy now oversees a team of 13 Sales Representatives and 5 Customer Service Representatives, while managing all municipal marketing bids in the Central Florida market. His extensive experience, deep industry knowledge, and strong leadership skills make him a valuable asset to Waste Connections and its customers.



SITE MANAGER: Bizaël Rivera serves as the Site Manager for the Orlando and Lake Districts at Waste Connections. With over nine years of industry experience, he began his career as an Operations Supervisor, managing a large Roll Off fleet, where he oversaw staffing, scheduling, and operational decisions within the Roll Off department. After two years, he transitioned into his current leadership role as Site Manager for the Lake District, and in the past four months, has taken on the additional responsibility of overseeing the Orlando District. Bizaël is now responsible for managing seven supervisors and 150 drivers across three key lines of business: commercial, Roll Off, and residential, while continuing to lead staffing, scheduling, and operations. Prior to joining Waste Connections, he spent eight years as an Operations Manager in the event production industry, where he successfully managed a range of high-profile events, including corporate conventions and concerts. His diverse background and leadership expertise make him a valuable asset to the organization.

DIRECTOR OF MUNICIPAL BUSINESS DEVELOPMENT AND GOVERNMENTAL AFFAIRS: Kurt Salac is responsible for

overseeing all municipal contracts for Waste Connections in the State of Florida. In addition, Kurt provides strategic guidance, resources, and support for field operations. He has over twenty-six (26) years of waste industry experience including field operations and support functions. He is experienced in all facets of business operations and specializes in operations management, as well as environment, safety, and health. His education background includes a Master of Science Degree at Carnegie Mellon University.

Mr. Salac has extensive experience managing the municipal budget process with past experience as the Budget Director for the City of Pittsburgh, PA where he directed the planning, preparation and development of a \$400 million operating, capital and community development budget.



SAFETY TRAINING AND DEVELOPMENT

Safety is our first and most important core value and drives policies to sustain the safety of all our drivers and helpers as well as those we share the roads with.



All our drivers are required to complete a full training curriculum before they are released to drive a truck on route. Waste Connections "Making the Connection" is a 24-lesson course that is tailored to our drivers and operators' day to day responsibilities in and around their scope of work and handling of equipment as they travel through commercial and residential areas where there are all our loved ones, friends, and families travel on.

Once the driver has completed the initial course, the driver is assigned to a certified Lead Driver trainer. He will then undergo a 15-to-30 or more-day intense training program depending on the level of industry experience the trainee has. Again, the trainee does not drive until he has been certified and fully trained by the lead trainer and observed by the route supervisor.

Once released, the driver is now able to drive but will not do so alone. They are paired with either a swing driver or senior driver to show them the route for a few weeks until they are familiar and confident enough to complete the route safely. In other words, a driver may be trained for up to 2 months before released to drive in your streets and neighborhoods.

Below are some of the items drivers are trained on during the 30 or more days.

1) *Pre and post trip inspection of the vehicles*

- ◆ Air brake inspections
- ◆ Tire pressure inspections
- ◆ Fluid checks
- ◆ Air leaks and fluid leaks
- ◆ Safety devices and alarms

- ◆ Fire extinguisher and spill kits
- ◆ VCR completion
- ◆ Pertinent vehicle documents

2) Route Optimization & Sequencing

3) Operating equipment

4) SMITH System 5 defensive driving keys

- ◆ Following distance
- ◆ Scanning mirror every 5 to 8 seconds
- ◆ Keeping sufficient space around the vehicle to keep a safe out
- ◆ Get out and look (GOAL)
 - ✓ If you are not sure of your surroundings, get out and inspect before you proceed.
 - ✓ Departure upon arrival
 - ✓ When you arrive to service a location, identify all hazards both up top and below the truck as well as the sides. Plan on your departure and park the vehicle in a way to facilitate the exit off the property.
- ◆ Distracted driving
 - ✓ We have very strict policies on this as it is the number one cause of accidents and injuries

5) Hot Zone awareness at Customer locations, hauling facilities, and disposal facilities

- ◆ Hot zones are considered to be any place where pedestrians are at risk and could come in contact with a commercial vehicle.

6) Drive Cam and 3rd Eye

- ◆ Industry leading systems and tools are used by supervisors and leaders to help identify unsafe behaviors and coach our drivers to be more defensive and proactive drivers. It consists of a fully integrated dash cam that contains multiple angles in and around the vehicle to capture forces exceeding thresholds or even pick up on events that could lead to an incident. All with a very sophisticated artificial intelligence software that can capture the following events.



Per The 'Proposal Summary' Requirement – Emergency Response

BLUE TEAM

PROVEN RESPONSE TO NATURAL DISASTERS

Natural disasters are increasing, such as hurricanes in Florida, floods, and fires, which can wreak havoc on communities, causing immense destruction and disrupting the lives of countless individuals. In the face of these challenging circumstances, Waste Connections takes pride in its commitment to providing essential services and support to the communities it serves. With an extensive network of dedicated professionals known as the Blue Team, Waste Connections is prepared to activate its resources for the Town of Eatonville to assist in times of crisis.



- Hurricane Relief Efforts:** When hurricanes strike, leaving a trail of devastation in their wake, Waste Connections has responded swiftly and effectively to aid affected communities. Through planning and coordination, our Blue Team along with our local districts ensures the continuity of waste management services, despite the challenging circumstances. Emergency response teams are deployed to affected areas, working tirelessly to clear debris, restore sanitation services, hand out supplies and promote public safety. Waste Connections prioritizes the safety of its employees and the community, providing necessary equipment and human resources to address the aftermath of hurricanes.
- Flood Relief Efforts:** Floods can cause significant damage, posing numerous challenges to waste management systems. Waste Connections understands the urgency of restoring order and hygiene to impacted areas. Our Blue Team collaborates with local authorities, emergency management agencies, and community leaders to develop customized plans that address the unique requirements of each flood-stricken community. From deploying specialized equipment to facilitating debris removal and assisting in the recovery process, Waste Connections plays an integral role in supporting affected communities during the task of rebuilding.
- Fire Relief Support:** In the face of wildfires, Waste Connections remains committed to providing assistance to affected communities. With a focus on environmental stewardship, our company recognizes the importance of preventing pollution and protecting natural resources. Waste Connections works closely with local fire departments and disaster response agencies to ensure the prompt removal of fire-damaged materials and the safe disposal of hazardous/non-hazardous waste. Our dedicated Blue Team members go above and beyond, collaborating with community organizations to provide relief supplies, volunteer manpower, and emotional support to individuals and families affected by fires.

REFERENCES

Per the RFP specifications under 2.0 "Pre-qualifications Requirements" and 'Proposal Components'

Waste Connections of Florida, Inc references are as follows:

- 1) **Town of Redington Beach** - WCI currently provides curbside and commercial service via a franchise contract. 750 residential customers serviced 2x per week for solid waste and 1x per week for recycling. 10 condominium complexes with various levels of service.

Contract Relationship – 2014 to Present

Adriana Nieves, Town Clerk
Town of Redington Beach
105 164th Avenue
Redington Beach, FL 33708
727-391-3875

townclerk@townofredingtonbeach.com



- 2) **South Pasadena** – WCI is the current hauler. 482 residential customers serviced 2x per week for solid waste and 1x per week for recycling via 18-gallon bins. 250 commercial customers with various levels of service.

Contract Relationship – 2008 to Present

Shawn Shimko, Director of Public Works

City of South Pasadena
City Hall Annex Building
6940 Hibiscus Avenue
South Pasadena, FL 33707
Office: 727-384-0701
Cell: 727-580-0472 Cell

sshimko@mysouthpasadena.com



- 3) **St. Pete Beach** – WCI is the current hauler. 3,304 residential customers serviced 2x per week for solid waste and 1x per week for recycling. 296 commercial customers with various levels of service.

Contract Relationship – 1986 to Present

Mike Clarke, Public Works Director

City of St. Pete Beach
7581 Boca Ciega Drive
St. Pete Beach FL 33706
(727)363-9247

mclarke@stpetebeach.org





TOWN OF REDINGTON BEACH Section III. Item #1.
105-164th AVENUE
REDINGTON BEACH, FL 33708
PHONE: 727-391-3875
FAX: 727-397-6911
www.townofredingtonbeach.com

September 10, 2024

Waste Connections
11500 43rd St N.
Clearwater, FL 33762

To whom it may concern,

As per your request we are writing this letter of reference for Waste Connections. Waste Connections has been the sole provider for waste removal in the Town of Redington Beach since 2014. Their level of service has been exemplary. The drivers are very thorough as well as friendly. Management has always been very responsive to our Town's needs and follows through when requests are made.

We value our strong relationship with Waste Connections and look forward to working with them for the duration of the current Franchise Agreement and hopefully beyond.

If you have any questions, feel free to reach out to me at 727-391-3875.

Kind regards,

Adriana Nieves

Adriana Nieves, CMC
Town Clerk



City of South Pasadena

Public Works Department

7047 SUNSET DRIVE SOUTH
SOUTH PASADENA, FLORIDA 33707-2819
PHONES: (727) 384-0701 (727) 345-8242
pworks@mysouthpasadena.com

9/10/2024

To Whom It May Concern,

It is a pleasure to provide a letter of reference for Waste Connections of Florida, Inc. The City of South Pasadena has worked with their organization for over 15 years and they have maintained a high standard of service throughout. We have been able to consistently partner with the same representatives, who have made it a priority to know the community and its specific characteristics. They provide a high level of service for both scheduled and emergency operations, which has proven especially valuable in response to storm activity. We have also been pleased with their attention to questions and comments, both from the City and from the general public. The customer support provided is always courteous and knowledgeable which has allowed us to maintain a positive and collaborative working relationship.

In addition to high providing quality service, Waste Connections of Florida, Inc. operates with a high level of understanding as to the needs of public organizations. As a government entity with a fiduciary responsibility to the public, the City of South Pasadena has greatly valued Waste Connections of Florida, Inc.'s approach to rates and costs. They have provided competitive rates throughout several periods of economic instability over the years, much to the appreciation of customers.

I am pleased to recommend Waste Connections of Florida, Inc. for any waste management needs. They have proven themselves to be effective and efficient in both providing high quality service in the field and exception customer support. Please do not hesitate to contact me if you have any questions or would like any additional information.

Sincerely,

Shawn Shimko
Director of Public Works
City of South Pasadena
727-384-0701 Office
727-580-0472 Cell
Email: SShimko@mysouthpasadena.com



155 Corey Avenue
St. Pete Beach, FL 33706

To Whom it May Concern

September 19, 2024

RE: Letter of Reference

Dear Sir, Madam,

Waste Connections of Florida, Inc., has been the garbage and recycling collection contractor for St. Pete Beach for over 15 years. In my eight years as the Public Works Director, I have found Waste Connections' leadership and dedication to service at all levels from the drivers to the senior level of management to be of the highest caliber. As with any contract there are always issues that crop up from time to time. In all circumstances, the leadership at Waste Connections worked with the city with trust, flexibility, and dedication to reach positive solutions that respect the needs of our residents. I am absolutely satisfied with their performance.

It is my pleasure to highly recommend Waste Connections as a collection contractor.

Sincerely,

A handwritten signature in blue ink that reads "Michael F. Clarke". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michael F. Clarke
Public Works Director
City of St. Pete Beach, FL 33706
(727) 363-9243

3100 DEBRIS HAULING 2023 EXPIRES 9/30/2024
\$40.00 20 EMPLOYEES

3100-0014421

TOTAL TAX \$40.00
PREVIOUSLY PAID \$40.00
TOTAL DUE \$0.00

JACKMAN WORTHING F-DIRECTOR

WASTE CONNECTIONS OF FLORIDA INC
1099 MILLER DR
ALTAMONTE SPRINGS FL 32701

375 W 7TH ST
U - ORLANDO, 32824

PAID: \$40.00 0099-01120865 8/7/2023

Tax Collector Scott Randolph

Local Business Tax Receipt

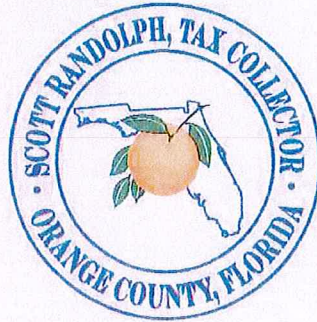
Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

3100 DEBRIS HAULING 2023 EXPIRES 9/30/2024
\$40.00 20 EMPLOYEES

3100-0014421

TOTAL TAX \$40.00
PREVIOUSLY PAID \$40.00
TOTAL DUE \$0.00



JACKMAN WORTHING F-DIRECTOR

WASTE CONNECTIONS OF FLORIDA INC
1099 MILLER DR
ALTAMONTE SPRINGS FL 32701

375 W 7TH ST
U - ORLANDO, 32824

PAID: \$40.00 0099-01120865 8/7/2023

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.



SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/25

Account #: 118778

**WASTE CONNECTIONS OF FLORIDA INC
1099 MILLER DR
ALTAMONTE SPRINGS, FL 32701**

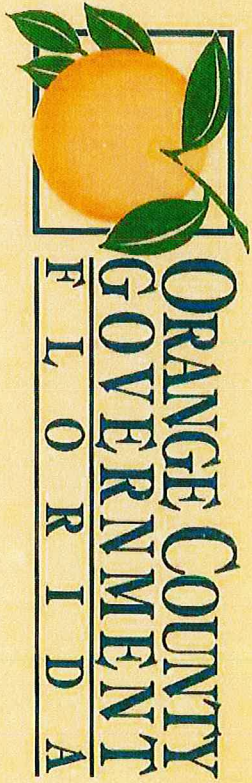
REGULATED
License # - ENV SVCS LETTER

WORTHING F JACKMAN (OFFICER)

Receipt #: 12442024082702307

Amount Paid: \$ 45.00

Date Paid: 08/27/2024



Orange County Solid Waste Department

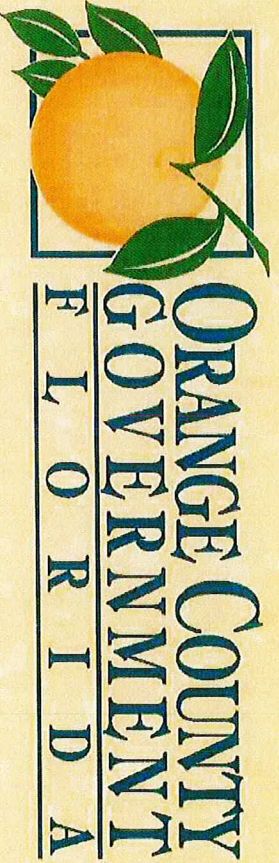
Commercial Collection License

Having successfully met the requirements pursuant to Chapter 32, Section 178, of the Orange County Code, a COMMERCIAL COLLECTION LICENSE is hereby granted to:

WASTE CONNECTIONS OF FLORIDA

This license is in addition to and not in lieu of any other license required by law or municipal Ordinance and is subject to regulations of zoning, health and any other lawful authority.

Renewal Expires December 31, 2024



Orange County Solid Waste Department
Recycling Registration

Having successfully met the requirements pursuant to Chapter 32, Section 178, of the Orange County Code, a RECYCLING REGISTRATION is hereby granted to:

WASTE CONNECTIONS OF FLORIDA, INC

This license is in addition to and not in lieu of any other license required by law or municipal Ordinance and is subject to regulations of zoning, health and any other lawful authority.

Renewal Expires December 31, 2024

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Waste Connections of Florida, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
3 Waterway Square PL, Ste 110

6 City, state, and ZIP code
The Woodlands, TX 77380

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

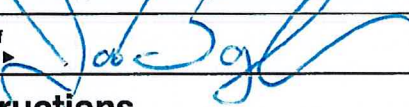
2	0	-	0	4	3	5	9	4	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **5/18/23**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

State of Florida

Department of State

I certify from the records of this office that WASTE CONNECTIONS OF FLORIDA, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 11, 2003.


The document number of this corporation is F03000006157.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on March 6, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of June, 2024*




Secretary of State

Tracking Number: 9095790451CU

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

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

WASTE CONNECTIONS OF FLORIDA, INC.

Filing Information

Document Number	F03000006157
FEI/EIN Number	20-0435940
Date Filed	12/11/2003
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	06/21/2018
Event Effective Date	NONE

Principal Address

3 waterway square pl ste 110
the woodlands, TX 77380

Changed: 06/30/2016

Mailing Address

3 waterway square pl ste 110
the woodlands, TX 77380

Changed: 06/30/2016

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 06/30/2016

Address Changed: 06/30/2016

Officer/Director Detail

Name & Address

Title Director

Mittelstaedt, Ronald
3 waterway square pl ste 110
the woodlands, TX 77380

Title CFO

Whitney, Mary Anne F.
3 waterway square pl ste 110
the woodlands, TX 77380

Title President

Mittelstaedt, Ronald
3 waterway square pl ste 110
the woodlands, TX 77380

Title Executive Vice President, Secretary

Shea, Patrick J.
3 waterway square pl ste 110
the woodlands, TX 77380

Title COO

CHAMBLISS, DARRELL
3 waterway square pl ste 110
the woodlands, TX 77380

Annual Reports

Report Year	Filed Date
2023	01/18/2023
2023	04/28/2023
2024	03/06/2024

Document Images

03/06/2024 -- ANNUAL REPORT	View image in PDF format
04/28/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/18/2023 -- ANNUAL REPORT	View image in PDF format
01/25/2022 -- ANNUAL REPORT	View image in PDF format
01/15/2021 -- ANNUAL REPORT	View image in PDF format
01/30/2020 -- ANNUAL REPORT	View image in PDF format
02/20/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/14/2019 -- ANNUAL REPORT	View image in PDF format
06/21/2018 -- Name Change	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
12/22/2017 -- Merger	View image in PDF format
12/22/2017 -- Merger	View image in PDF format
12/22/2017 -- Merger	View image in PDF format
03/13/2017 -- ANNUAL REPORT	View image in PDF format

07/11/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
06/30/2016 -- Reg. Agent Change	View image in PDF format
04/27/2016 -- ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
03/18/2014 -- ANNUAL REPORT	View image in PDF format
09/09/2013 -- Merger	View image in PDF format
09/05/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
06/04/2013 -- Name Change	View image in PDF format
04/01/2013 -- ANNUAL REPORT	View image in PDF format
03/26/2012 -- ANNUAL REPORT	View image in PDF format
03/24/2011 -- ANNUAL REPORT	View image in PDF format
03/08/2010 -- ANNUAL REPORT	View image in PDF format
04/06/2009 -- ANNUAL REPORT	View image in PDF format
04/22/2008 -- ANNUAL REPORT	View image in PDF format
12/19/2007 -- Merger	View image in PDF format
12/19/2007 -- Merger	View image in PDF format
11/06/2007 -- ANNUAL REPORT	View image in PDF format
03/05/2007 -- ANNUAL REPORT	View image in PDF format
04/13/2006 -- ANNUAL REPORT	View image in PDF format
05/03/2005 -- ANNUAL REPORT	View image in PDF format
04/21/2004 -- ANNUAL REPORT	View image in PDF format
12/11/2003 -- Foreign Profit	View image in PDF format



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RECOVERED MATERIALS DEALER CERTIFICATION

2025

CERTIFICATE NO: 345
ISSUED: 04/11/2024
EXPIRES: 06/30/2025

WASTE CONNECTIONS
3 WATERWAY SQUARE PLACE, SUITE 110
THE WOODLANDS, TX 77380

The Florida Department of Environmental Protection verifies that the above named Company reports certain recycling information and is certified in accordance with Chapter 62.722, Florida Administrative Code.

REPORTING FACILITIES COVERED BY THIS CERTIFICATION

<u>COUNTY</u>	<u>WACS ID</u>	<u>FACILITY NAME</u>	<u>FACILITY ADDRESS</u>
BROWARD	105719	PEMBROKE PARK RECYCLING AND TRANSFER	1899 SOUTHWEST 31ST AVENUE HALLANDALE BEACH, FL 33009
BROWARD	94733	DEERFIELD BEACH RECYCLING & TRANSFER	1751 SW 43RD TER DEERFIELD BEACH, FL 33442-9007
COLLIER	105714	NAPLES MATERIALS TRANSFER STATION	3706 MERCANTILE AVENUE NAPLES, FL 34104
HILLSBOROUGH	105707	TAMPA MATERIALS TRANSFER AND RECYCLING FACILITY	5113 UCETA ROAD TAMPA, FL 33619
LAKE	NEW	GROVELAND TRANSFER AND RECYCLING	109 SAMPEY ROAD GROVELAND, FL 34736
LEE	105711	FORT MYERS MATERIALS TRANSFER STATION	16801 STOCK COURT FORT MYERS, FL 33912
LEE	88869	GATOR ROAD RECYCLING & TRANSFER	16711 GATOR RD FORT MYERS, FL 33912-5929
MANATEE	95393	PALMETTO MATERIALS TRANSFER & RECYCLING WPF	1312 16TH AVENUE EAST PALMETTO, FL 34221
MIAMI-DADE	105708	1ST PLACE MATERIAL RECOVERY FACILITY	7320 NORTHEAST 1ST PLACE MIAMI, FL 33138
MIAMI-DADE	105715	OPA LOCKA RECYCLING AND TRANSFER	3680 NORTHWEST 135TH STREET OPA-LOCKA, FL 33054
MIAMI-DADE	105712	WASTE CONNECTIONS OF FLORIDA INC MIAMI TS/MRF	3840 NORTHWEST 37TH COURT MIAMI, FL 33142
ORANGE	105718	TAFT RECYCLING INC MATERIAL RECOVERY FACILITY	375 WEST 7TH STREET ORLANDO, FL 32824
PINELLAS	105717	WASTE CONNECTIONS OF FLORIDA INC ST PETERSBURG MRF	1190 20TH STREET NORTH ST. PETERSBURG, FL 33713
PINELLAS	105709	CLEARWATER MATERIALS WASTE PROCESSING FACILITY	12875 60TH STREET NORTH CLEARWATER, FL 33760
SEMINOLE	105716	SANFORD RECYCLING AND TRANSFER INC TS/MRF	563 NORTH WHITE CEDAR ROAD SANFORD, FL 32771



CERTIFICATE OF LIABILITY INSURANCE

Section III. Item #1.
7/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 4675 MacArthur Court Suite 750 Newport Beach CA 92660	CONTACT NAME: Certificate Unit PHONE (A/C, No, Ext): (949)-474-1550 E-MAIL ADDRESS: WCN Certs@epicbrokers.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED Waste Connections of Florida, Inc. 3 Waterway Square Place, Suite 110 The Woodlands, TX 77380	INSURER A: ACE American Insurance Company	NAIC # 22667	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1404635499

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDOG47346447	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			ISAH10755268	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC50723781	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,500,000 E.L. DISEASE - EA EMPLOYEE \$ 1,500,000 E.L. DISEASE - POLICY LIMIT \$ 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Beinde M. Agren



September 25, 2024

Town of Eatonville
Town Hall
307 E. Kennedy Blvd
Eatonville, FL 32751

Re: Waste Connections of Florida, Inc.
Solid Waste Collection

To Whom It May Concern:


Waste Connections of Florida, Inc. is a highly regarded client of Travelers Casualty and Surety Company of America for bonding purposes.

We understand that Waste Connections of Florida, Inc. will be presenting a proposal to you for Solid Waste Collection. If the proposal is accepted and Waste Connections of Florida, Inc. asks us for a performance bond, Travelers Casualty and Surety Company of America will issue this bond in the amount of fifty thousand dollars (\$50,000.00) on an industry standard annually renewable performance bond form, a copy of which is attached for your review.

If you have any questions about this fine client, please do not hesitate to give me a call at 916.971.8843.

Sincerely,

Travelers Casualty and Surety Company of America

By: 
Lisa Betancur, Attorney-In-Fact





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Lisa Betancur** of **SACRAMENTO, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut
 City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **September**, 2024




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

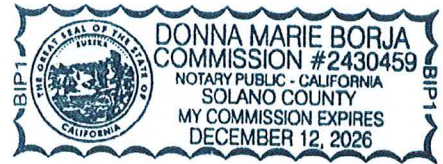
On September 15, 2024 before me, Donna Marie Borja, Notary Public
(insert name and title of the officer)

personally appeared Lisa Betancur,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna Marie Borja (Seal)



Bond No. _____
Premium \$ _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, a corporation duly organized under the laws of the state of _____ and licensed to do business in the State of _____, as Surety, are held and firmly bound unto _____ (Obligee), in the penal sum of _____ (\$_____) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, for _____ and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from _____, _____, until _____, _____, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this _____ day of _____, _____.

(Witness)

(Attest)

, Attorney-In-Fact

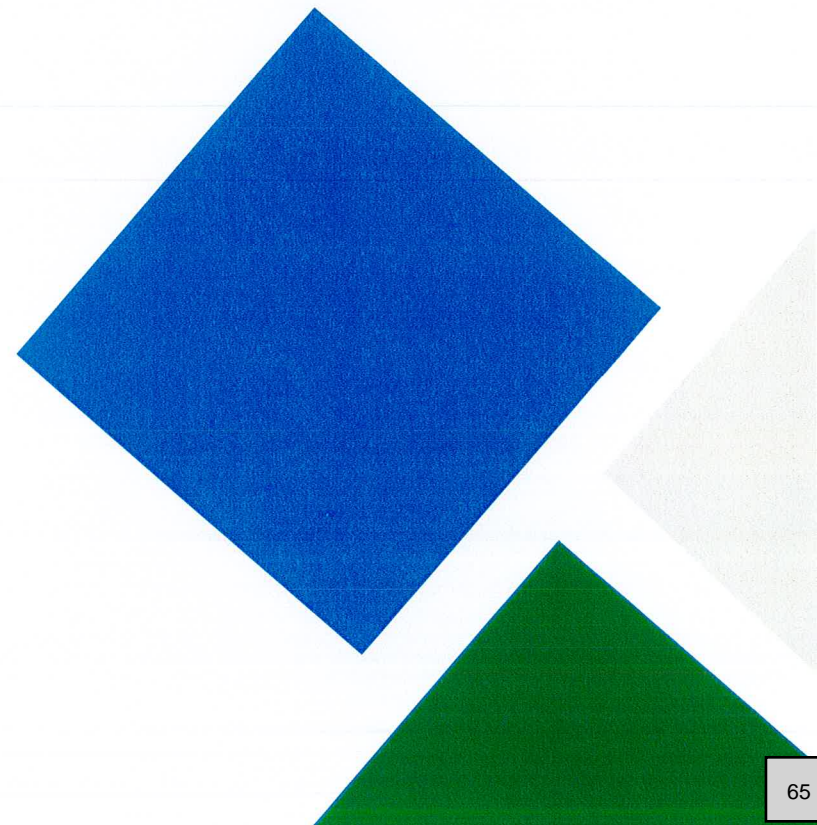
Thank you for your consideration
We look forward to continuing
our relationship with
The Town of Eatonville



WASTE CONNECTIONS
Connect with the Future®



Section III. Item #1.



**Residential & Commercial Solid Waste, Bulk
Waste, and Recycling Services Proposal
RFP 472015**

September 30, 2024, 3:00 pm

Section III. Item #1.



THE TOWN OF
EATONVILLE
THE TOWN THAT FREEDOM BUILT
EST. 1887

**307 East Kennedy Boulevard,
Eatonville, FL 32751 ,
Demetris Pressley, CSM
Town Chief Administrative Office
(CAO)Town Manager**



Orange County Hauling
481 Thorpe Road, Orlando, FL 32824
407-905-9200

Corporate Headquarters
2481 NW 2nd Avenue, Boca Raton, FL 33431
John Casagrande, Vice President
954-947-4000
jcasagrande@coastalwasteinc.com

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Executive Summary

1. Executive Summary

- Brief overview of the bidder's company, experience, and qualifications.
- Summary of the proposed services and pricing structure.
- Key benefits and advantages of the company's proposal.

The company employs over 1,300 people, operates over 900 collection and support vehicles, and owns and operates thirty-one (31) facilities across Florida, Georgia, and South Carolina. Of those thirty-one (31) facilities include hauling and post hauling facilities like Material Recovery Facilities (MRFs), transfer stations and landfills.

Our diverse customer base includes residential, municipal, industrial, and commercial customers to whom we provide over two million services monthly. These service offerings include automated and semi-automated residential collection, grappled bulk, and yard waste collection, industrial roll-off and compactors and commercial front load and portable restroom services. For this contract, Coastal will be deploying a rear loader split body to efficiently collect the recycling and the solid waste.

Coastal's continuous growth and ability to seamlessly expand not only exemplifies the company's capabilities, but also demonstrates the quality of service they are able to provide upon being awarded the contract. We have transitioned contracted services in communities of 1,500 units up to 200,000 units. With Coastal undergoing, over twenty-five (25) transitions in the past 5 years, they have the experience and knowledge to cater to the Town's specific needs ensuring Town of Eatonville has a seamless and uninterrupted transition that provides the highest level of service.

September 16, 2024

Town of Eatonville
307 E. Kennedy Blvd.
Eatonville, FL 32751

RE: Residential & Commercial, Solid Waste, Bulk Waste, and Recycling Services

To Whom It May Concern:

Coastal Waste & Recycling, Inc. ("Coastal" or "the Company") appreciates the opportunity to submit this proposal to the Town of Eatonville in response to the above-referenced RFP 472015 Residential & Commercial, Solid Waste, and Recycling Services.

Coastal is a privately owned company, headquartered in Boca Raton, Florida, providing solid waste and recycling services throughout Florida, Georgia and South Carolina. We offer residential, commercial, industrial, and municipal waste and recycling services, to our residential and commercial customers collectively providing over 1.4 million service transactions each month. Operating from twenty-five (25) locations, with over 1,100 employees, Coastal has assembled an experienced team focused on a single "Coastal Vision" of commitment to our Core Values of Safety, Integrity and Customer Service.

We provide a full line of collection services under exclusive contract to several municipalities in the Southeastern United States. Our leadership team of industry professionals fully understands the requirements and scope of the services and specifications spelled out in the solicitation. They are a seasoned team with over 150 years of collective experience. From our founding until today, our goal has been to be a well-funded private company that could execute and deliver on all contracts with the same financial strength as our competitors. Our reputation and success has led us to a partnership with Macquarie Asset Management, one of the worlds largest asset management groups. Our growth is strategic and well planned. This partnership provides an even more solid financial foundation on which to expand and be sustainable in our growth.

The entire Coastal team stands ready to provide the residents and businesses of the Town of Eatonville with the individual attention that will successfully execute this contract for Citywide Solid Waste Collection Service at the rates submitted with the Proposal. From the moment we are awarded the contract, our team will be actively executing a transition plan that will fulfill the requirements spelled out in our proposal.

As Founder and CEO, I am authorized to commit to the Town that we can provide the goods and services necessary to honor what is detailed in our response. Additionally, I can represent the Company throughout negotiations and bind Coastal in contract with the Town of Eatonville, RFP 472015 Residential & Commercial, Solid Waste, Bulk Waste, and Recycling Services

Respectfully,



Brendon Pantano Chief Executive Officer

Company Profile

2. Company Profile

- Detailed information about the company, including:
 - History and experience in the solid waste industry.
 - Financial stability and resources.
 - References and case studies.
 - Certifications and accreditations.

CEO Brendan Pantano, a third-generation descendant in the industry, and his partners formed Coastal Waste & Recycling in August of 2017. They had a vision to fill a void in the southeastern market for a customer service focused, independent operator with the financial ability to participate and compete effectively in the highly capital intense solid waste industry. This led the venture to create a team with the top talent in the industry who believed in the shared vision of developing a premier fully integrated regional solid waste and recycling company while keeping our core values at the forefront of everything we do.

In the last five years, Coastal has experienced significant growth through strategic acquisitions and successful organic expansion, fostering us to become one of the largest private solid waste and recycling businesses in the Southeast. From the beginning, the team wasted no time building their credentials, which is demonstrated through successfully completing our first four acquisitions within a year of commercial operations. We have experienced remarkable success in qualifying for, and securing, exclusive franchise contracts in the Southeast Region, further strengthening our position as industry leaders. You will find a full list of those contracts with the types and number of services clearly spelled out in this response.

As a regional waste services provider committed to safety and excellence, Coastal prides itself on its ability to rapidly respond to the evolving needs of its municipal clients, while also delivering extraordinary service to each of its Residential and commercial customers day in and day out. The bench depth and unmatched technical expertise of Coastal's management team, described in this section, allows us to act quickly, decisively, and with a high degree of accuracy and safety. We believe this is a critical consideration for Town of Eatonville, since all solid waste collection, processing, and disposal activities necessarily occur within an increasingly regulated and dynamic environmental context.

We also provide methods for direct, immediate contact between our municipal clients and the management team. When the need arises, the Town's representative may just call or email its assigned contract manager, and any requests or concerns will be immediately addressed. At Coastal, customer service is not just a department. Customer service is one of our three core values and all Coastal employees—no matter the position—are continuously coached and trained to optimize the customer experience.

Coastal's culture and approach to the importance of customer service are described in detail throughout this proposal. Key personnel assigned to this project are all full-time employees of Coastal and highly experienced in full contract and program transition activities. The following Organization Chart identifies key senior leadership involved in the development of this proposal and the oversight to ensure a smooth and seamless contract transition.

Upon award, this project will be staffed by committed full-time personnel from Coastal Waste & Recycling, as shown in the organizational chart below. Our team embodies a wealth of experience, evident in the resumes of key personnel provided on subsequent pages. Our organizational framework emphasizes direct communication with senior management, facilitated by a streamlined management hierarchy. Strategic decisions are locally made, and the personnel assigned to this contract maintain direct contact with decision-makers residing and working in South Florida.

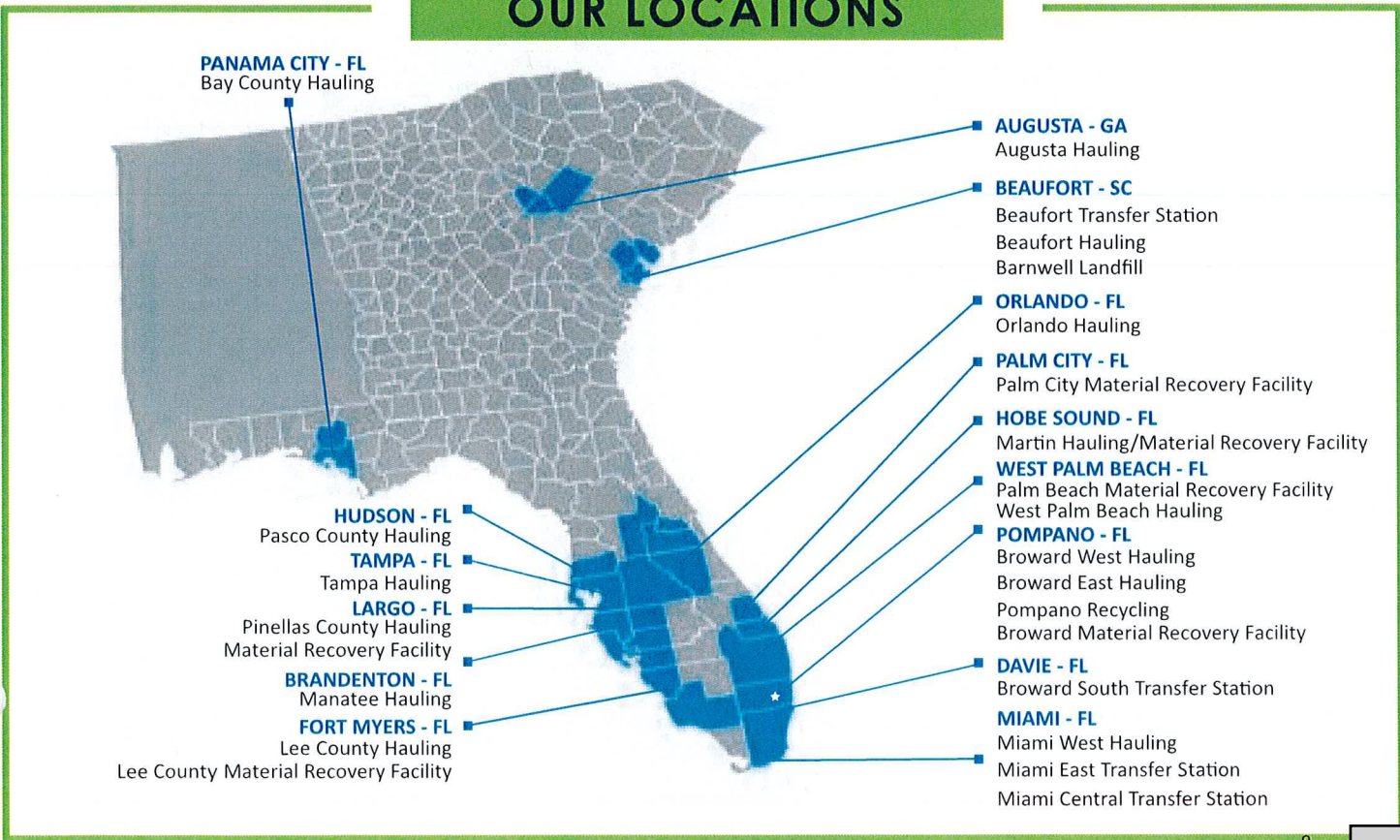
You will find an organizational chart outlining the roles of each team member, along with detailed resumes highlighting the extensive experience and qualifications of key personnel pivotal in executing the contract. Our hands-on executive leadership brings decades of successful experience to Coastal. We pride ourselves on our agility, enabling swift adaptation to the evolving needs of our customers in today's dynamic corporate and government landscape.

Given the experienced leadership within our management team, we are adept at addressing challenges that may arise. Drawing from our collective experience, we are equipped to take precise actions that yield rapid, accurate, and optimal results, ensuring the project's success.

WE ARE COASTAL



OUR LOCATIONS



LEADERSHIP TEAM



Brendon Pantano, Chief Executive Officer

Brendon is a third-generation waste management industry professional, who grew up working in his family's waste collection firm in Buffalo, New York. His 20-year experience ranges from working the back of the truck as a young man to overseeing environmental compliance and operations. It is this extensive experience, honed by both large public and private industry leaders, that led to his selection as CEO.



John Casagrande, Senior Vice President Business Development

A seasoned professional, John began his career in waste management over 45 years ago in Miami, shortly after relocating from his native New York in 1979. His career began as a humble garbage truck driver for his own company, which grew to be one of the largest privately owned organizations in South Florida. His drive and determination earned him the position as Area Vice President of Collection for industry giant Waste Management (WM), responsible for the Monroe (Key West) to St. Lucie territory.



Kristi Beaudoin, Chief Financial Officer

A finance expert with 12 years of experience in overseeing finance and accounting for waste industry companies. Most notably, she managed financial operations at Republic Services for the California, Nevada, and Arizona region. Specializing in Mergers & Acquisitions, she has played a pivotal role in achieving successful integration and blending of waste management, software, and consulting firms. She earned a BS in Accounting and an MBA from the University of Dubuque.



Dennis Pantano, Chief Operating Officer

As an accomplished, performance-focused industry professional with nearly 5 decades of experience, he has extensive knowledge and proficiency in all facets of solid waste. In his current role, he oversees all collection and post-collection activities. His hands-on experience and desire to please the customer make him an invaluable asset to Coastal Waste & Recycling.



Maurice Nalley, Chief Transformation Officer

With 28 years of leadership experience with 13 of those coming directly from the solid waste industry. Shortly after leaving the army, Maurice decided to pursue a career in transportation by obtaining his CDL and entering the industry as a driver. As his career progressed, he was introduced to all facets of the waste industry, much of which came through M&A integration. Maurice has been recognized for consistently delivering revenue growth and cost reductions through improved operating efficiencies.



Patti Hamilton, Vice President of Brand & Culture

Patti has more than 38 years of executive leadership experience focused on the areas of operations, sales, strategic marketing, business development, employee leadership advancement, and community affairs. She has held leadership roles in the waste and recycling industry for over 15 years in Florida, and has been instrumental in the strategic planning and successful execution of over 15 new municipal contract transitions.

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Local Leadership

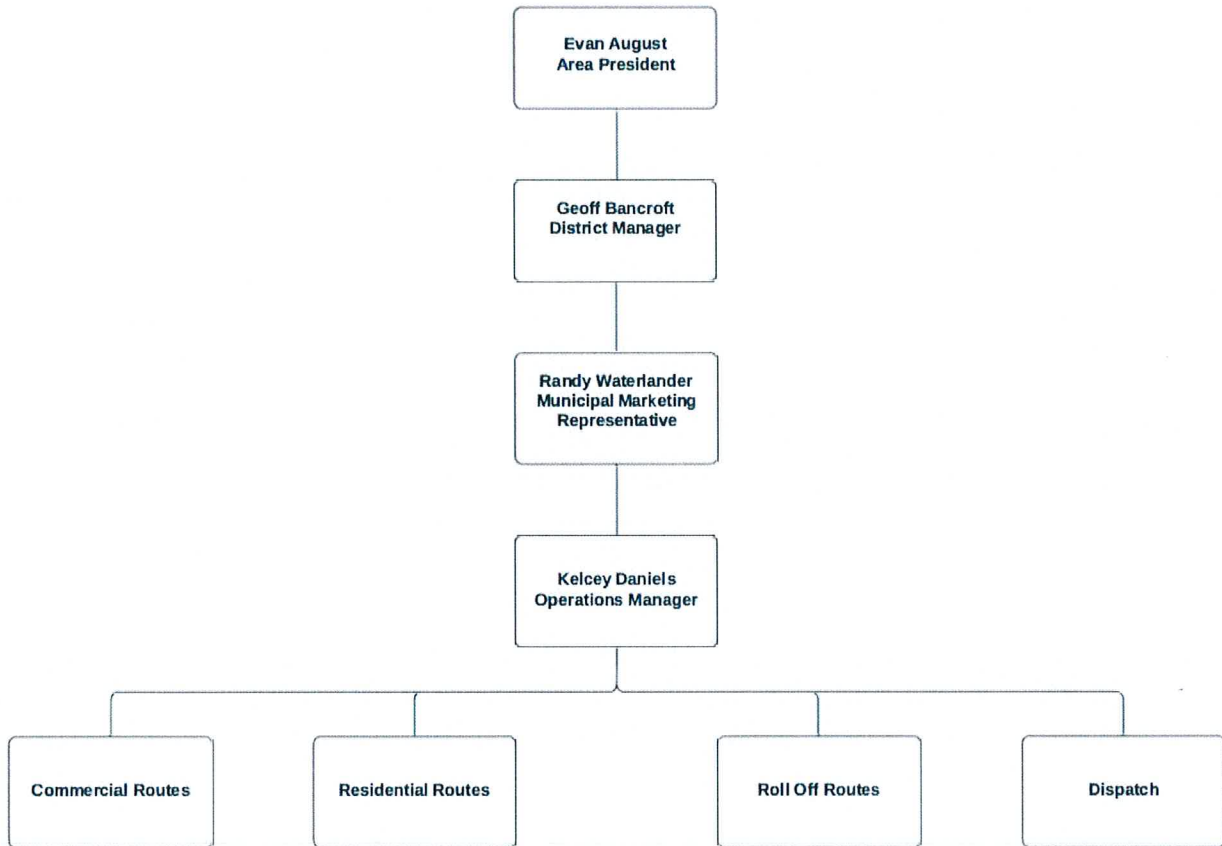
Evan August, Market Area President, Central Florida, has been with Coastal Waste & Recycling since 2023. He has 18 years of solid waste experience. At Coastal Evan is accountable for the daily hauling and recycling operations, customer service, leadership, training, business development, and full P&L responsibility for the Central Florida area which is comprised of seven operating sites to include 5 hauling divisions and 2 recycling facilities. In addition, Evan is involved in all acquisitions and new expansions for the company in the area. Before joining Coastal, Evan was with Curtis Bay Medical Waste Services. He served as Director of Operations for the Maryland privately held regulated medical waste services company. Evan's experience also expands into hazardous waste removal and disposal, having worked for two medical waste and hazardous waste removal companies in Houston and Chicago.

Randy Waterlander, Municipal Marketing Representative, has been involved in the waste industry for over fifty years in all roles and responsibilities. This includes 25 years with Waste Management from driver, route supervisor, dispatcher, operations manager, district manager, Director of Operations North Florida, Southeast Regional Chief Information Officer. VP Waste Pro Mississippi and Louisiana, and Area Market Manager Central NY - Cassella, Manager At-Large for Coastal in Central Florida Market. During this time he has managed large municipal contracts greater than 40,000 households from Boward County, City of Plantation, City of Coral Springs, City of Jacksonville, Alachua County, City of Tallahassee, City of Gainesville, Terrebonne Parish, LA, Seminole County, Lake County, Volusia County all with primary focus of providing outstanding customer service with its business partners. Randy joined Coastal in May of 2022.

Geoff Bancroft - District Manager, has 14 years of experience in the solid waste industry, beginning as a driver for Smith Disposal, which was later acquired by Advanced Disposal. At Advanced Disposal, he progressed to roles such as dispatcher and supervisor, overseeing thirty routes for the City of Pontiac, Michigan, including MSW, recycling, yard waste, and bulk pickup. He then served as General Manager for Sweeping Corporation of America in Columbia, SC, managing school and city contracts for three years. In 2023, Geoff joined Coastal Waste as Operations Manager in Augusta, GA, overseeing thirty-four routes, including those for the City of Augusta. He is now the District Manager for Coastal Waste & Recycling in Central Florida, based in Orlando.



Orange County Hauling Division





Macquarie Asset Management

125 W 55th Street New
York, NY 10022 United
States

March 20, 2024

Mr. Brendon Pantano
CEO
Coastal Waste & Recycling, Inc. 2481 NW
Boca Raton Blvd.
Boca Raton, FL 33431

Dear Brendon,

Coastal Waste & Recycling is majority owned by Macquarie Infrastructure Partners VI, L.P. ("MIP VI"), the latest North American focused infrastructure fund managed by Macquarie Asset Management (the "MIP funds"). Macquarie Asset Management is a leading asset manager with **\$602 billion** of assets under management globally. Across the MIP funds, Macquarie Asset Management has **\$25 billion** of assets under management as of December 31, 2023. MIP VI has raised over **\$5 billion** of capital to date and is targeting a total fund size of **\$7-8 billion**, which it is currently investing in infrastructure businesses (including Coastal).

In the waste sector, the MIP funds have invested over **\$5 billion** of equity capital into nine separate solid waste businesses over the last 15 years, with Coastal Waste & Recycling being the latest investment. The MIP funds have also invested over **\$1 billion** into businesses operating in Florida across the towns of Fort Lauderdale, Gainesville, Jacksonville, Sarasota, and Orlando among others. These include the current ownership of the South Broward waste-to-energy facility and prior investments in WCA Waste, Waste Industries and GFL Environmental, which were each held for various periods between May 2008 and October 2020. The MIP funds also previously owned Ceres Terminals, which had port operations in multiple sites across Florida, and currently own other Florida businesses such as Gulf & Atlantic Railways.

When the MIP funds invest in various companies, they generally retain additional capital to support potential future growth investments and have invested over **\$4 billion** in follow-on equity to fund post-acquisition growth initiatives. In the waste sector specifically, the MIP funds have made post-acquisition investments of approximately **\$1.3 billion**. MIP VI recapitalized Coastal Waste & Recycling on June 13, 2023 and via its investors has invested close to **\$900 million** of equity into the business, including **\$185 million** since the initial acquisition. MIP VI expects to continue to support the future growth of Coastal over time.

Yours sincerely,

Karl Kuchel, MIP CEO

Macquarie Asset Management (MAM) is the asset management division of Macquarie Group. MAM is a full-service asset manager offering a diverse range of products across public and private markets including fixed income, equities, multi-asset solutions, private credit, infrastructure, renewables, natural assets, real estate, and asset finance. The Public Investments business is a part of MAM and includes the following investment advisers: Macquarie Investment Management Business Trust (MIMBT), Macquarie Funds Management Hong Kong Limited, Macquarie Investment Management Austria Kapitalanlage AG, Macquarie Investment Management Global Limited, Macquarie Investment Management Europe Limited, and Macquarie Investment Management Europe S.A.

Other than Macquarie Bank Limited ABN 46 008 583 542 ("Macquarie Bank"), any Macquarie Group entity noted in this document is not an authorised deposit-taking institution for the purposes of the Banking Act 1959 (Commonwealth of Australia). The obligations of these other Macquarie Group entities do not represent deposits or other liabilities of Macquarie Bank. Macquarie Bank does not guarantee or otherwise provide assurance in respect of the obligations of these other Macquarie Group entities. In addition, if this document relates to an investment, (a) the investor is subject to investment risk including possible delays in repayment and loss of income and principal invested and (b) none of Macquarie Bank or any other Macquarie Group entity guarantees any particular rate of return on or the performance of the investment, nor do they guarantee repayment of capital in respect of the investment.

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TD Securities (USA) LLC
1 Vanderbilt Avenue
New York, NY 10017

April 8, 2024

Brendon Pantano
CEO
Coastal Waste & Recycling Inc.
2481 NW 2nd Avenue
Boca Raton, Florida 33431

In connection with Coastal Waste & Recycling Inc.'s (the "Company") participation in various RFPs, the Company has requested a letter describing the terms of the financial relationship between the Company and TD Securities (USA) LLC ("TD"). This letter is intended to document that relationship and may be used in the Company's RFP process. No party other than the Company can rely on this letter.

The Company has been a TD client since June 13, 2023 when they closed on \$430 million of Credit Facilities (including a \$155 million Revolving Credit Facility, a \$190 million Term Loan and a \$85 million Delayed Draw Term Loan). Since that time, the Company has further upsized its facilities by \$191.75 million, exceeding its original target of \$100 million due to excess commitments, bringing the aggregate size of its Credit Facilities to \$621.75 million. The upsizing was supported by the company's existing lenders, as well as three new lenders, bringing the current bank group to 13 lenders.

Based on the Company's current scale and credit metrics, we believe the Company has access to multiple debt markets to support its growth initiatives.

This letter is not intended to be and shall not constitute a commitment or undertaking by TD or any of its affiliates to underwrite, lend, or arrange financing with respect to the Company. This letter shall not create any obligation of TD or liability of TD to the Company or any other person or entity (whether by contract, in tort, in equity or otherwise), including, but not limited to, any liability for special, indirect, consequential, exemplary, or punitive damages.

TD does not assume responsibility for updating the information contained in this letter as of any date subsequent to the date of this letter, and assumes no responsibility for advising the Company or any other person or entity of any changes with respect to any matters described in this letter that may occur subsequent to the date of this letter.

Sincerely,



Alper Ilgar
Managing Director
TD Securities (USA) LLC



Proposed Services

3. Proposed Services

- A comprehensive description of the services to be provided, including:
 - Collection frequency and routes.
 - Types of waste collected (residential, commercial, yard waste, etc.).
 - Disposal methods (landfill, recycling, composting).
 - Equipment and technology to be used.

Coastal’s approach to providing services to the Town is centered around a well-structured Operation Plan. This plan includes a detailed description of the transition steps to ensure a seamless process between contractors. For maximum efficiency, Coastal Waste & Recycling is recommending a change of service days as described below. Coastal Waste & Recycling will communicate with the residents with a postcard prior to the start date.

In line with the Franchise Agreement and the Town’s mission and sustainability goals, Coastal commits to responsibly managing materials throughout the collection process. We will provide all necessary resources for garbage and recyclable material, yard waste and bulky waste collection from residential customers. Materials will be kept separate and offloaded at the appropriate disposal or processing sites. In addition, Coastal will provide all **Brand-New Recycling bins**.

Coastal’s dedication to promoting material diversion programs, such as recycling and bulky item collection, is evident through an ongoing public education program developed in collaboration with the Town of Eatonville. We have the resources and capabilities required to provide top-quality services to residents in the Town.

Coastal Waste & Recycling will be servicing this contract from our offices located at 481 Thorpe Road in Orlando, and currently runs 27 service trucks from this facility.



Rear-end Loader



Front-end Loader

Coastal will utilize a **brand-new rear load type truck** to service the Town. This vehicle will be operated by a driver and a driver/helper. Trash / Solid Waste will be collected on Tuesday. Recycling will be collected on Wednesday. We would like to change the collection of Yard Waste to Monday and collect bulk on Thursday.

Service	Truck Type	Service Day
Solid Waste	Rear Loader	Tuesday
Recycling	Rear Loader	Wednesday
Yard Waste	Rear Loader	Monday
Bulk	Rear Loader	Thursday

Disposal

Coastal Waste & Recycling will deliver the MSW (Municipal Solid Waste) to the Orange County Landfill. Recycling will be delivered to the Orange County Material Recovering Facility.

Communications Technology



Our office uses a database system called TRUX to communicate between the customer service team and Coastal's collection personnel. Any information that comes into Customer Service is entered into TRUX where a record of the call is kept, then it is immediately dispatched to the appropriate driver electronically where the driver can access the information on their tablet. The driver receives a notification about the concern and is prompted to act. Once addressed, the driver enters the resolution on their tablet and Dispatch would see it and close the loop with the customer.

Coastal tracks performance metrics to ensure all targeted response times are met or exceeded, which conforms to our business model of continual improvement.



Coastal employs two on-route systems for monitoring service: Lytx DriveCam, which is an onboard video technology, and Fleetmind, which is a GPS tracking and activity management system. However, it's our people who make all the difference. Coastal Route Supervisors, in company- issued vehicles, dressed in easily identifiable logo-bearing shirts are in the field during collection hours to monitor and support team members on the trucks, such as:

- Looking for missed pick-ups and non-compliant materials.
- Identifying and helping to permanently resolve potential route-related issues.
- Reviewing the TRUX trails (auto-tracking) to visually ensure route completion to Company and City satisfaction.
- Ensuring routes are completed and providing any required notification of such.
- Permanently resolving complaints and initiating an investigation when necessary.
- Pulling and reviewing video from GPS to verify pick-up completion.
- Following up directly with the resident personally, as appropriate, to discuss a service matter. Making a notation for the report to the City as appropriate.
- Entering repeat concern addresses on to a Hot List for additional monitoring to prevent problem recurrence.

All Coastal trucks are equipped with Lytx Drive Cam. Lytx Drive Cam is a highly rated brand of on-board video technology, with the same capabilities as Third Eye. Lytx's safety solutions provide an important component to our overall safety program as they improve driver behavior and manage the fleet while ensuring compliance and improved productivity on each route. The Drive Cam Safety Program is a video-based program designed to help improve driver performance.

CUSTOMER SERVICE

Customer service is not just a department. Customer service is one of our three core values and all Coastal employees—no matter the position—are continuously coached and trained to optimize the customer experience.

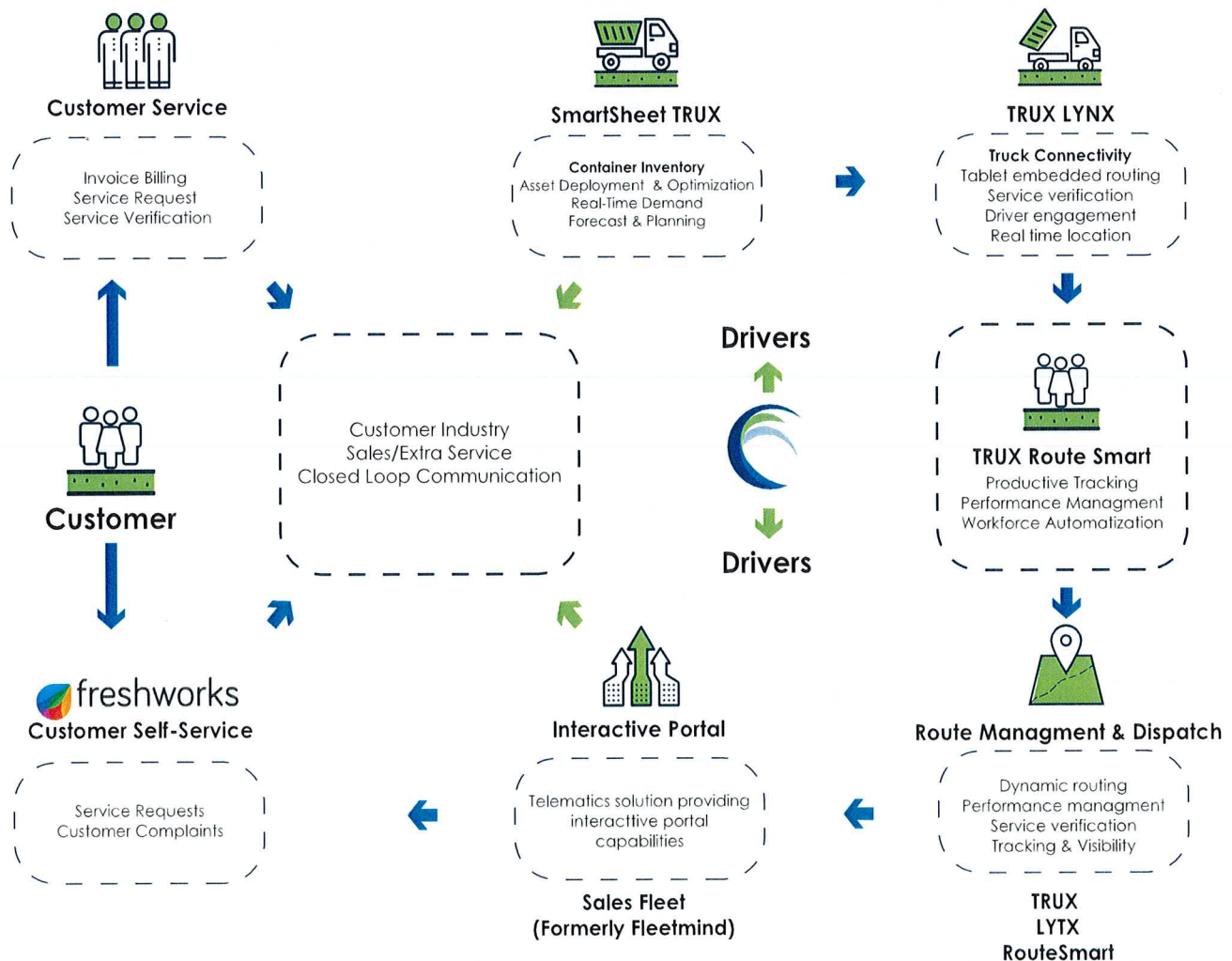
Coastal’s culture and approach to the importance of customer service are described in detail throughout this proposal. You will have a direct line to dedicated customer service representatives, the direct phone number of all Field Supervisors assigned to the contract, and a Town monitored email address for your residents.

To understand the technology Coastal uses, please see the info-graphic below that shows the functionality of each component and how they relate, followed by a brief narrative.

Coastal has invested in state-of-the-art, real-time technology to ensure our drivers have all the necessary tools and the management team can efficiently and effectively manage the process to perform at the highest level. Each technology has a distinct purpose:

- TRUX - Used to locate every residential address.
- LYTX - Driver dashboard, intelligence.
- FleetMind - Manages Carts, Records Videos, live GPS.

System Support Infrastructure and Interdependent Relationships



Recent Experience

City	Award Date	Award Start Date	Single Family Units	# of Employees
Coral Springs	3/6/24	10/1/24	28,616	48
Cooper City	12/12/23	4/1/24	10,919	8
Wilton Manors	8/23/23	10/1/23	3,507	6
Lantana	6/12/23	10/1/23	3,176	7
Pompano Beach	12/14/21	10/1/22	27,150	64
N. Miami Beach	2/8/22	6/1/22	8,400	25
Davie	1/1/21	6/1/21	25,130	22
Fort Lauderdale	8/31/20	12/1/20	39,540	9
El Portal	7/14/20	10/1/20	854	2
Broward Mun.	11/11/19	4/1/20	4,250	6
Loxahatchee	9/19/19	12/1/20	39,540	9

18

Section III. Item #1.



Transition Scorecard

10 Successful Transitions
 Waste Management – 6
 Waste Pro – 3
 Gold Medal - 1

Incumbent Employee Retention Rate
 65%

Municipality Start Up – Brand New Trucks
 142

First Month Service Performance (MPU's) / per 10,000 services
 0.018%



New Commercial Containers Delivered
 5,158

Time Spent Since Inception on Business Transition
 70%

Total Service Performance (MPU's) / per 10,000 services
 0.015%

New Residential Carts Delivered
 50,854

Pricing

4. Pricing

- A detailed breakdown of the proposed pricing structure, including:
 - Base rate.
 - Additional fees (e.g., for bulky waste, commercial services).
 - Escalation clauses (if applicable).
 - Payment terms.

Base Rate

- a. Residential Garbage Collection 1 X week
- b. Residential Recycling Collection 1 X week
- c. Residential Yard Waste Collection 1 X week
- d. Small Commercial Cart Collection 1 X week

Monthly Rate

- \$ 15.00 per residence
- \$ 5.00 per residence
- \$ 5.00 per residence
- \$ 45.00 per cart

Additional Fees

- e. And any other items that will affect the costs of the contract.

Extra Bulk Collection \$ 10.00 per yard

Font End containers, sizes 2 – 8 cubic yards for commercial accounts \$ 6.99 per cubic yard

Escalation Clauses:

Any Orange County disposal increases.

CPI based on Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000SEHG) capped at 5%.

<https://www.bls.gov/news.release/cpi.t02.htm>







Payment Terms: 30 days

Equipment and Personnel

5. Equipment and Personnel

- Information about the equipment and personnel that will be used to provide the services, including:
 - Types of trucks and equipment.
 - Number of employees.
 - Qualifications and experience of personnel.

Vehicle and Staffing Specifications

			
Vehicle Type	Vehicle Make/Model	Materials Collected	Collection Personnel
	Brand NEW 2023 or Newer Peterbilt/Mack McNeilus/Heil	Solid Waste / Recycling Yard Waste / Bulk Waste	One (1) Driver One (1) Helper
Rear-end Loader			
	Brand NEW 2023 or Newer Peterbilt/ Mack McNeilus/Heil	Commercial Solid Waste	One (1) Driver
Front-end Loader			

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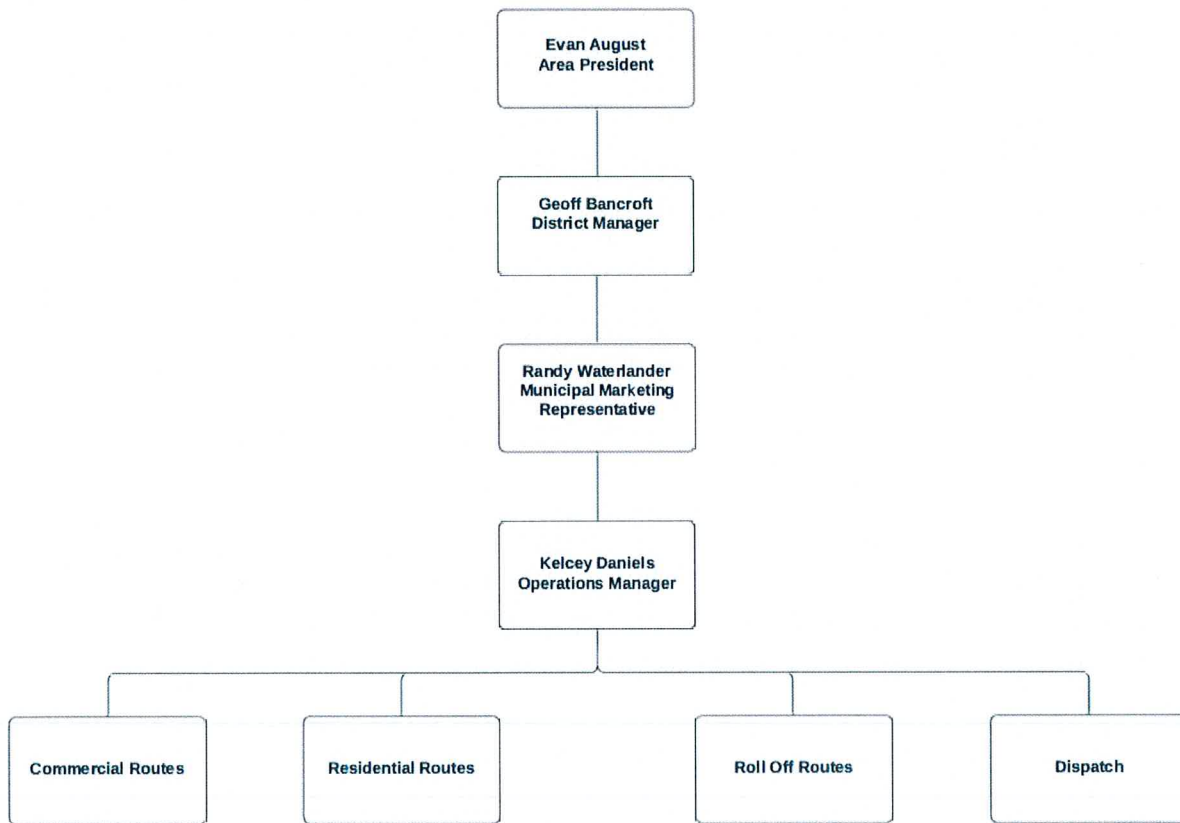
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Orange County Hauling Division



Local Leadership

Evan August, Market Area President, Central Florida, has been with Coastal Waste & Recycling since 2023. He has 18 years of solid waste experience. At Coastal Evan is accountable for the daily hauling and recycling operations, customer service, leadership, training, business development, and full P&L responsibility for the Central Florida area which is comprised of seven operating sites to include 5 hauling divisions and 2 recycling facilities. In addition, Evan is involved in all acquisitions and new expansions for the company in the area. Before joining Coastal, Evan was with Curtis Bay Medical Waste Services. He served as Director of Operations for the Maryland privately held regulated medical waste services company. Evan's experience also expands into hazardous waste removal and disposal, having worked for two medical waste and hazardous waste removal companies in Houston and Chicago.

Randy Waterlander, Municipal Marketing Representative, has been involved in the waste industry for over fifty years in all roles and responsibilities. This includes 25 years with Waste Management from driver, route supervisor, dispatcher, operations manager, district manager, Director of Operations North Florida, Southeast Regional Chief Information Officer. VP Waste Pro Mississippi and Louisiana, and Area Market Manager Central NY - Cassella, Manager At-Large for Coastal in Central Florida Market. During this time he has managed large municipal contracts greater than 40,000 households from Boward County, City of Plantation, City of Coral Springs, City of Jacksonville, Alachua County, City of Tallahassee, City of Gainesville, Terrebonne Parish, LA, Seminole County, Lake County, Volusia County all with primary focus of providing outstanding customer service with its business partners. Randy joined Coastal in May of 2022.

Geoff Bancroft - District Manager, has 14 years of experience in the solid waste industry, beginning as a driver for Smith Disposal, which was later acquired by Advanced Disposal. At Advanced Disposal, he progressed to roles such as dispatcher and supervisor, overseeing thirty routes for the City of Pontiac, Michigan, including MSW, recycling, yard waste, and bulk pickup. He then served as General Manager for Sweeping Corporation of America in Columbia, SC, managing school and city contracts for three years. In 2023, Geoff joined Coastal Waste as Operations Manager in Augusta, GA, overseeing thirty-four routes, including those for the City of Augusta. He is now the District Manager for Coastal Waste & Recycling in Central Florida, based in Orlando.

Evan J August

Coastal Waste & Recycling

2023 - Present

Market Area President

- Oversee market strategy, P&L performance, capital allocation, asset utilization, compliance, operations, safety, customer experience and employee engagement.
- Responsible for the operations and financial success of several locations contained in the Central Florida market with service offerings in both the hauling and post collection lines of business.
- Responsible for developing and implementing procedures and systems for personnel to operate in a safe, efficient and cost-effective manner
- Creates and monitors budget and operating metrics while diagnosing and improving profit, processes and return on investment. Develops short-term and long-term goals and action plans in conjunction with the District Managers
- Partners with local city, municipal and county agencies to ensure Coastal Waste & Recycling is providing top notch customer service and identifies ways to improve services.

Curtis Bay Medical Waste Services, Baltimore, MD

2018 - 2023

Director of Operations

Curtis Bay is a privately held regulated medical waste services company that operates the largest medical waste incinerator in North America and has multiple other processing facilities and transfer stations from the east coast to the mid-west. Revenue has grown from 48.3 million in 2018 to almost 140 million currently. I have P&L responsibility, Safety, Fleet Management, Route Optimization, Training, and plant production responsibilities.

Daniels Health, Chicago, IL

2010 – 2018

Director of Operations - Southeast

Daniels is a worldwide reusable sharps container and medical waste organization with annual revenues of \$245 million. Managed the largest region in the U.S., financially and geographically. The region covered the Southeast and had annualized revenues of \$20 million. Increased revenue by \$6 million and reduced operating expenses by \$1 million. Full P&L responsibility to include developing annual operating and capital expenditure budgets for ALL locations in the U.S. Analyze and approve all Cost Business Analysis forms for new business to assess profitability and ensure the required margin is met. Performed property searches, permitting, designing, managing construction, and staffing for 6 plants and 2 transfer stations across the U.S. Lead a Team of 10 direct report managers and 100 indirect supervisors and hourly employees. Lead the company in retention, productivity, safety, revenue, and profit.

MWI/Medserve Inc., Houston, TX

2006 – 2009

Division Manager

Medserve was a medical and hazardous waste company based in Houston, TX, with annual revenues of \$50 million and was acquired by its largest competitor in December 2009. Responsible for growing the Southeast Division from \$1.3 million and a “negative” EBITDA, to \$3 million annual revenue with a 38% EBITDA over a 2-year period. Had full P&L responsibility and developed the annual operating and capital expenditure budgets and presented them directly to the Board of Directors.

Randy Waterlander

Coastal Waste & Recycling**March 2022 - Present***Municipal Marketing Representative*

- Oversees personnel needs of the route sites including selecting, coaching, disciplining and training employees and evaluating employee performance. Responsible for termination, compensation and promotion decisions.
- Partner with local city, municipal and county agencies to ensure Coastal's providing superior customer service, and identifies ways to improve services.
- Executes necessary precautions to ensure safety and compliance with Coastal, DOT, OSHA and other standards and regulations.
- Responsible for developing and implementing processes and procedures for personnel to operate in a safe, efficient and cost effective manner.
- Develops short-term and long-term goals and action plans in conjunction with Area President.
- Has P&L and capital responsibility for the District. Participates in regular P&L reviews to ensure budgets are met; develops and implements programs for optimal equipment utilization, equipment maintenance, and labor and material costs.
- Manage residential contracts and commercial franchises for the Area of Central Florida and South West Florida
- Conduct safety meetings, route observations, and coach drive cams leading to improved safety results
- Perform reroutes to ensure our customers are being serviced safely and efficiently

Casella Waste Systems**2019 - 2021***Central NY Market Manager*

- Oversaw and managed 6 locations operations, exceeding budgeted EBIT
- Dramatically improve safety record including DOT results.
- Extended Cornell University contract.

Waste Pro**2015 - 2019***Vice President of LA and MS*

- Marketed and managed 8 locations operations and sales.
- Improved EBIT at all locations; while extending municipal contracts.

Progressive Waste Solutions**2005 - 2015***Division Manager - Central FL*

- Managed 4 large locations operation and sales in Orlando, FL area.
- Recognized twice by nationally for EBIT sustainability excellence.
- Excellent safety results through consistence safety practices.

Waste Management - North Florida**1978 - 2005***Director of Operations*

- Oversaw 11 hauling 4 transfer stations and 3 landfills,
- RCIO - SE Region responsible all technology implementation 5 yrs.
- Operated and managed large MRF 3 yrs.
- Pricing manager and Safety director 11 hauling locations.
- Held a variety of positions starting from driver.

Robert Bancroft

Coastal Waste & Recycling

April 2023 - Present

District Manager

- Oversee day-to-day operations of the transportation, hauling and support operations, ensuring superior customer service.
- Formulates, manages and monitors operating metrics while diagnosing and improving processes, procedures, operational and customer service performance.
- Ensures thorough root cause investigations for all incidents/injuries and follows up with needed training, discipline, retraining, reporting.
- Participates regularly in review of Operations department, including assisting with selection, coaching, employee discipline, performance evaluation and training.
- Formulates both short-term and long-term goals and action plans in conjunction the Division/District Manager(s), Facility Manager and RVP.
- Interacts with local city, municipal, and county agencies to enhance business relationships, promotes community involvement and ensures customer satisfaction.
- Assists with development, implementation, and coordination of safety programs for the Division/District, and monitors work processes, procedures and expenses required to drive team performance, achievement goals while proactively working to reduce risk.
- Conduct weekly route observations to confirm compliance with high standards of customer satisfaction and safety goals.
- Provides oversight for all operational safety related training and mentors field operational supervisors in safety processes.
- Analyzes work and seasonal demand on a daily basis to determine appropriate staffing levels and task execution.

Sweeping Corporation of America

October 2020 – April 2023

Branch Manager

Advanced Disposal

February 2019 – October 2020

Operations Supervisor

Advanced Disposal, Clarkston, MI

**January 2018 - February 2019
September 2017 – January 2018**

Dispatcher

Recycle Driver

Smith Disposal, Clarkston, MI

August 2010 - September 2017

Recycle Driver

Safety and Environmental Compliance

6. Safety and Environmental Compliance

- A description of the bidder's safety procedures and environmental compliance measures.

Fleet Compliance Policy and Management Objectives

It is the policy of **Coastal Waste & Recycling**, to conduct all operations as safely and as efficiently as possible.

As an operator of **DOT regulated motor vehicles**, we have the ultimate responsibility to perform our work and driving skills in a professional manner. It is our duty and moral responsibility to drive in a manner that reflects a genuine concern for the safety of the motoring public.

To accomplish this, we are assigning the responsibility for loss prevention to every individual representing the company, including drivers, dispatchers, Operations Manager, administration, and management.

Management will be responsible for administering and expecting a total loss prevention effort from every employee and company representative to ensure that loss prevention standards are met throughout the organization, daily.

Every person in the entire organization, regardless of their position or function within the company, has the responsibility of performing his or her job in a safe and efficient manner. Those individuals who violate safety policies or regulations are subject to disciplinary actions up to and including termination.

It is the management objective of **Coastal Waste & Recycling** to substantially reduce, and control adverse effects associated with violations, accidents, and driver injuries. In addition, we have found the same method of accounting for: reduced operating costs, reduced maintenance costs, increased efficiency, and better customer service.

Coastal Waste & Recycling is making loss prevention a major company objective. In turn, management controls are being implemented to ensure achieving the goal of being a safe and efficient provider of service and operator of motor vehicles in this industry.

This is not just another safety program. It is an approach to a management opportunity. Loss prevention will be treated in the same manner as any other management opportunity; this is, exercising direction and control to accomplish our objectives; the control of loss due to accidents or other unwanted incidents, including violating safety regulations and policies.

Coastal Waste & Recycling has developed a safety plan in efforts to continually improve our safety performance. Coastal Waste & Recycling's foremost goal is for every Coastal Waste & Recycling employee to work accident and injury free. There is extra emphasis on the reduction of trends that lead to OSHA recordable injuries and vehicle accidents. Coastal Waste & Recycling is committed to some key objectives in order to achieve this goal. Benefits of reaching our safety goals will include:

- No injuries to our employees and the public
- No damage to trucks, property, or the environment
- Culture that puts safety in the forefront of everything we do
- Full commitment and accountability by all employees
- Defensive driving practiced at all times.
- Providing all employees with the tools to be successful
- Competent trained workers who understand safe work practices
- Continuous improvement in our safety training and awareness
- Identification and mitigation to hazards

- Properly maintained trucks.
- Full investigations on all incidents and near misses
- Open communication and feedback regarding incidents and safety concerns
- Continual improvement to safety stats, including TRIR, and VIFR

Our current key objectives are listed below:

1.) TRAINING/PROGRAMS:

- a. Employees receive job specific safety training every day in daily crew out meetings. Employees are continually trained and retrained in Safe Work Practices.
- b. New driver and new post collection safety onboarding program developed and implemented at all districts.
- c. Employees are trained in Smith System defensive driving training by internal Smith System certified trainers.
- d. Employees receive continual safety observations and coaching from the management team in their work environment.
- e. A summer Safety plan is implemented during the summer months to prepare and train our employees for hazards relating to the summer months.
- f. Site Hazard Assessment Program developed and used to mitigate hazards at new and existing customer locations.
- g. The Company Safety Committee is represented by all lines of business across the organization.
- h. 2022 District safety goals have been developed and distributed monthly to the districts to focus on continual improvement. Districts not meeting goals are placed on a priority review audit.
- i. All Incidents are presented weekly to the safety department, senior leadership, and the entire company management teams. Districts share incident presentations with employees to prevent future recurrence.

2.) STAFFING:

- a. Increased focus on hiring and employee retention to keep hours of service at an acceptable level.

3.) TECHNOLOGY:

- a. Drive Cam camera systems installed in all Coastal Waste & Recycling refuse trucks. Employees are held accountable and coached on defensive driving. Cameras have new technology that utilizes artificial intelligence to monitor the driver and provide real time audible alerts so drivers can correct behavior in real time.
- b. Applicable safety devices are maintained in refuse trucks and yellow iron equipment. This includes back up alarms, back up cameras, hoist, and arm alarms.
- c. Company utilizes a safety and environmental software system called EHS Insight to utilize for incident reporting, safety observations, inspections, and recordkeeping.
- d. The company uses Concorde to comply with all relevant Department of Transportation (DOT) protocols and standards.
- e. The company provides applicable personal protective equipment to the employees.

4.) INSPECTIONS:

- a. Employees conduct pre/post trip inspections daily on refuse trucks and heavy equipment.
- b. Districts complete safety lane inspections to inspect trucks with drivers and maintenance techs on a weekly basis.
- c. Facility Inspections are completed monthly by management.
- d. Safety department conducts routine.

5.) CONTINUOUS REVIEW – We are continuously making enhancements to our current safety program. Through our audits and inspections, we can ensure our policies and safe work

practices are being followed. We can identify any deficiency and implement corrective actions to prevent reoccurrence. Our incident investigation process determines root causes, corrective actions and is shared company wide.

The benefit to our goals includes the safety of all personnel and the public, the protection of the environment and protection of physical assets. Our key objectives reinforce our commitment to reducing the frequency and severity of accidents and injuries by careful analysis and proactive safety management.

The Company sets monthly and annual measurable goals. Each objective or improvement plan is tracked and measured for its success. Continuous feedback during our implementation of new or revisited programs/plans is welcomed by all employees in our organization.

Emergency Response Plan

7. Emergency Response Plan

- A plan for handling emergencies, such as natural disasters or equipment failures.

Natural Disaster Events

As the first storm is forming off the coast of Florida, Coastal Waste & Recycling's professionals will be assessing equipment and labor for the upcoming season. Coastal Waste & Recycling has an expanded fleet of trucks which include bobcats, roll offs, automated side loaders, rear loaders, front end loaders, and grapple trucks. Coastal Waste & Recycling is committed in continuous service before and after a natural disaster.

Coastal Waste & Recycling's service depends on the Orange County Disposal facilities service hours.

Regular garbage, recyclable pickups and bulk pick-up services will continue on a regular schedule as long as it is safe to do so, and roadways are clear of debris. After the "all clear" has been given by the County Emergency Management's Office, Coastal Waste & Recycling will commence the regular garbage pick-up schedule.

Coastal Waste & Recycling is dependent on whether the disposal facility is operational, and the County allows for the trucks to enter the facility.

Spill Plan

Collection trucks carry a variety of liquids including fuel, hydraulic oil, motor oil, coolant, and diesel exhaust fluid (DEF). Spills from vehicles can occur due to accidents, rollovers, broken hoses, and ruptured fittings. The following procedures are put in place at Coastal Waste & Recycling to prevent and respond to spills on route.

SPILL PREVENTION PROCEDURES

- Trucks to be inspected for leaks:
 - By drivers, every morning during crew out pre-trip inspections, continually throughout the day on route, then again during post-trip inspections.
 - By maintenance during daily walkarounds, morning pre-trip inspections, PMS and after trucks are in the shop for write ups.
 - By management during morning crew out inspections, daily walk arounds, safety lane inspections, and during safety observations.
 - Inspections include a visual review of tanks, hoses, and fittings to identify any leaks. All leaks need to be immediately repaired.
- All trucks to be equipped with spill kits. The spill kit is to be inspected every morning during pre-trip inspection. A truck will not leave the yard if it does not have the proper spill kit.
- All containers to be inspected for leaks before leaving the customer's property. If a leak is observed, the container is not to be transported.

IN THE EVENT OF A SPILL

- Trucks do not leave the yard if a spill is observed.
- If a spill occurs on route:
 - Immediately pull the vehicle over to a safe location.
 - Close main fluid control valve (as equipped) to stop the source of the spill.
 - Keep spills out of storm drains, ditches, creeks, and other waterways.
 - Contact management immediately.
 - Wear the proper PPE.
 - Use absorbent materials in the truck's spill kit and/or other nearby materials to contain the spill.
 - Dirt, cardboard, trash, etc.

NOTIFICATION PROCEDURES

- Drivers to notify management immediately in the event of a spill.
- Supervisors to report spill in EHS Insight.
- Management to coordinate with local third-party spill response if needed.
- Management notify EPA of spills that meet reportable quantities. See reporting to EPA below.

Equipment Failures

Coastal Waste & Recycling has an agreement with several truck rental companies that can accommodate Coastal with the necessary equipment for the service of the Town of Eatonville. In addition, Coastal Waste & Recycling has several vehicles available that can assist the Town of Eatonville if the two vehicles assigned to the service of the Town are non-operational. Coastal has several facilities within hours of Eatonville that can assist with the operation of services for Eatonville.

References

8. References

- A list of references who can attest to the company's capabilities and performance.

■ CITY OF POMPANO BEACH - Residential, Multi-family and Commercial

Exclusive Franchise

Contact:

Russell Ketchem, Director of Environmental Services
1190 NE 3rd Ave., Pompano Beach, FL 33060
(954) 786-4030 / russell.ketchem@cpbfl.com



27,150 Homes



Curbside Automated Solid Waste, Recycling & Bulk Collection



Commercial - 1.2 million cubic yards/year



Contract Value - \$33,100,284 Annually (primary provider)

Contract Type:

Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with front-end loaders and roll-off vehicles.

Service Frequency:

- Twice Weekly Collection of Residential Solid Waste
- Weekly Collection of Yard, Bulk and Recycling

Duration:

October 1, 2022 – September 30, 2027

■ TOWN OF DAVIE - Residential, Multi-family and Commercial

Exclusive Franchise

Contact:

Phillip Holste, Assistant Town Manager
8800 SW 36th Street, Davie, FL 33328
(954) 797-1041/pholste@davie.fl.gov



24,728 Homes



Curbside Automated Solid Waste & Monthly Bulk Collection



Commercial - 600,000 cubic yards/year



Contract Value - \$20,827,911 Annually (primary provider)

Contract Type:

Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with front-end loaders and roll-off vehicles.

Service Frequency:

- Twice Weekly Collection of Residential Solid Waste
- Monthly Collection of Bulk and Recycling

Duration:

June 1, 2021- December 31, 2030

■ CITY OF FORT LAUDERDALE - Residential Collection

Contact:

Melissa Doyle, Program Manager
949 NW 38th St., Fort Lauderdale, FL 33309
(954) 828-6111/mdoyle@fortlauderdale.gov



40,218 Homes



Curbside Automated Collection (Recycling)

Contract Type:

Residential collection services with automated and semi-automated vehicles.

Service Frequency:

- Weekly Collection of Residential Recycling

Duration:

December 1, 2020 – July 30, 2023



Contract Value - \$1,916,000 Annually (primary provider)

■ BAY COUNTY - Residential Collection

Subscription Collection

Contact:

Cassie Allen, Solid Waste Accounts Specialist
(805) 233-5064/callen@baycountyfl.gov

Contract Type:

Residential collection with automated, semi-automated and clam shell type vehicles. Commercial collection with front-end loaders and roll-off type vehicles.

Service Frequency:

- Twice Weekly Collection of Residential Solid Waste
- Every Other Week Collection of Residential Recycling
- Monthly Collection of Bulk

Duration:

N/A



21,706 Homes



Curbside Automated Solid Waste



Contract Value - N/A

■ CITY OF NORTH MIAMI BEACH - Residential, Multi-family and Commercial

Exclusive Franchise

Contact:

David Scott, Deputy City Manager
17011 NE 19th Ave. North Miami Beach, FL 33162
(305) 947-7581 ext. 7925/david.scott@citynmb.com

Contract Type:

Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with front-end loaders and roll-off vehicles.

Service Frequency:

- Twice Weekly Collection of Residential Solid Waste
- Every Other Week Collection of Recycling
- Monthly Collection of Bulk

Duration:

June 1, 2022 – May 31, 2029



8,415 Homes



Curbside Automated Solid Waste, Recycling and Monthly Bulk Collection



Commercial - 360,000 cubic yards/year



Contract Value - \$11,075,409 Annually (primary provider)

■ BROWARD CO. MUNICIPAL SERVICES DIST - Residential, Multi-family and Commercial

Exclusive Franchise

Contact:

Andres Conde, Solid Waste Collection Administrator
1 North University Dr., Plantation FL 33324
aconde@broward.org

Contract Type:

Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with front-end loaders and roll-off vehicles.

Service Frequency:

- Twice Weekly Collection of Residential Solid Waste
- Weekly Collection of Residential Recycling
- Monthly Collection of Bulk

Duration:

October 1, 2020 – September 30, 2025



4,700 Homes



Curbside Automated Solid Waste, Recycling and Bulk Collection



Commercial - 43,568 cubic yards/year



Contract Value - \$1,631,124 Annually (primary provider)

■ CITY OF AUGUSTA- Residential Collection

Contact:

Becky Padgett, Contract Manager Environmental Services
4330 Deans Bridge Rd., Blythe, GA 30805
(706) 821-1079/bpadgett@augustaga.gov

Contract Type:

Residential collection with automated, semi-automated and clam shell type vehicles. Commercial collection with front-end loaders and roll-off type vehicles.

Service Frequency:

- Weekly Collection of Residential Solid Waste, Recycling and Bulk

Duration:

October 1, 2013 – December 31, 2025



40,919 Homes



Curbside Automated Solid Waste, Recycling and Weekly Bulk Collection



Contract Value - \$8,100,000 Annually

■ CITY OF HIALEAH - Residential Collection

Contact:

Yasmani Diaz, Superintendent of Solid Waste
3700 W. 4th Ave., Hialeah, FL 33012
(305) 687-2616/cityclerk@hialeahfl.gov / ydiaz@hialeahfl.gov

Contract Type:

Recyclables Collection with automated vehicles.

Service Frequency:

- Every Other Week Collection of Residential Recycling

Duration:

April 1, 2018 – September 30, 2024
Plus one (1) four-year renewal option



38,623 Homes



Curbside Automated Recycling Collection



Contract Value - \$1,060,475 Annually (primary provider)

■ CITY OF OLDSMAR - Residential, Commercial and Industrial Collection

Exclusive Franchise

Contact:

Cindy Nenko, Administrative Services Director
100 State St. W., Oldsmar, FL 34677
(813) 749-1105/onenko@myoldsmar.com

Contract Type:

Residential collection services with automated and rear-end load vehicles.

Service Frequency:

- Twice Weekly Collection of Residential Solid Waste
- Weekly Collection of Residential Recycling, Yard Waste and Bulk

Duration:

October 1, 2021 – 2026
Plus (2) 5 years renewals



4,328 Homes



Curbside Manual Solid Waste, Yard Waste, Bulk and Automated Collection (Recycling)



Contract Value - \$2,400,000 Annually



Public Works Department
SOLID WASTE AND RECYCLING SERVICES
1 N. University Drive, Suite 400 • Plantation, Florida 33324 • 954-765-4999 • FAX 954-577-2391

Date: July 7, 2023
To: Whom it may concern
From: Andres Conde, Solid Waste Collections Administrator
Subject: Letter of Recommendation for Coastal Waste & Recycling

I am writing on behalf of Coastal Waste & Recycling who has been our solid waste and recycling service provider since April 2020. Coastal provides solid waste, recycling and bulk collection services to over 4,000 residential units and approximately 200 commercial customers throughout the Broward Municipal Services District (unincorporated areas of Broward County). To date, we are very pleased with the services Coastal has provided.

The transition from the previous service provider to Coastal was seamless. There were no interruptions in collection services. The Coastal team was well prepared and did an excellent job. At the commencement of the contract, a new residential solid waste, recycling and bulk collection schedule was introduced which streamlined operations. The new schedule reduced time, traffic and the overall carbon footprint of the Broward Municipal Services District. Coastal’s customer service related to responding to complaints, delivering carts, or making themselves available for special, last minute service requests is invaluable. As of this letter, they are timely, responsive and display a notion of customer care. Even as Coastal continues to grow, our services continue to be exceptional.

Coastal’s professionalism and customer service is greatly appreciated.

Thank you,

Andres Conde - Solid Waste Collections Administrator
Broward Municipal Services District

To Whom It May Concern:

This is attached to my reference form for Coastal as I cannot say enough good things about them—they are a true partner in every way and you get immediate response, from customer service staff to the very top management of the company. We have little to no resources here and they very often step up to fill the gap. They take calls at any time, early, late, nights and weekends from residents, staff and Council. They have robust communications and public education/outreach and have “boots on the ground” supervisors in the field. While they have added a number of clients these past two years, there has been no disruption in our services.

I have been honored to be a reference for the company in many solicitations, ranging in size from very small organizations to very large such as Hillsboro County. Perhaps most pertinent to your selection process is the company’s relentless commitment to service and a “do whatever it takes” approach to transition.

I would also point out that I have worked with the principals of the company throughout my career beginning in Wellington in the nineties. Mr. Casagrande was part of the original transition team in Wellington when we took Solid Waste services back from the County following incorporation and built a program that appears to have stood the test of time. In addition to my favorable experience with Mr. Casagrande in Wellington, I also worked closely with him in Delray Beach, and again, can only say the very best about his ability to effect a very smooth transition and meet & exceed expectations in a very diverse and demanding environment. In the time that we worked together, Mr. Casagrande has been the key man in leadership of several well-known firms including Waste Management serving both Wellington and Delray Beach. That said, you will find many wonderful similarities to Waste Management yet far more agility and accessibility should you select Coastal.

Please let me know if you need any additional information. Good luck with your selection process!!!



Francine L. Ramaglia, CPA, AICP, ICMA-CM | Town Manager |
Loxahatchee Groves, FL | 561-277-2153





ADMINISTRATION DEPARTMENT
8800 SW 36TH STREET • DAVIE, FLORIDA 33328
PHONE: 954.797.1034 • FAX: 954.797.2061 • WWW.DAVIE-FL.GOV

June 22, 2023

John Casagrande
VP Business Development
Coastal Waste and Recycling
2481 NW 2nd Avenue, Boca Raton, FL 33431

RE: Town of Davie's Successful Partnership with Coastal Waste & Recycling

To Whom It May Concern,

In June 2021, the Town of Davie (Town), a municipality of 107,000 residents and over 5,500 businesses transitioned from a prior long-serving solid waste company to Coastal Waste & Recycling (Coastal) as our solid waste provider. The transition was intricate in that it included an overall change in services including waste collection service days, bulk pickup days, new residential solid waste containers, new service days for the business community, and new policies for the solid waste program. Nevertheless, Coastal was able to complete a successful transition and has continued to meet and exceed the Town's performance expectations.

A transition of this magnitude took a lot of time, planning, and most importantly, a partner organization that was invested in ensuring that the process was carried out seamlessly. In so doing, benchmarks and goals were set to ensure that the impact on the community was minimal. As such, several months prior to the transition, Coastal and Town personnel met on numerous occasions to discuss the new routes, bulk maps, Town service areas, garbage container swap-outs, adjusting the commercial/business containers, and most importantly, communication with the community.

For the past two years, the collective goals instituted have provided the framework for the successful partnership between the Town and Coastal. The designated contacts for the respective solid waste fields including residential, commercial, and billing have proven time and time again to be helpful in resolving customer issues. Another key element that we have seen really drive the community's positive interaction with Coastal is the consistency in addressing concerns promptly.

The designated Coastal route managers, drivers, and customer service teams have continually provided enhanced service and customer-facing experiences in the community which are vital when establishing positive connections with our community.

Coastal's proactive approach to providing exemplary services and addressing the solid waste needs in the community is evident in the way they carry out business day-to-day.

The Town is proud of our partnership with Coastal and looks forward to our continued relationship that benefits the residents and businesses of Davie.

Should you have any questions or need to dialogue further, do not hesitate to contact me at pholste@davie-fl.gov or 954-797-1041.

Sincerely,

Phillip R. Holste
Assistant Town Administrator/CRA Director

VILLAGE HALL
500 NE 87TH ST
EL PORTAL, FL 33138
CHRISTIA E. ALOU, ESQ.
VILLAGE MANAGER



MAYOR OMARR C. NICKERSON
VICE MAYOR LUIS M. PIRELA
COUNCILPERSON ANDERS URBOM
COUNCILPERSON ANNA LIGHTFOOT-WARD
COUNCILPERSON DARIAN MARTIN

July 7, 2023

Letter of Recommendation Coastal Waste and Recycling

To Whom It May Concern:

As the Village Manager of the Village of El Portal, I write this letter of recommendation for Coastal Waste and Recycling (Coastal). Coastal was selected by the Village after a competitive bid in July 2021. Coastal, as the recycling contractor with Miami Dade County, has also been the Village of El Portal's recycling service provider for the past several years. With our account manager, Eileen Damaso, we have conducted several community education programs with our Village Council and Administration and provided special circumstances assistance to our residents. We have worked well with Coastal Waste and Recycling to address emergency conditions, special requests made by our residents, and keeping the Village of El Portal beautiful. The Village has been very happy with Coastal's service and customer service.

I welcome any questions you may have regarding Coastal Waste and Recycling.

Sincerely,

Christia E. Alou, Esq.
Village Manager



July 7, 2023

RE: Letter of recommendation for Coastal Waste & Recycling of Florida, Inc.

To Whom It May Concern:

Coastal Waste and Recycling of Florida, Inc. (Coastal) provides curbside recycling service to the City of Fort Lauderdale under contract 12412-803 *Curbside Residential Recycling Services*. This contract has been in effect and in good standing since December 1, 2020.

Under contract 12412-803 *Curbside Residential Recycling Services*, Coastal provides once weekly curbside recycling service to more than 38,000 Fort Lauderdale properties. Included in their service are all cart shop related activities, including cart deliveries, repairs, exchanges and removals. Coastal has proven themselves to be an incredible service partner. Their missed pick-ups are extremely low- with less than 10 being recorded monthly. Additionally, they provide cart services typically within 48 hours of a request being made, exceeding their contractual obligation to provide services within 5 days.

Coastal transitioned services in December 2020 from an under-performing incumbent vendor. Not only were they successful in cleaning up what was incomplete behind this vendor, but they also successfully rerouted the City from a 6-day per week schedule to 5-days per week. The local management team was instrumental in this successful transition, reaching out to staff daily to make sure any issues were addressed immediately before they became larger problems.

Coastal has been a valued partner during normal operations as well as in times of emergency such as tropical storms, hurricanes and recent flooding events. They have extended their commitment by participating in community events, like the annual Big Toy and Truck Show, where they distributed children's "recycle driver" shirts and provided other giveaways to children as a means to reinforce the importance of recycling and truck safety.

From transparent communications, to going the extra mile in delivering carts that have been swept away during storm events, Coastal simply rolls up their sleeves and gets to work. There are no excuses. There are no extraordinary asks. They simply get the job done.

Should you have any questions, please contact me at mdoyle@fortlauderdale.gov or (954) 828-6111.

Sincerely,

Melissa Doyle

Division Manager- City of Fort Lauderdale

July 26, 2023

To Whom it may Concern:

I am writing this letter to express my support and satisfaction with Coastal Waste & Recycling, the solid waste provider for the City of Oldsmar. As the Accounting Administrator of the city, I have had the opportunity to observe their services during the past two years of our five-year contract.

Coastal Waste & Recycling has been responsible for managing our City's solid waste and recyclable materials collection and disposal, encompassing residential and commercial curbside pickup, commercial front load pickup, as well as roll-off services. Overall, we have been satisfied with the level of service they have delivered.

During the two years of our ongoing contract, we have encountered several changes, including the transition from our old hauler and the subsequent acquisition of Orion Waste Solutions by Coastal Waste & Recycling. As with any organizational change, these transitions introduced challenges, and one of the most notable hurdles we faced was staff turnover. Despite this, we are fortunate to have attentive Operations Supervisors on the front line who display remarkable efforts to maintain service quality and reliability.

Throughout our partnership, Coastal Waste & Recycling's customer service team has been attentive and responsive to our queries and concerns. They demonstrate their commitment to effective communication by engaging in weekly status meetings with our team. These meetings have proven to be invaluable in keeping both parties on track and fostering a proactive approach to resolving any potential issues.

As we enter year three of our contractual agreement, I am confident that Coastal Waste & Recycling will continue to build upon their achievements and further enhance their services. I am pleased to recommend Coastal Waste & Recycling as a solid waste provider to other municipalities or organizations. We look forward to the continued success of our partnership.

If you require any further information or assistance, please do not hesitate to contact me. Thank you for your ongoing commitment to serving the needs of our city and for being an outstanding partner in waste management.

Sincerely Yours,



Amy Ratliff
Accounting Administrator



Russell S. Ketchem
Director of Environmental Services

City of Pompano Beach, Florida
1190 NE 3rd Avenue, Bldg. B., Pompano Beach, Florida 33060
Phone: 954.786.5516 | Email: Russell.Ketchem@copbfl.com

10 July 20223

To whom it may concern,

Re: Letter of reference for Coastal Waste & Recycling Inc.

As Director of Environmental Services and on behalf of the City of Pompano Beach, I submit this letter of recommendation and reference for Coastal Waste & Recycling.

The City of Pompano Beach recently awarded a contract and entered into an exclusive franchise agreement with Coastal Waste & Recycling. The contract began on October 1, 2022. Coastal provides residential solid waste collection twice a week, residential recycling once a week, and residential bulk once a week. In addition, they provide collection to all multifamily and commercial properties up to seven days a week.

Coastal accomplished a seamless transition from the city's previous service provider, who had been servicing the city for nearly the past 48 years.

Coastal had all personal and equipment ready to go on day one. They exchanged over 450 roll off containers and compactors as well as over 3,500 commercial and multifamily containers. During the transition process, and several months into the startup, Coastal scheduled weekly meetings with myself and my staff to review the process and discuss any issues that may have arisen. The entire Coastal team made themselves available whenever the need arose. From the C.O.O. and Sr. VP to the District manager, route managers and customers service supervisor.

Additionally, Coastal Waste & Recycling is already an active participant within the community. They collaborate with the city with awarding scholarships to students and help sponsor local events.

While there are times that an issue arises, the Coastal team responds quickly and effectively.

In short, Coastal has stood behind and delivered on every promise. Should you have any questions, please do not hesitate to give me a call.

Respectfully,

Russell S. Ketchem
Director of Environmental Services



SOLID WASTE COLLECTION REQUEST FOR PROPOSALS

PRE-QUALIFICATION MATERIALS – SOLID WASTE COLLECTIONS RFP

TOWN OF EATONVILLE, FLORIDA

- wasteprousa.com
- [@waste_pro_usa](https://twitter.com/waste_pro_usa)
- [wasteprousaCorp](https://www.facebook.com/wasteprousaCorp)



WASTE PRO OF FLORIDA, INC.
1400 S. ORANGE BLOSSOM TRAIL
ORLANDO, FLORIDA 32805

SEPTEMBER 30, 2024
TOWN OF EATONVILLE
307 EAST KENNEDY BOULEVARD
EATONVILLE FL 32751

Pre-Qualification Requirements

A. Proof of Experience

A minimum of five years of pertinent contract experience with municipalities with at least 5,000 residences and with at least 50 commercial establishments.

Waste Pro has been providing waste collection and disposal services in Florida since 2001. **As a privately-owned, family-operated business headquartered in Longwood, we are proud to call Florida home and be the hometown hauler for the Town of Eatonville.** Waste Pro is currently one of the largest providers of exclusive residential solid waste services in the state and the third largest privately-owned company in Central Florida. Our widespread presence in Florida combined with our exemplary service record are indicative of the value we place on our relationships with our local partners. Founded by industry legend John J. Jennings, Waste Pro is known as a “people” company because our employees and customers work hand-in-hand to create a “Distinguishable Difference” in the waste industry. Today, we have operations in 61 of Florida’s 67 counties servicing contracts with as few as 50 homes and as many as 130,000. The map on the following page depicts our operations, facilities, and contracts across Florida.

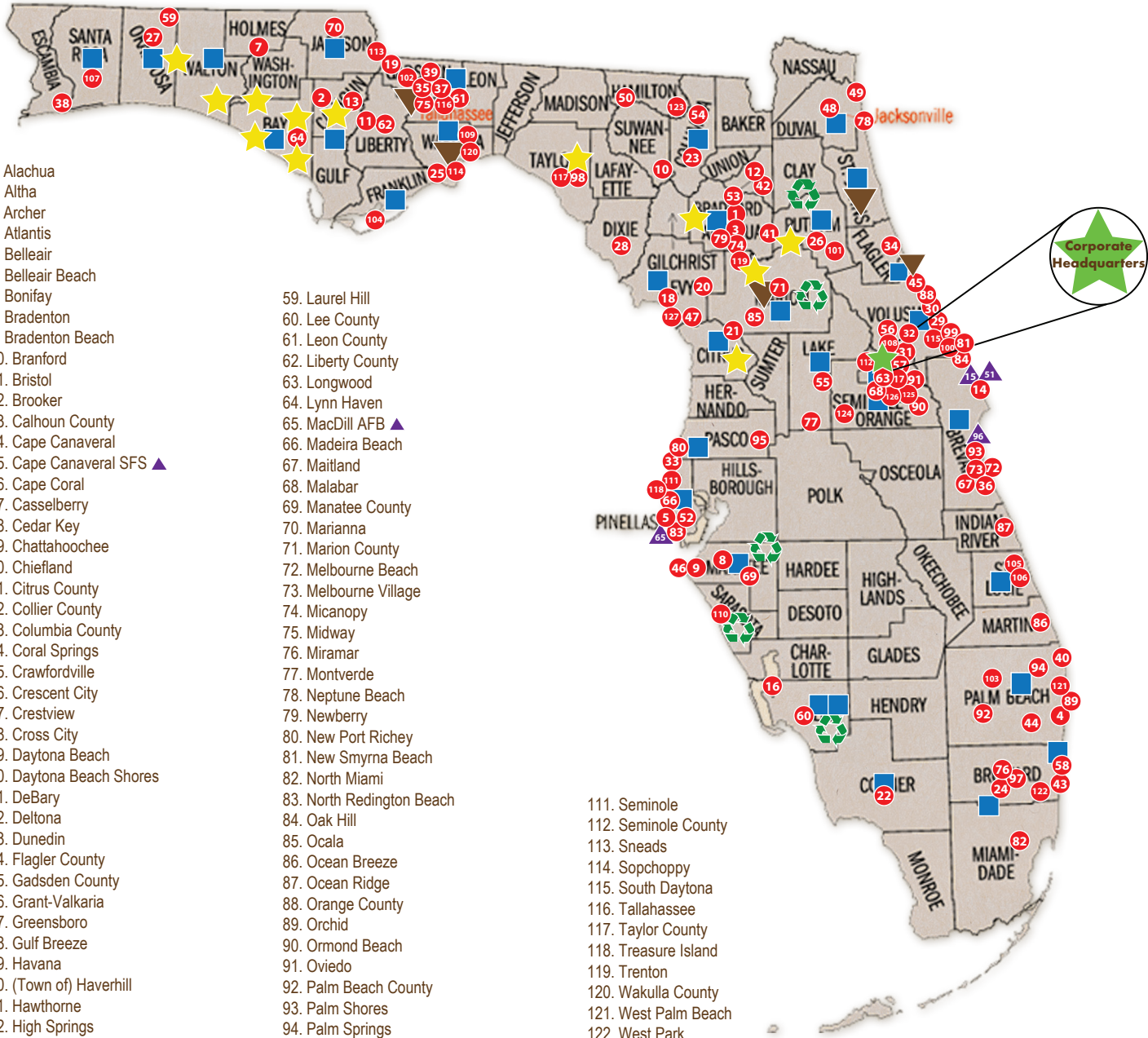
In the table below, Waste Pro provides a list of contracts to showcase that we meet and exceed the experience requirements as outlined in the Request for Proposals (RFP). Reference points of contact and available letters for the contracts listed can be found in **Section B: Positive References**. With more than 250 exclusive municipal franchises and 120 in Florida alone, we are happy to provide more examples of our previous experience that fulfill the requirements upon request.

Municipality	Start of Service	Residential	Commercial
City of Winter Park	2009	8,993	859
City of Lake Mary	2015	5,217	244
Lee County		135,166 Total	
Service Area 3	2010		2,435
Service Area 4	2022		1,184
Service Area 5	2005		742
Collier County	2021	9,330	413
Port Orange	2011	24,648	638
New Smyrna Beach	2006	17,398	473



OF FLORIDA INC.

Section III. Item #1.



- 1. Alachua
- 2. Altha
- 3. Archer
- 4. Atlantis
- 5. Belleair
- 6. Belleair Beach
- 7. Bonifay
- 8. Bradenton
- 9. Bradenton Beach
- 10. Branford
- 11. Bristol
- 12. Brooker
- 13. Calhoun County
- 14. Cape Canaveral
- 15. Cape Canaveral SFS ▲
- 16. Cape Coral
- 17. Casselberry
- 18. Cedar Key
- 19. Chattahoochee
- 20. Chiefland
- 21. Citrus County
- 22. Collier County
- 23. Columbia County
- 24. Coral Springs
- 25. Crawfordville
- 26. Crescent City
- 27. Crestview
- 28. Cross City
- 29. Daytona Beach
- 30. Daytona Beach Shores
- 31. DeBary
- 32. Deltona
- 33. Dunedin
- 34. Flagler County
- 35. Gadsden County
- 36. Grant-Valkaria
- 37. Greensboro
- 38. Gulf Breeze
- 39. Havana
- 40. (Town of) Haverhill
- 41. Hawthorne
- 42. High Springs
- 43. Hillsboro Beach
- 44. Hollywood
- 45. Holly Hill
- 46. Holmes Beach
- 47. Inglis
- 48. Jacksonville
- 49. Jacksonville Beach
- 50. Jasper
- 51. Kennedy Space Center ▲
- 52. Kenneth City
- 53. LaCrosse
- 54. Lake City
- 55. Lake County
- 56. Lake Helen
- 57. Lake Mary
- 58. Lauderdale by the Sea

- 59. Laurel Hill
- 60. Lee County
- 61. Leon County
- 62. Liberty County
- 63. Longwood
- 64. Lynn Haven
- 65. MacDill AFB ▲
- 66. Madeira Beach
- 67. Maitland
- 68. Malabar
- 69. Manatee County
- 70. Marianna
- 71. Marion County
- 72. Melbourne Beach
- 73. Melbourne Village
- 74. Micanopy
- 75. Midway
- 76. Miramar
- 77. Montverde
- 78. Neptune Beach
- 79. Newberry
- 80. New Port Richey
- 81. New Smyrna Beach
- 82. North Miami
- 83. North Redington Beach
- 84. Oak Hill
- 85. Ocala
- 86. Ocean Breeze
- 87. Ocean Ridge
- 88. Orange County
- 89. Orchid
- 90. Ormond Beach
- 91. Oviedo
- 92. Palm Beach County
- 93. Palm Shores
- 94. Palm Springs
- 95. Pasco County
- 96. Patrick SFB ▲
- 97. Pembroke Pines
- 98. Perry
- 99. Ponce Inlet
- 100. Port Orange
- 101. Putnam County
- 102. Quincy
- 103. Royal Palm Beach
- 104. St. George Island
- 105. St. Lucie County
- 106. St. Lucie Village
- 107. St. Marks
- 108. Sanford
- 109. Santa Rosa County
- 110. Sarasota

- 111. Seminole
- 112. Seminole County
- 113. Sneads
- 114. Sopchoppy
- 115. South Daytona
- 116. Tallahassee
- 117. Taylor County
- 118. Treasure Island
- 119. Trenton
- 120. Wakulla County
- 121. West Palm Beach
- 122. West Park
- 123. White Springs
- 124. Windermere
- 125. Winter Park
- 126. Winter Springs
- 127. Yankeetown

- ★ Corporate Headquarters
- Hauling Companies
- ★ Landfills
- ▲ Military Contracts
- Municipal Contracts
- ♻️ Recycling Processing
- ▼ Transfer Stations

WASTE PRO OF FLORIDA, INC.
 Corporate Headquarters
 2101 W SR 434 Suite 305, Longwood, FL, 32779
 407-869-8800 Fax: 407-869-8884

B. Positive References

Positive references from at least three units of government, which have contracted with the proposer for solid waste collection and disposal.

Waste Pro has provided four units of government we contract with for solid waste collection and disposal. Please feel free to reach out to the points of contact listed below. For municipalities that allow reference letters within their policy, we have also provided reference letters on the following pages. More references can be provided upon request.

City of Winter Park	
Point of Contact:	Michelle del Valle, Assistant City Manager
Address:	401 S. Park Avenue Winter Park, FL 32789
Phone Number:	407-599-3236
Email:	mdelvalle@cityofwinterpark.org

City of Lake Mary	
Point of Contact:	Kevin Smith, City Manager
Address:	100 N. Country Club Road Lake Mary, FL 32746
Phone Number:	407-585-1419
Email:	ksmith@lakemaryfl.com

Lee County	
Point of Contact:	Paul Flores, Operations Manager
Address:	P.O. Box 398 Fort Myers, FL 33902
Phone Number:	239-533-8099
Email:	pflores@leegov.com

Proposal for Solid Waste Collection Contract

Collier County	
Point of Contact:	Kari Ann Hodgson, Director, Solid Waste
Address:	3390 Tamiami Trail – Suite 302 Naples, FL 34112
Phone Number:	239-398-9621
Email:	kari.hodgson@colliercountyfl.gov

Unincorporated Orange County (Zone 2)	
Point of Contact:	David Gregory, Manager – Orange County Solid Waste Division
Address:	9150 Curry Ford Road, 3rd Floor Orlando, FL 32825
Phone Number:	407-2473-1004
Email:	David.Gregory@ocfl.net



401 South Park Avenue • Winter Park, Florida 32789

407-599-3235 • 407-599-3436 fax
cityofwinterpark.org

**Office of the
City Manager**

September 16, 2024

To whom it may concern:

I would like to take a minute to tell you how pleased the City of Winter Park is with Waste Pro. They have been our vendor for more than fifteen years now; they service approximately 9,000 residential homes as well as our business community. The transition to Waste Pro was well thought out, prepared and just plain easy. They continue to live up to their promises and now we take less than 10% of the calls we did before we made the change. As the downtown commercial area has grown and changed, Waste Pro has accommodated our changing collection needs. In addition to doing a good job, they are good Community partners. They participate in Chamber events, Earth Day, Art Festivals, etc. Waste Pro is working closely with the City and the Sustainability & Keep Winter Park Beautiful Board to implement more green initiatives.

I hope this helps you in your decision.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle del Valle".

Michelle del Valle
Assistant City Manager

Kevin L. Smith
City Manager
ksmith@lakemaryfl.com



City of Lake Mary
Incorporated in 1973

May 12, 2023

Re: Waste Pro Response to Request for Proposal-Waste Hauling Services

To Whom It May Concern:

Please accept this Letter of Reference as to our experience with the level of service provided by Waste Pro.

The City Commission of Lake Mary, Florida awarded a bid for commercial and residential solid waste collection and disposal services and subsequently entered into a franchise agreement with Waste Pro of Florida, Inc. for said services effective March 1, 2015. Since then, the City Commission approved five (5) amendments to this agreement.

Upon inception of the agreement, Waste Pro effected a smooth transition from the City's prior solid waste service provider, delivering uninterrupted service with minimal impact on our business (approximately 311 containers and 5,199 residential customers). City staff has found Waste Pro to be very responsive to issues and concerns brought forth by the City. The City's relationship with Waste Pro has been a positive and mutually beneficial one.

I hope this information is helpful when considering Waste Pro's response to your proposal. Please feel free to contact me with any questions.

Sincerely,

Kevin Smith
City Manager

www.lakemaryfl.com Main Phone: (407) 585-1400 Fax: (407) 585-1498

CITY HALL, 100 N Country Club Rd, P.O. Box 958445, Lake Mary, FL 32795-8445



July 30, 2024

Dear Mr. Farmer,

I am writing to provide a reference for Waste Pro of Florida, Inc., who has been a waste management service provider serving our community for almost 3 years. I have had the pleasure of working with them, and I can confidently attest to their exceptional service and professionalism.

Waste Pro of Florida, Inc. assumed Collier County's collection District II, with a seamless transition and high level of customer service value. Further, they brought in new equipment and embraced themselves in community programs, such as the local Chamber of Commerce.

Throughout our partnership, Waste Pro of Florida, Inc. has consistently demonstrated a high level of reliability and efficiency. Their team has exceeded our level of expectation and rarely ever are liquidated damages assessed. They are punctual and thorough, ensuring that all waste is collected in a thorough and orderly manner. Their commitment to enhancing our communities through attending events and even parades, have been an invaluable partnership. Furthermore, only 3 days post Hurricane Ian, the staff was prepared to resume services and help restore our devastated community.

In addition to their reliable service, Waste Pro of Florida, Inc. places a strong emphasis on customer service. Their staff is approachable, knowledgeable, and always willing to address any concerns or special requests. They have shown a strong commitment to addressing any issues promptly and effectively, which has greatly contributed to a positive working relationship.

Based on our experience, I highly recommend Waste Pro of Florida, Inc. They have proven to be a trusted partner and a valuable asset to our community.

If you have any questions or need further information, please feel free to contact me.

Respectfully,

Kari Ann Hodgson
Kari Ann Hodgson, P.F.
Director, Solid Waste
Collier County



Collier County Public Utilities • Solid Waste Division
3339 Tamiami Trail East, Naples, FL 34112
www.colliercountyfl.gov/publicutilities



C. Cancelled Contracts

Each proposer shall list all similar contracts or agreements. for which the municipality has cancelled the contract or agreement for any reason.

No municipality has cancelled their contract or agreement with Waste Pro for any reason.

D. Local Office

A local office must be maintained within 25 miles of the Town.

Waste Pro has over 90 operating facilities across our 10-state footprint. For an overview of our operations across Florida, please refer to the map in **Section A: Proof of Experience**. We will service the Town of Eatonville from our Orange County hauling facility on Orange Blossom Trail and have nearby Sanford and Lake County hauling facilities in the event we would need extra resources for the Town. Below is a list of our nearby facilities local to the Town of Eatonville.



Waste Pro's Orange County Hauling Division Entrance

Facility	Address	Approximate Miles from the Town of Eatonville*	Trucks
Orange County Hauling Facility	1400 S Orange Blossom Trail, Orlando, FL 32805	8	90+
Sanford Hauling Facility	3705 St. Johns Parkway. Sanford, FL 32771	17	105
Lake County Hauling Facility	20344 U.S. Highway 27. Clermont, FL 34715	37	38

*The approximation of office distance from the Town of Eatonville is based on Google Maps’s designated point in Eatonville.



E. Proof of Insurance

Required limits of insurance coverage as described

Waste Pro provides our proof of insurance on the following page.

Proposal for Solid Waste Collection Contract



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 CN105058554--GAWU-23-24	CONTACT NAME: _____
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____
INSURED Waste Pro USA, Inc. 2101 West State Road 434, Suite #305 Longwood, FL 32779	INSURER(S) AFFORDING COVERAGE
	INSURER A: Greenwich Insurance Company NAIC # 22322
	INSURER B: XL Insurance America, Inc. 24554
	INSURER C: N/A N/A
	INSURER D: XL Specialty Insurance Company 37885
	INSURER E: N/A N/A

COVERAGES CERTIFICATE NUMBER: ATL-005803814-01 REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			GEC300138206	11/22/2023	11/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 _____ \$ _____
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			RAE943788406 SIR: \$1,000,000	11/22/2023	11/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____ EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below: _____		N/A	RWD300138006 (AOS) RWE943549706 (FL,GA) (SIR: \$600,000 FL) (\$750,000 GA)	11/22/2023 11/22/2023	11/22/2024 11/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks 3 schedule, may be attached if more space is required)
 Town of Eatonville is/are included as additional insured where required by written contract with respect to general liability and auto liability.

CERTIFICATE HOLDER

Town of Eatonville
 Attn: Demetris Pressley, CSM, CAO
 307 E. Kennedy Blvd,
 Eatonville, FL 32751

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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F. Financial Ability

Demonstrates the firm's ability to financially manage.

The letter below from our bank, Wells Fargo, attests to our financial ability to provide services as requested in this RFP.



Proposal for Solid Waste Collection Contract

The letter below from our Chief Financial Officer attests to our annual gross income. Audited financial statements can be made available at the Town's request.



E. Equipment

Demonstrates the firm’s ability to provide back-up equipment and vehicles beyond those assigned to the proposed contract and within reasonable proximity to the Town of Eatonville.



We pride ourselves on our maintenance and storm preparedness but in the event of an unexpected service disruption such as a storm, Waste Pro has the necessary resources to continue service. Waste Pro’s fully equipped Orange County hauling facility is near the Town of Eatonville and currently has over 90 collection trucks at its disposal. Nearby facilities in Sanford and Lake County also have 105 and 38 trucks available respectively, in the rare event we would need to bring resources in from other facilities.

WASTE PRO USA BY THE NUMBERS





WASTE PRO OF FLORIDA, INC.
1400 S. ORANGE BLOSSOM TRAIL
ORLANDO, FLORIDA 32805

 wasteprousa.com
 [@waste_pro_usa](https://twitter.com/waste_pro_usa)
 [wasteprousa.com](https://www.facebook.com/wasteprousa.com)

SOLID WASTE COLLECTION SERVICE EVALUATION AND RANKING SHEET

Evaluation Scope	D. Pressley			V. Mundy			T. Washington		
	WCI	Coastal	Waste Pro	WCI	Coastal	Waste Pro	WCI	Coastal	Waste Pro
<i>Haulers</i>									
<i>Price</i>									
<i>Quality of services</i>									
<i>Experience and qualifications</i>									
<i>Safety and environmental compliance</i>									
<i>Financial stability</i>									
Total									
<p>Coastal:</p> <p>WCI:</p> <p>Waste Pro:</p>									

SOLID WASTE COLLECTION SERVICE EVALUATION AND RANKING SHEET

<i>Evaluation Scope</i>	D. Pressley			V. Mundy			K. Gibson		
	WCI	Coastal	Waste Pro	WCI	Coastal	Waste Pro	WCI	Coastal	Waste Pro
<i>Price</i>	9	6	8	9	3	9	10	8	9
<i>Quality of services</i>	6	8	10	9	10	10	8	9	10
<i>Experience and qualifications</i>	8	7	8	10	10	10	9	9	10
<i>Safety and environmental compliance</i>	9	9	9	9	9	10	7	8	9
<i>Financial stability</i>	10	10	9	10	10	10	10	10	10
Total	42	40	44	47	42	49	44	44	48
Coastal: 126 WCI: 133 <u>Waste Pro: 141</u>									



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

MARCH 4, 2025, AT 6:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discussion of Award to Proposal to Provide a Stormwater Utility Revenue Sufficiency Study for the Town of Eatonville (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none"> • Raftelis Proposal • Exhibit C • Map
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: The Administration requests discussion and consideration of approval to execute an agreement between the Town of

Eatonville and Raftelis Financial Consultants, Inc. for a stormwater utility revenue sufficiency study. (SW Sufficiency Study)

SUMMARY: The Town wishes to enter into a professional service agreement, Raftelis will perform a rate study for the stormwater system. This Task Authorization is pursuant to the terms and conditions of the City of Bartow Master Professional Consulting Services Agreement (RFQ No. CM2023- 24-01), dated April 29, 2024, between the City of Bartow and Raftelis (the “Piggyback Agreement”) that provides for ongoing utility rate and management consulting services. A copy of the Rates, Scope, Piggyback Agreement is attached as Attachments A-D.

RECOMMENDATION: Staff recommend discussion and consideration of approval of the proposal agreement between Raftelis Financial Consultants, Inc.; the Town of Eatonville for the above-described professional services.

FISCAL & EFFICIENCY DATA: The current approve budget has funds allocated for professional services in 402-053-538-3100 (professional services) The Professional Fee will not exceed the amount of \$34,700.

February 13th, 2025

Demetris Pressley, CSM
Chief Administrative Officer
Town of Eatonville
307 East Kennedy Blvd.
Eatonville, FL 32751

Subject: Proposal to Provide a Stormwater Utility Revenue Sufficiency Study

Dear Mr. Pressley:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this proposal in response to the Town of Eatonville's (the "Town") request for a proposal to provide consulting services associated with the development of a Stormwater Utility Revenue Sufficiency Study. Based on our discussions, Raftelis will perform a rate study for the stormwater system. This Task Authorization is pursuant to the terms and conditions of the City of Bartow Master Professional Consulting Services Agreement (RFQ No. CM2023-24-01), dated April 29, 2024 between the City of Bartow and Raftelis (the "Piggyback Agreement") that provides for ongoing utility rate and management consulting services. A copy of the Piggyback Agreement is attached as Attachment D. Based on our understanding of the needs of the City, we propose the following:

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Henry Thomas will be the Project Director and Shawn Ocasio will be the overall Project Manager and primary contact with the Town. Other analysts and administrative personnel will be utilized during the course of the engagement as needed. The direct labor hourly billing rates relative to this engagement are shown in Attachment A.

SCOPE OF SERVICES

The scope of services for this work order is included herein and shown in Attachment B. The Stormwater Utility Revenue Sufficiency Study is anticipated to be completed within approximately 180 days from the date of receipt of the contract approval and notification to proceed from the Town.

COMPENSATION AND BILLING

Based on the scope of services as summarized herein in Attachment A and the direct hourly labor billing rates as identified on Attachment B, we propose establishing a not-to-exceed contract budget of \$34,700 to provide consulting services associated with the performance of the Stormwater Utility Revenue Sufficiency Study. Attachment C provides a detailed breakdown of the proposed budget by task.

This project budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any other direct costs such as travel, telephone, and copying, printing and shipping charges. The costs incurred by Raftelis for such other direct costs, if any, will be billed to the Town based on the standard unit costs or reimbursement schedule as reflected in Attachment B. It is proposed that Raftelis will bill monthly for services relative to this engagement based on the hourly amount of time spent by the project team members and any the other direct costs incurred that may be required for the engagement. No additional services above the cost estimate will be performed without the prior written authorization of the Town.

TERM OF AGREEMENT

The terms of this proposed agreement and the associated direct hourly labor billing rates for Raftelis personnel shall be in effect and continue for twelve (12) months after the date of execution of this agreement.

ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions, that are made part of this proposed agreement, are set forth in Attachment D, which is made a part of this proposal.

We appreciate the opportunity to be of service to the Town.

Sincerely,



Henry L. Thomas
Vice President
407-628-2600
hthomas@raftelis.com

Accepted By:

Town of Eatonville, Florida

Name

Title

Date

ATTACHMENT A

RAFTELIS FINANCIAL CONSULTANTS

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Executive Vice President	\$400.00
Vice President	\$360.00
Senior Manager	\$320.00
Manager	\$285.00
Senior Consultant	\$250.00
Consultant	\$220.00
Associate	\$185.00
Administrative	\$100.00

[*] These rates will be in effect for calendar year 2025 and will then increase annually by 3% unless specified otherwise by contract.

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals	Not-to-Exceed per Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will be substituted for the rates shown above.

ATTACHMENT B

**TOWN OF EATONVILLE
STORMWATER UTILITY REVNUUE SUFFICIENCY STUDY**

SCOPE OF SERVICES

The consulting services under this Work Order to be provided by Raftelis Financial Consultants, Inc. (Raftelis) for the Town of Eatonville (the “Town”) shall include services associated with preparing a stormwater revenue sufficiency study.

- 1) *Presentation to Town Council on Stormwater Billing Approaches* – Raftelis will participate in one (1) onsite presentation to the Town Council at the start of the study regarding billing for stormwater service as a non-ad valorem assessment compared to on the monthly utility bill. The pros and cons of each method will be discussed along with other implementation considerations.
- 2) *Data Request and Data Gathering* - Raftelis will prepare a data request for statistical and financial information to be compiled by the Town. Data that will be requested includes: i) historical customer statistical data; ii) planned capital improvements; iii) existing equipment and replacement schedules; iv) utility ordinances, rules, and procedures; iv) stormwater master plans; v) budgeted and historical operating revenues and expenses; and vi) other information as deemed necessary by Raftelis to adequately complete the study. This task will also include one (1) onsite project kickoff meeting with Town Staff to develop the goals and schedule for the project as well as discuss any questions the Town may have regarding the data requests.
- 3) *Development of Customer and Revenue Forecast* – Based on information provided by the Town and the analysis of historical trends, Raftelis will develop a forecast of customer account and growth by class under existing rates for a five-year period. This forecast period will start with Fiscal Year 2025. The customer forecast will be developed by customer class (i.e., residential, commercial, etc.) to the extent of data availability to assist in the calculation of utility rate revenues for the evaluation of the financial needs of the utility system.
- 4) *Development of Projected Revenue Requirements and Proposed Rate Adjustments (Financial Forecast)* - Raftelis will prepare a forecast of the Town’s stormwater system net revenue requirements for the same forecast period outlined in Task 2 above. The net revenue requirement includes projected operating expenses, debt service payments, transfers, and other expenditures of the stormwater system. This forecast will also include a funding projection for stormwater capital improvements and capital equipment replacement. Additionally, the Town’s compliance with its coverage obligations associated with its loan covenants will also be reviewed. Based on the net revenue requirements identified, rate adjustments will be projected during the forecast period. Additionally, it is assumed that the Town will be changing approaches for billing for stormwater service from the monthly utility bill to a non-ad-valorem assessment on the annual property tax bill. This change in billing approach will be reflected in the projection of future revenues as a part of this task.
- 5) *Rate Comparisons with Other Utilities* - Raftelis will survey other neighboring municipalities and provide a comparison of stormwater fees. The comparisons will include both residential and commercial customer classes. The commercial comparisons will include a sample of various sized commercial development. The rates of other municipalities will be compared with both the Town’s existing and the proposed stormwater rates.
- 6) *Report and Briefing Document Preparation* – Raftelis will prepare a letter report delineating the analyses, assumptions and recommendations reached with respect to the sufficiency of the existing

rates and the proposed rates for the forecast period. The financial forecast update report will be provided to the Town in draft form for comment with the final report being delivered to the Town Council for their consideration and approval. This task also includes the development of a PowerPoint presentation to present the results of the study to the Town Council.

- 7) *Meetings* – Raftelis will attend two (2) working meetings with the Town staff. In addition, Raftelis will attend up to one (1) public meeting to present the stormwater rate recommendations to the Town Council for approval.

LIST OF DELIVERABLES

The deliverables to be provided in this engagement include the following items:

- Data Request
- Five-Year Stormwater System Financial Forecast
- Projected Stormwater Rate Adjustments
- Rate Comparison with Other Jurisdictions
- Rate Study Report
- Briefing Document for Presentation to Town Council

ADDITIONAL SERVICES

During the course of this study, the Town may request that Raftelis perform additional services that would extend beyond the budget set forth in this Work Order. The following is an example of additional services that Raftelis considers being in addition to what is described in the above of services:

1. Measurement of impervious surface area statistics on a system-wide or individual basis.
2. Attendance of meetings in addition to what is referenced in this scope of services.
3. Preparation of reports or any analysis related to the issuance of Stormwater System revenue bonds or SRF loans.
4. Third party presentations related to litigation, expert witness services, and similar services.
5. Performance of modifications to the rate study analysis due to the receipt of new information after substantial completion or due to delays in the project schedule that are not due to Raftelis.

ATTACHMENT C

Town of Eatonville
Stormwater System

Cost Estimate Associated With Stormwater Utility Revenue Sufficiency Study

Line No.	Description	Task Ref.	Vice President	Senior Manager	Consultant	Clerical and Administration	Totals
1	Direct Labor Rates		\$ 360.00	\$ 320.00	\$ 220.00	\$ 100.00	
	<u>Rate Study:</u>						
2	Presentation to Town Council on Stormwater Billing Approaches	1	1	2	0	0	3
3	Data Request and Data Gathering	2	0	4	8	0	12
4	Development of Customer and Revenue Forecast	3	0	4	8	0	12
5	Development of Projected Revenue Requirements and Proposed Rate Adjustments	4					-
6	Projection of Other Revenues	4	0	1	2	0	3
7	Operating Expense Projections	4	0	4	8	0	12
8	Capital Improvement Program Funding Analysis	4	0	4	8	0	12
9	Projection of Other Revenue Requirements	4	0	1	3	0	4
10	Debt Compliance Analysis	4	0	2	1	0	3
11	Development of Net Revenue Requirements and Revenue Adequacy	4	2	4	2	0	8
12	Rate Comparisons with Other Utilities	5	0	1	6	0	7
13	Report and Briefing Document Preparation (Draft and Final)	6	3	16	4	4	27
	<u>Project Meetings:</u>						
14	Billing Approach Presentation (1 Meeting)	1	1	1	0	0	2
15	Project Kickoff Meeting (1 Meeting)	2	1	1	0	0	2
16	Working Sessions with Town Staff (2 Meetings)	7	2	4	2	0	8
17	Presentation to Town Council (1 Meeting)	7	2	2	0	0	4
18	<u>Project Management</u>	All	2	4	0	2	8
19	Total Hours		14	55	52	6	127
20	Direct Labor Cost		\$ 5,040	\$ 17,600	\$ 11,440	\$ 600	\$ 34,680
21	Average Hourly Rate						\$ 273.07
	<u>Other Direct Costs</u>						
22	Other (e.g., Report / Copy Charges, Telephone, Other Travel Costs)						\$ 20
23	Total Other Direct Costs						\$ 20
24	Total Project Cost						\$ 34,700

**CITY OF BARTOW, FLORIDA
MASTER PROFESSIONAL CONSULTING SERVICES AGREEMENT**

This *Master Professional Consulting Services Agreement* (“*Master Agreement*”) is made between the City of Bartow, Florida, a Florida municipal corporation (“*City*”) and the following professional consulting services vendor:

Vendor Name and Address:

**Raftelis Financial Consultants, Inc.
341 North Maitland Avenue, Suite 300
Maitland, Florida 32751**

(“*Vendor*”).

WHEREAS, the issued *City of Bartow Bid Package RFQ No. CM2023-24-01* (“*RFQ*”) for the purpose of soliciting qualification statements from professional services firms interested in entering into a contract for engineer, design, professional consulting and other professional services with the City for various continuing contract matters and/or specifically named or identified projects described therein; and

WHEREAS, in compliance with the protocol prescribed by the Florida *Consultants’ Competitive Negotiation Act* (“*CCNA*”), codified at § 287.055 of the Florida Statutes, Vendor was selected by the City’s governing body as a qualified short-listed firm to perform the professional consulting services envisioned by the *RFQ*; and

WHEREAS, this *Master Agreement* is the result of the “Competitive Negotiation” phase of the *CCNA* protocol and is determined by the parties to be “fair, competitive and reasonable” for the City and its citizens; and

WHEREAS, the professional consulting services needs for the City to be performed by the Vendor are described more fully in the scope of work exhibit attached hereto as Exhibit ‘A’ (“*Master Agreement Scope of Work*”); and

WHEREAS, the City intends to fulfill its project needs by assigning task orders to the Vendor pursuant to the terms and conditions of this *Master Agreement*; and

WHEREAS, Vendor has agreed to provide professional consulting services to the City upon the terms and conditions as hereinafter set forth;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the exchange of which is both acknowledged and deemed sufficient by the parties as binding, and *subject always* to availability of funding as determined by the City’s annual appropriations process specified in § 6.01 of the *Charter of the City of Bartow*, the City agrees to retain Vendor and Vendor agrees to perform professional consulting services for the City on a Task Order basis, and as described in the *RFQ*, upon the following terms and conditions:

ARTICLE I INITIAL PROVISIONS

1.1 Incorporation of Recitals

The foregoing recitals are found factually true by the parties and are incorporated in this *Master Agreement* as if set forth herein in full.

1.2 Agreement Not Exclusive

Vendor acknowledges that this *Master Agreement* does not constitute an exclusive agreement with the City for the performance of professional consulting services and that the City has or may enter into multiple contracts with multiple vendors covering the same or similar continuing contract services or specific project-related services, depending on the circumstance, in compliance with the CCNA and applicable Florida law.

1.3 Time of the Essence in Completion of Work

- (a) Vendor understands and acknowledges that **time is of the essence in completion** of all professional consulting services work assigned under this *Master Agreement* and the City may incur damages if such work is not completed on time. The Vendor shall at all times carry out its duties and responsibilities as expeditiously as possible, consistent with the level of professional skill and care required hereunder and in accordance with any design schedule agreed upon by the Vendor and the City, subject to such delays that are not the fault of the Vendor or anyone working on behalf of Vendor. Vendor represents that it is thoroughly familiar with and understands the requirements of the scope or work in this *Master Agreement* and is experienced in its practice areas within such practice areas or as related to the specific project identified herein, whichever may apply.
- (b) Vendor shall achieve final completion of each Task Order issued pursuant to this *Master Agreement* and each assigned task therein within an agreed time period determined and agreed upon by both parties from the date appearing in the **Notice To Proceed** form for the envisioned project. Vendor agrees to begin each assigned task in conformity with the provisions set forth and to prosecute it with all due diligence so as to complete the entire envisioned work and project by the time limits set forth in the agreed time period. With respect to Task Orders that have deadlines, time will be of the essence unless stated otherwise in the individual Task Order.
- (c) Unless otherwise specified in this Master Agreement or in a Task Order issued pursuant to this Master Agreement, when a period of time is specified, provided, or agreed upon and the period is stated in a number of days, the period shall mean calendar days, and the period shall be calculated by: (1) excluding the day of the event that triggers the period, (2) counting every day, including intermediate

Saturdays, Sundays and holidays observed by the City where City Hall is closed for business, and (3) including the last day of the period, but if the last day is a Saturday, Sunday, or holiday observed by the City where City Hall is closed for business, the period continues to run until the end of the next day that is not a Saturday, Sunday, or holiday observed by the City where City Hall is closed for business.

1.4 Vendor’s Key Professionals

Vendor shall use the key professionals designated in Exhibit ‘B’ attached hereto and incorporated herein to manage all work assigned to it by City under this *Master Agreement*. Vendor shall not remove or replace anyone on its key professionals list during the term of this *Master Agreement*, except upon approval by the City in writing based upon good cause shown. Further, if anyone on the Vendor’s key professionals list discontinues service for any reason whatsoever, Vendor shall promptly replace such person with an individual approved by the City, in writing, which approval will not be unreasonably withheld.

1.5 Vendor Preparation

(This Section is intentionally left blank as this Vendor does not perform any inspection of facilities.)

1.6 Coordination

(This Section is intentionally left blank as this Vendor does not perform any coordination.)

1.7 Cooperation

Vendor shall endeavor to develop implement and maintain, in consultation with the City and any other party involved in the subject of the Vendor’s professional consulting services, a spirit of cooperation, collegiality, and open communication so that the goals and objectives of each are clearly understood, potential problems are resolved promptly and, upon completion, the City’s need for professional services is deemed a success.

1.8 Correction of Errors and Omissions

Vendor shall, at no additional cost to the City, immediately make additions, changes and corrections to any documents prepared by Vendor necessitated by errors and omissions in the Vendor’s performance of its professional consulting services.

1.9 Professional Standards

- (a) Vendor shall perform its services in accordance with the generally accepted standards and practices customarily utilized by competent consulting services firms furnishing the similar types of services specified herein in this *Master Agreement*, or specified in a Task Order issued pursuant to this *Master Agreement*, in effect at

the time that Vendor’s services are rendered.

1.10 Schedule of Work

This is a continuing contract for professional consulting services and it is envisioned by the parties that the City may assign tasks containing multiple units and sections as well as assign multiple Task Orders to Vendor to be performed at any given time during the term hereof. City, in its sole discretion, has the sole right to determine which task, unit, or section of work that Vendor shall execute and in what order. Authorization by the City, either in a Task Order or in a separate writing, shall cover in detail the scope and intent of the proposed services. The City’s ability to coordinate tasks, units and sections of Work shall be in the general nature of that of a client obtaining professional services and Vendor shall at all times be responsible for, and in control of, the means and methods of Vendor’s work.

1.11 No Equitable Increases in Costs or Price; No Damages For Delay By City

- (a) Vendor shall not be entitled to an equitable increase in the contract price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Vendor agrees that extensions of the contract time, as may be agreed upon by the City, are the sole and exclusive remedy for events of delay.
- (b) If Vendor submits a schedule or expresses an intention to complete tasks or work required by any required milestone or completion date, the City shall not be liable to Vendor for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless of whether such delay or hindrance was caused by the City or its elected officials, officers, agents, or employees, should Vendor be unable to complete the work before such milestone or completion date as is described within the schedule.

**ARTICLE II
BASIC SERVICES**

2.1 Basic Professional Consulting services

Vendor shall provide the City with professional consulting services:

- (a) in the various areas of Vendor’s practice listed in the *Master Agreement Scope of Work* on a CCNA “continuing contract” basis, if designated therein; or
- (b) related to specifically identified projects listed in the *Master Agreement Scope of*

Work, if such projects are designated therein; or

- (c) both of the above, if designated in the *Master Agreement Scope of Work*.

2.2 Consultation Before Issuance of Task Order

Prior to the issuance of a Task Order, if the Vendor’s *Master Agreement Scope of Work* may fulfill a City need for specific professional consulting services, the City may, at its option, consult with Vendor on the proposed scope of the task or series of tasks desired. At the City’s request, Vendor shall generate, at no cost to the City, a detailed scoped document that, in addition to a full description of the task or series of tasks to be performed, shall include:

- (a) a proposed cost for the Vendor’s services and the manner or method for calculating the same;
- (b) a proposed schedule to accomplish the task or series of tasks
- (c) a list of proposed deliverables to be generated by the Vendor and given to the City; and

After review of the scoped document and the fee comparison analysis, the City may, in its sole discretion, engage Vendor and issue a Task Order for performance of part or all of the proposed scope or determine not to proceed with Vendor, the proposed scope or both. The City may also, in its sole discretion, negotiate with Vendor as to the proposed cost for performance of the Vendor’s services. The exercise of the City’s consultation rights in this paragraph shall not constitute a Task Order or form the basis for any expectation of future work assignments.

2.3 Task Order

When the City determines it has a need for the Vendor’s professional consulting services under this *Master Agreement*, the City shall issue the Vendor a mutually agreeable written authorization to proceed (“Task Order”) that provides a full description of the task or series of tasks to be performed.

2.4 Design Services

(This Section is intentionally left blank, as this Vendor does not perform any Design Services.)

2.5 Bidding Services

When instructed by Task Order to perform professional consulting services in the area of bidding services, unless specifically and unequivocally instructed differently in the Task Order, the Vendor shall:

- (a) Assist the City in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services and, when authorized in the applicable Task Order, attend pre-bid conferences;
- (b) Prepare any addenda with accompanying drawings or other material as required by the City and furnish a copy for each set of Contract Documents procured by prospective bidders at no more than the actual cost of reproduction;
- (c) Consult with and advise the City as to (1) the selection of a qualified list of general or specialty contractors for the project or work described in the Task Order and (2) the acceptability of the prime contractor(s) for the project or work as well as subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the project or work where determination of such acceptability is required by the bidding documents;

2.6 Construction Phase Services

(This Section is intentionally left blank as this Vendor does not perform any Construction Phase Services.)

**ARTICLE III
VENDOR COMPENSATION**

3.1 Compensation, Generally

For the services described in each Task Order, the City agrees to pay, and the Vendor agrees to accept compensation in accordance with the compensation method and compensation terms provided for by the Task Order. For each proposed Task Order, a mutually acceptable fee shall be negotiated for completion of the services described in the Task Order after the scope of services has been defined, but before the Task Order is issued. In the event that a service is assigned to Vendor by the City and a specific fee is not established in the Task Order, Vendor shall bill the City for professional consulting services performed using the Vendor’s hourly rate fee schedule for professional services and master fee schedule for field and lab services attached to this *Master Agreement* as Exhibit C. Notwithstanding anything herein, the City shall only be obligated to pay for those services that the Vendor can demonstrate are reasonable, provable, and within the scope of services of a properly executed Task Order.

3.2 Reimbursable Expenses

City agrees to reimburse Vendor for certain direct out-of-pocket expenses as listed below; these direct charges shall be submitted to the City on a timely basis at actual cost, verified by appropriate bills, invoices and other documents. Each claimed reimbursable expense shall not exceed One Thousand Dollars (\$1,000.00) except when authorized in a Task Order or in an advance writing by the City. Other than the following charges, Vendor shall not be entitled to claim, nor shall Vendor receive, reimbursement for any of its expenses or out-of-pocket charges

incurred while performing services for the City pursuant to this *Master Agreement* and any Task Order issued pursuant thereto:

(a) *Travel and Subsistence*

Vendor shall be reimbursed for travel and subsistence in accordance with § 112.061, Florida Statutes (2023) for any Class A travel or Class B travel required by the terms of this *Master Agreement* or by Task Order. All travel and subsistence claims shall be determined based on travel time and distance from Vendor’s closest local office to Bartow, Polk County, Florida. Notwithstanding anything in this *Master Agreement* to the contrary, Vendor shall not claim, and Vendor shall not be entitled to receive, any reimbursement for travel and subsistence claims for Class C travel, travel between any two of Vendor’s offices, travel between any of Vendor’s offices and any of Vendor’s subcontractor’s offices, or travel between any of Vendor’s offices and Bartow, Polk County, Florida.

(b) *Printing and Reproduction*

The actual cost of reproduction of reports, plans and specifications except as otherwise provided for in or required by this *Master Agreement*.

(c) *Services of Others*

The actual cost of services for others when authorized by the City.

3.3 No Equitable Increases in Compensation

Notwithstanding anything appearing in this *Master Agreement*, in any Task Order issued pursuant to this *Master Agreement*, or in any form of agreement or contract executed between the City and a construction contractor, Vendor’s compensation by the City shall not be equitably increased under any circumstance.

3.4 Amendments to Hourly Rate Schedule

During the term of this *Master Agreement*, Vendor’s hourly rate schedule, attached to this *Master Agreement* as Exhibit C, may only be amended by mutual agreement of the Vendor and the City in writing.

**ARTICLE IV
PAYMENTS TO VENDOR**

4.1 Payments, Generally

City shall pay Vendor for services rendered in accordance with the terms and conditions of the *Local Government Prompt Payment Act*, Part VII, Chapter 218, Florida Statutes (the “Act”).

As used in the Act, the term “interest” shall mean one percent (1%).

4.2 Withheld Payments

When the City has reasonable ground for belief, or information to believe, that (a) Vendor will be unable to perform the assigned services under any Task Order within the related time frame or (b) a meritorious claim exists against Vendor or the City arising out of Vendor’s negligence or Vendor’s breach of any provision of this *Master Agreement* or any Task Order, City may withhold a payment otherwise due and payable to Vendor. Any payment so withheld may be retained by the City for such period as it deems advisable to protect the City against any loss or deprivation that the City may incur. This provision is intended solely for the benefit of the City and no person shall have any right against the City, or its agents, employees or officials, by reason of the City’s withholding of Payments. Interest no greater than one percent (1%) simple interest, per month shall only be payable by the City on amounts withheld under this provision if the City has acted without justification. This provision shall not be construed to limit or in any way prejudice any other right that may accrue to the City.

4.3 Payment at Termination

Upon the termination of this *Master Agreement*, Vendor shall prepare a final and complete statement for all services and reimbursable expenses incurred since the posting of the last statement to and through the date of termination.

4.4 Final Payment

The acceptance by Vendor, its successors, or assigns, of any final payment due upon termination of this *Master Agreement* or termination of any Task Order, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized services rendered prior to such final payment that Vendor, its successors, or assigns have or may have against the City under the provisions of this *Master Agreement* or Task Order, unless otherwise previously and properly filed pursuant to the provisions of this *Master Agreement* in a court of competent jurisdiction. This subsection does not affect any other portion of this *Master Agreement* that extends obligations of the parties beyond final payment.

4.5 Sales Tax

Under Florida law, City is exempt from sales taxes imposed upon professional services when City purchases such services directly. Vendor agrees to pay actual taxes imposed or assessed as a result of the provision of any services provided under this *Master Agreement* or any Task Order issued hereunder. City and Vendor agree that this subsection may be modified by a duly executed amendment in the event of future changes to Florida law that affect the parties, terms, or conditions of this *Master Agreement*.

4.6 Payment Disputes

In accordance with the Act, § 218.76(2), Florida Statutes, any dispute arising with respect to payment by the City pursuant to this *Master Agreement*, or any Task Order issued hereunder, shall not constitute a material breach of this *Master Agreement* but shall, instead, be subject to the dispute resolution procedure provided for by local law. In the absence of such procedure, a dispute shall be subject to mediation before any party may terminate this *Master Agreement* for cause, or institute litigation.

**ARTICLE V
TERM OF AGREEMENT, SUSPENSION OF WORK AND TERMINATION**

5.1 Term of Agreement

This *Master Agreement* shall be effective on the day it is executed by both parties (“Effective Date”). The initial term of this *Master Agreement* shall begin on its Effective Date and end on September 30 of the third full municipal fiscal year thereafter. Upon expiration of the initial term, or of any renewal term, this *Master Agreement* may be renewed for a new term of three (3) fiscal years by mutual agreement of the parties.

5.2 Suspension of Work

Work being performed under this *Master Agreement* may be suspended as follows:

(a) *By City*

By written notice to Vendor, City may suspend all or a portion of Vendor’s work under this *Master Agreement*, including any Task Order issued hereunder, if unforeseen circumstances beyond the City’s control make normal progress impracticable. If the suspension is greater than sixty (60) days, Vendor shall have the right to terminate this *Master Agreement* in accordance with Paragraph 5.3(c) below. The City’s suspension of work hereunder shall be without prejudice to any other remedy of the City at law or equity.

(b) *By Vendor*

By written notice to the City, Vendor may suspend work under this *Master Agreement*, including any Task Order hereunder, if it reasonably determines that working conditions at a work site that are outside of its control are unsafe or in violation of applicable laws. If the suspension is greater than sixty (60) days, the City shall have the right to terminate this *Master Agreement* in accordance with Paragraph 5.3(c) below. The Vendor’s suspension of work hereunder shall be without prejudice to any other remedy it may have at law or equity.

5.3 Termination of Agreement

(a) *By City*

This *Master Agreement* may be terminated by the City as follows:

- (1) for its convenience on thirty (30) days’ written notice to Vendor; or
- (2) for cause, if Vendor or any entity utilized by Vendor to provide services under this *Master Agreement* materially breaches this *Master Agreement* through no fault of the City and Vendor neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after City has given written notice of the alleged breach to Vendor.

(b) *By Vendor*

This *Master Agreement* may be terminated by Vendor as follows:

- (1) for its convenience on ninety (90) days’ written notice to City; or
- (2) for cause, if the City materially breaches this *Master Agreement* through no fault of Vendor and the City neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after Vendor has given written notice of the alleged breach to the City.

(c) *Termination After Suspension*

If work under this *Master Agreement* has been suspended under the provisions of Paragraph 5.2 for more than sixty (60) days in the aggregate, the party with a right of termination may, for its convenience and upon five (5) days’ notice to the other party, terminate this *Master Agreement*.

**ARTICLE VI
DOCUMENTS AND INSTRUMENTS OF SERVICE**

6.1 Documents; Ownership and Reuse

All documents, including without limitation, drawings, test results, recommendations, technical specifications, and reports, whether in hard copy or electronic form, which are prepared by Vendor solely as a result of or for the purposes of this *Master Agreement*, shall become the property of the City when Vendor has been fully compensated for its services under each Task Order. The City’s alteration of Vendor’s work product or its use for any other purpose shall be at the City’s own risk and the City shall hold harmless and indemnify, in an amount not to exceed the monetary limits of Florida’s waiver of sovereign immunity announced in § 768.28(5), Florida Statutes (2023) in total regardless of the theory or cause of action, against all losses, damages,

costs and expenses, including attorneys’ fees, that may arise out of or relate directly to any such alteration or unauthorized use. Nothing contained herein or in any task order shall be deemed a transfer, assignment or divestiture by Vendor of its trade secrets, know-how or intellectual property.

6.2 Electronic Documents

As an accommodation to the City, Vendor shall make copies of its work product documents available in standardized electronic computer-readable media. These documents will duplicate the original documents provided as work product pursuant to Task Orders. During the performance of work under this *Master Agreement* Vendor will maintain an official copy of each of its work product documents in electronic form, which shall serve as the official archived electronic record. Upon receipt of final payment, Vendor shall transfer to the City all of its official archived electronic records. Vendor may keep and use a copy of the City’s official archived electronic records for its own purposes.

**ARTICLE VII
INDEMNIFICATION**

7.1 Vendor’s Indemnification

To the fullest extent permitted by law, and in consideration of the amount stated on any Task Order, Vendor shall indemnify and hold harmless the City and its officers and employees, from liabilities, damages, 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 Vendor and other persons employed or utilized by the Vendor in the performance of this *Master Agreement* and in each Task Order issued hereunder.

Without limiting the generality of the foregoing, the City and the Vendor agree that, as used in this indemnification:

- (a) the phrase “liabilities, damages, losses, and costs” shall include by way of explanation and not of limitation: (1) charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during any operations under this *Master Agreement*, any Task Order issued hereunder, and any project, task or work performed hereunder;
- (b) the phrase “reasonable attorneys’ fees” shall include by way of explanation and not of limitation any and all fees, charges, and expenses for the professional services

of attorneys and their offices in any and all pre-suit, trial, appellate and bankruptcy proceedings or otherwise; and

- (c) the phrase “negligence, recklessness, or intentionally wrongful conduct” shall include by way of explanation and not of limitation the negligent, reckless, or intentional violation of any applicable federal, state, county, or local law, by-law, statute, ordinance or regulation and the negligent, reckless, or intentional acts or omissions of the Vendor, any person or organization directly employed by Vendor, and anyone for whose acts any of them may be liable, during the performance of any services as may be described or provided in this *Master Agreement*, any Task Order issued hereunder, or in any project, task or work performed hereunder.

In any and all claims against the City, or any of its officers and employees, by any person employed or utilized by the Vendor in the performance of this *Master Agreement* or in the performance of any Task Order issued hereunder, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or any other person or organization under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Vendor or any other person or organization.

The City and the Vendor agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes, to contain any limited conditions or limitations of liability, and to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

7.2 Guarantee Against Infringement

The Vendor guarantees that all services provided under this *Master Agreement* shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this *Master Agreement*, Vendor shall indemnify, hold harmless, and defend the City, its elected officials, officers, directors, employees, agents, assigns, and servants from and against liability and liabilities, including expenses, costs, and legal fees (including but not limited to attorneys’ fees at pre-suit, trial, appellate, and bankruptcy proceedings or otherwise), for actual or alleged infringement of any patent, copyright, and trademark by Vendor resulting from the use of any goods, services, or other item provided to the City under this *Master Agreement*, and of which Vendor is not the patentee, assignee, licensee, or lawfully entitled to sell same. In addition, the Vendor shall indemnify, hold harmless, and defend the City, its elected officials, officers, directors, employees, agents, assigns, and servants, from any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system. Notwithstanding the foregoing, Vendor may elect to provide non-infringing services at its expense.

The foregoing shall not apply to information provided by the City, nor shall it apply in the event the City uses any goods, services or items provided under this *Master Agreement* for any purpose other than that for which the Vendor created it.

7.3 Payment of Claims

In the event of any liabilities, damages, losses, costs, expenditures, fines or fees which fall within the indemnities set forth above in paragraphs 7.1 and 7.2 of this *Master Agreement*, payment of any amount due pursuant thereto shall, after receipt of written notice by Vendor from the City that such amount is due, be made by Vendor prior to the City being required to pay same, Vendor shall promptly reimburse the City for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the day of the City’s payment. To the extent considered necessary by the City, any sums due to Vendor under this *Master Agreement* and any Task Order issued hereunder may be retained by City until all of the City’s claims for indemnification pursuant to this *Master Agreement* have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the City.

7.4 Consideration for Indemnifications

(a) Vendor acknowledges that the consideration provided to it by the City, in the form of the amount stated on a Task Order, or payable pursuant to a Task Order, or payable under this *Master Agreement*, is sufficient for all contractual indemnifications given by it to the City in this Article VII.

(b) To the extent a monetary limitation on indemnification in connection with a project or work on real property owned by the City is required to be stated by the parties in this *Master Agreement* or in a relevant Task Order under Florida laws and statutes, and in particular Sections 725.06 and 725.08, Florida Statutes, and only in the event of such circumstances and to such extent, the parties agree that the applicable monetary limitation shall bear a reasonable commercial relationship to the project or work and be:

- (1) for services provided that are for a City project or work valued at less than \$1 million at the time of service, not less than the statutory amount of \$1 million per occurrence; and
- (2) for services provided that are for a City project or work valued at greater than \$1 million at the time of service, not less than the value of the project or work per occurrence.

**ARTICLE VIII
INSURANCE**

8.1 Insurance, Generally

Vendor shall purchase, maintain, and keep in full force, effect, and good standing, policies

of insurance with general lines insurance carriers licensed to do business in the State of Florida rated B+ or better by A.M. Best, and any other insurance necessary, to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, its operations, performance, or services, or all of these things, or any of these things in combination, whether such operations, performance or services are by Vendor, any of its officers, employees, agents or subcontractors, or anyone for whose act or acts it may be liable:

- (a) Claims under Workers Compensation, disability benefit, or other (similar) employee benefit acts; and
- (d) Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees; and
- (e) Claims for damages for personal injury; and
- (f) Claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting therefrom.

8.2 Limits of Liability and Specific Requirements

The insurance required by this *Master Agreement* shall be written for not less than the limits of liability specified below, or required by law, **whichever is greater**, and shall include contractual liability insurance as applicable to Vendor’s obligation under Paragraph 8.1, above.

(a) *Worker’s Compensation*

Coverage is to apply for all employees for statutory limits in compliance with applicable state and federal laws. The policy must include Employers' Liability with a limit of not less than \$500,000 each accident, not less than \$500,000 each employee, and not less than \$500,000 policy limit for disease.

(b) *Commercial General Liability*

Vendor shall maintain commercial general liability (“CGL”) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the location or project in the amount of not less than \$1,000,000. Products and completed operations aggregate shall be in the amount of not less than \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at not less than \$100,000.

(c) *Commercial Automobile Liability Insurance*

Vendor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (included owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Errors and Omissions*

Vendor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of not less than \$1,000,000, with a \$500,000 self-insured retention or, Vendor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage) and will thereafter recover the self-insured retention from the insured. The errors and omissions policy shall be in effect and shall insure Vendor’s performance on City projects in accordance with the terms thereof. The coverage must respond to all claims reported within four (4) years following the period in which coverage is required.

8.3 Insurance Administration

Vendor shall file insurance certificates with the City, evidencing all insurance coverages referred to in this Article, at least ten (10) calendar days after the Effective Date of this *Master Agreement*. The certificates shall be fully acceptable to the City in both form and content, and shall provide and specify that the related insurance coverage shall not be canceled or changed without at least thirty (30) calendar days prior written notice having been given to the City. Vendor further agrees that no material modification or reduction shall be made to any insurance policy coverage referred to in this *Master Agreement*, unless Vendor gives written notice to the City within seven (7) calendar days of Vendor having been given notice by the insurer of such material modification or reduction. "Material modification" shall mean but not be limited to, reduction in the limit of liability by endorsement to the policy during the policy period, change and types of claims payable, or any other change that significantly reduces the coverage originally provided in the policy's terms. Vendor shall have thirty (30) calendar days following any such modification to file a revised insurance certificate with the City demonstrating that the particular coverage has either been reinstated, or has been provided through one or more other insurers that are acceptable to the City. Failure of Vendor to obtain the City’s approval, or to satisfy the City with respect to the form and content of Vendor insurance certificates, shall be grounds for termination of the *Master Agreement* as specified in Paragraph 5.3(a)(2). It is also understood and agreed that it is Vendor’s sole burden and responsibility to coordinate activities between itself, the City, and its insurers so that certificates are acceptable to and accepted by the City within the time limits described herein.

8.4 City to be Additional Insured; Vendor to be Primary Insured

The City shall be listed as an additional insured on all insurance coverage required by this *Master Agreement*, except worker’s compensation and professional liability/errors and omissions

insurance. Furthermore, all other insurance policies pertaining to the services to be performed under this *Master Agreement* and any Task Order issued hereunder shall memorialize that the insurance provided by Vendor, Vendor’s subcontractors, or all of these entities (“primary insureds”) shall apply on a primary basis, and that any other insurance maintained by the City shall be in excess of and shall not contribute to or be commingled with the primary insureds’ insurance.

8.5 Insurance to be Without Recourse

Vendor shall ensure that any company issuing insurance to cover the requirements contained in this *Master Agreement* agrees that they shall have no recourse against the City for payment or assessments in any form on any policy of insurance. All required insurance policies shall preclude any insurer’s rights of recovery or subrogation against the City with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance. Violation of the terms of this paragraph and its subparts shall constitute a breach of this *Master Agreement*, and the City, at its sole discretion, may cancel the *Master Agreement* and all rights, title and interest of the Vendor shall thereupon cease and terminate.

8.6 City’s Right to Require Additional Insurance

(This Section is intentionally left blank by mutual agreement of the Parties.)

8.7 Insurance Required Before Commencement of Activity

Vendor shall not commence performance of duties under this *Master Agreement* or any Task Order issued hereunder until it has obtained all insurance coverages required under this Article and all certificates of insurance have been approved by the City. Further, Vendor shall not allow any of its subcontractors to commence performance of duties under any contract or agreement with the City until all similar such insurance coverages and certificates of insurance required have been obtained and approved.

8.8 City’s Right of Inspection

Vendor shall, upon thirty (30) days written request from the City, deliver copies to the City of any or all insurance policies that are required in this *Master Agreement*; **provided however** that Vendor shall be entitled to redact all confidential information on copies of all such policies of insurance that are delivered to the City, other than appropriate and relevant coverage information, policy limits, policy deductibles, insurance exclusions and information related thereto.

**ARTICLE IX
MUNICIPAL PROVISIONS**

9.1 Sovereign Immunity

City is a sovereign Florida municipal government. Nothing contained in this *Master*

Agreement, nor any City indemnification made herein if any such indemnification exists, is intended or shall be construed to waive the City’s sovereign immunity. With respect to the matter of compensation for work performed, the parties agree that the total liability of the City to Vendor shall not exceed the agreed-upon price established in each Task Order issued hereunder. For all other matters, the parties agree that the total liability of the City to Vendor shall not exceed the City’s limits of liability as set forth in § 768.28(5), Florida Statutes (2023), regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

9.2 Audit Rights

The City reserves the right to audit the records of Vendor related to compensation issues associated with an authorized Task Order at any time during the execution of the Task Order and for a period of one (1) year after final payment is made. Failure of Vendor to maintain sufficient auditable records will authorize the City to determine, at its sole and conclusive discretion, the time and cost expended from information maintained by Vendor relevant to the Task Orders, work and projects performed pursuant to this *Master Agreement*.

9.3 Public Records

Pursuant to Florida law, § 119.0701, Florida Statutes, Vendor must comply with Florida’s public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services herein.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City agency in a format that is compatible with the City’s information technology systems.

Notice Required by F.S. § 119.0701:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-534-0100, JPOOLE.CLERKS@CITYOFBARTOW.NET, 450 N. WILSON AVE., BARTOW, FL 33830.

**ARTICLE X
GENERAL PROVISIONS**

10.1 No Assignment

This *Master Agreement* is binding on the heirs, successors, and assigns of the parties hereto. This *Master Agreement* may not be assigned by Vendor or the City without prior, written consent of the other. Vendor shall not sublet, assign, or transfer any work under this *Master Agreement* without prior written consent of the City.

10.2 No Benefit for Third Parties

The services to be performed by Vendor under this *Master Agreement* are intended solely for the benefit of the City, and no benefit is conferred on, nor is any contractual relationship established with any person or entity not a party to this *Master Agreement*.

10.3 Compliance with Applicable Laws; New Regulations; Ethical Warranty

- (a) Vendor agrees to comply with all applicable federal, state, and local laws or ordinances applicable to all of the provisions of this *Master Agreement* and all Task Orders issued hereunder.
- (b) Vendor agrees that at such time as the applicable local, state, or federal agencies modify their grant procedures in order for the City or Vendor to qualify for local, state or federal funding for the services to be rendered by Vendor hereunder, then vendor shall consent to and make such modifications or amendments in a timely manner. If Vendor is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for services to be rendered herein, then the City shall have the right, by written notice to Vendor, to terminate this *Master Agreement* for convenience.
- (c) Vendor represents and warrants unto the City that no officer, employee, or agent of the City has any interest, either directly or indirectly, in the business of Vendor to be conducted hereunder. Vendor further represents and warrants unto the City that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this *Master Agreement*, or any Task Order issued hereunder and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value to any person, company, corporation, individual, or firm, other than a bona fide employee

working solely for Vendor, in consideration for or contingent upon, or resulting from the award or making of this *Master Agreement*. Further, Vendor also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this *Master Agreement*, to employ or retain the services of any person, company, individual or firm in connection with carrying out this *Master Agreement*. It is absolutely understood and agreed by Vendor that, for the breach or violation of this representation and warranty, the City shall have the right to terminate this *Master Agreement* without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any percentage, gift, loan, or anything of value paid by Vendor. Vendor shall also require, by contract, that all of its subcontractors shall comply with the provisions of this representation and warranty.

10.4 Severability and Substitution

If any part of this *Master Agreement*, or any Task Order issued hereunder, is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, and a similar, valid and enforceable provision of like effect and intent shall be inserted in its place as far as is practicable. If the unenforceable part of this *Master Agreement* or Task Order cannot be remedied by substitution, it shall be excised and the remainder of the *Master Agreement* or Task Order shall be in full force and effect as if adopted in its absence. To this extent, the parties declare this *Master Agreement* and all subordinate Task Orders to be severable.

10.5 Venue

- (a) This *Master Agreement* and all Task Orders issued hereunder are made and entered into in the City of Bartow, County of Polk, State of Florida. Each of the parties hereto hereby irrevocably agrees that venue for any suit, action or other legal proceeding against any of them arising with respect to this *Master Agreement* or Task Order issued hereunder shall lie exclusively in the state court system situated in Polk County, State of Florida, consisting currently at the time of execution of this *Master Agreement* of the County Court in and for Polk County, Florida and the Circuit Court for the Tenth Judicial Circuit in and for Polk County, Florida.
- (b) Each of the parties hereto hereby irrevocably agrees that venue for any suit, action or other legal proceeding against any of them arising with respect to this *Master Agreement* or Task Order issued hereunder shall not lie in any federal court, regardless of diversity of citizenship, amount in controversy or basis of question.
- (c) Each of the parties hereto hereby irrevocably agrees to waive any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in Paragraph 10.5(a) or to service of any writ, summons or other legal process in accordance with applicable law.

10.6 Attorneys' Fees

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable attorneys' fees and all other costs of such proceedings, both trial and appellate.

10.7 Subordination of Task Orders

The provisions of this *Master Agreement* are superior to any provision set forth in a subsequent Task Order entered into pursuant to the terms of this *Master Agreement*. In the event of any discrepancy between the language of this *Master Agreement* and any subsequent Task Order, the provisions of such Task Order are subject to and subordinate to the provisions of this *Master Agreement* and the language of this *Master Agreement* shall prevail.

10.8 Governing Law; Merger; Amendments

- (a) The validity, interpretation, construction and effect of this *Master Agreement* shall be in accordance with and governed by the laws of the State of Florida only.
- (b) This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- (c) No alteration, change, or modification of the terms of this *Master Agreement* shall be valid unless made in writing and signed by both parties hereto.

10.9 Headings

The headings or titles of the paragraphs of this *Master Agreement* are for purposes of convenience only and shall not be utilized for purposes of interpretation of any of the provisions of this *Master Agreement*.

10.10 Remedies

All remedies provided in this *Master Agreement* shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available to either party, at law or in equity. No delay or omission to exercise any City right or City power accruing upon any event of default shall impair any City right or City power nor shall it be construed to be a waiver of any event of default or acquiescence in it, and every City right and City power may be exercised from time to time as often as may be deemed expedient.

10.11 Public Entity Crimes

Any person or affiliate, as defined in § 287.133, Florida Statutes, shall not be allowed to contract with the City, nor be allowed to enter into a subcontract for work on this *Master Agreement*, if such person or affiliate has been convicted of a public entity crime within three (3) years of the date this *Master Agreement* was advertised for proposals, or if such person or affiliate was listed on the State of Florida’s convicted vendor list within three (3) years of the date this *Master Agreement* was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency, federal, state or local, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with the City obtained in violation of this Paragraph shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this Paragraph shall be removed from all work and promptly replaced by a subcontractor acceptable to the City.

10.12 Licenses

Vendor shall, during the life of this *Master Agreement*, procure and keep in full force, effect and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state and federal law in order for Vendor to render professional consulting services to the City. Vendor shall require all of its subcontractors to comply by contract with the provisions of this Paragraph.

10.13 Mutual Waiver of Claim

Vendor and the City hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this *Master Agreement* or any part thereof, or by any judgment or award in any suit or proceeding declaring this *Master Agreement* null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

10.14 Notices

All notices, demands, requests, consents, approvals, and other communications (collectively, “Notices”), required or permitted to be given hereunder shall be in writing and sent by electronic mail and by either: (a) registered or certified mail, postage prepaid, return receipt requested; or, (b) special delivery service (e.g., Federal Express, DHL, UPS); addressed to the party to be so notified as follows:

City of Bartow, Florida
Master Professional Services Agreement
Raftelis
RFQ No. CM2023-24-01

City:

Mike Herr
City Manager
City of Bartow, Fla.
450 N. Wilson Ave.
Bartow, Florida 33830
Email: mherr@cityofbartow.net

With a copy to:

Sean R. Parker, Esq.
City Attorney, City of Bartow, Fla.
Boswell & Dunlap LLP
245 South Central Avenue
Bartow, Florida 33830
Email: srp@bosdun.com

Vendor:

At the address specified on Page 1 hereof

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person or delivered to the previously-designated address shall be effective.

10.15 Authorization

The persons executing this *Master Agreement* on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this *Agreement*, and that such persons have been duly authorized to execute this *Master Agreement* on their behalf.

10.16 Scrutinized Companies

Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. Vendor certifies that it does not and did not at any time since the submission of a response to the initial solicitation resulting in this *Master Agreement* participate in a boycott of Israel; that it is not on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and that it does not engage in business operations in Cuba or Syria. Vendor understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the City may terminate this *Master Agreement* and any Task Order(s) issued hereunder, at the City's option if the Vendor is found to

have submitted a false certification.

10.17 E-Verify

Vendor is obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes and to register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor and any subcontractor hired by the Vendor. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this *Master Agreement* and any Task Order(s) issued hereunder. If a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court of competent jurisdiction no later than 20 calendar days after the date of termination. If this *Master Agreement* is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination.

10.18 No Consideration of Social, Political, or Ideological Interests

Vendor acknowledges receipt of notice from the City of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor’s social, political or ideological interests or requesting documentation from, or considering, a prospective contractor’s social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. Vendor affirms and agrees that the City did not request any documentation about, or give any consideration to, the Contractor’s social, political, or ideological interests in the award process for this *Master Agreement*.

10.19 Contracting with Foreign Entities

Vendor certifies that it is not owned by the government of the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively “Foreign Countries of Concern”), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Vendor certifies that no government of a Foreign Country of Concern has a “controlling interest” in Vendor as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Vendor organized under the laws of a Foreign Country of Concern, nor does the Vendor have its principal place of business located in a Foreign Country of Concern. If the Vendor is permitted access to the personal identifying information of any individual as part of its work under this *Master Agreement* or any Task Order issued hereunder, Vendor agrees to notify the City in advance of any contemplated transaction that would cause Vendor to be disqualified from such access under Section 287.138 of the Florida Statutes. Vendor agrees to furnish the City with an affidavit signed by an officer or representative of the Vendor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.


City of Bartow, Florida
Master Professional Services Agreement
Raftelis
RFQ No. CM2023-24-01

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Vendor

Raftelis Financial Consultants, Inc.

Executed this 29th day of April, 2024

By: 
Name:
Title:

City of Bartow, Florida:

Executed this 30th day of April, 2024

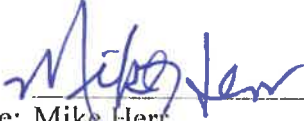
By: 
Name: Mike Herr
Title: City Manager

EXHIBIT 'A'
MASTER AGREEMENT SCOPE OF WORK

This is a continuing contract pursuant to F.S. § 287.055 for the performance of consulting services. Pursuant to the terms of the RFQ, a copy of the Vendor's qualifications statement considered by the City is attached hereto and incorporated herein in this Exhibit 'A' as part of the description of retained services under this continuing contract. Services under this continuing contract shall principally be in the following disciplines:

Utility and Local Government Consulting Services

Note: Amendments to this Scope of Work Exhibit may only be made in accordance with Section 287.055, Florida Statutes, and the terms and conditions of RFQ No. CM2023-24-01.

***** END OF SCOPE OF WORK EXHIBIT *****

EXHIBIT 'B'
KEY PROFESSIONALS

For purposes of this agreement, key professionals are identified on the Vendor's qualifications statement considered by the City for *RFQ No. CM2023-24-01*, a copy of which is incorporated herein by reference. Those professionals include:

Henry Thomas, Project Director
Joe Williams, Project Manager/Utility Rates and Finance
Mike Burton, Project Manager/General Government
Shawn Ocasio, Staff Consultant – Stormwater
Mark Tuma, Staff Consultant – Water/Wastewater
Trevor McCarthy, CGFM, Staff Consultant – Solid Waste
Dianne Holloway, Staff Consultant
Tristen Townsend, Staff Consultant

*** END OF KEY PROFESSIONALS EXHIBIT ***

EXHIBIT 'C'
VENDOR'S HOURLY RATE SCHEDULE

For purposes of this agreement, the Vendor's Standard Hourly Billing Rates schedule is attached and incorporated herein by reference.

*** END OF VENDOR'S HOURLY RATE EXHIBIT ***

EXHIBIT C

Raftelis' 2024 Standard Hourly Billing Rates

<u>Position</u>	<u>Hourly Billing Rate*</u>
Chair/Chair Emeritus	\$500
Chief Executive Officer/President	\$450
Executive Vice President	\$400
Vice President	\$360
Senior Manager	\$320
Recruiter	\$295
Principal/Senior Advisor	\$295
Manager	\$285
Senior Consultant	\$250
Executive Coach	\$250
Consultant	\$220
Creative Director	\$220
Associate Consultant	\$185
Graphic Designer	\$160
Analyst	\$135
Administration	\$100

* These rates will be in effect for calendar year 2024 and will then increase annually by 3% unless specified otherwise by contract.

** For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

MARCH 4, 2025, AT 6:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discussion of Consultant Agreement To Prepare Facilities Plan and Survey (**Public Works**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: PUBLIC WORKS
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none"> • Map • Town of Eatonville – FDEP SRF Grant Drinking Water and Clean Water Facilities Plans • Town of Eatonville – Kennedy Boulevard Utility Survey
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: Request is for the Town Council to discuss and consider approval of the CPH and Town of Eatonville agreements for the Facilities Plan and Surveying Services.

SUMMARY: The FDEP requires the grantees to perform a facilities plan which is a preliminary plan for all the work proposed in the scope of work. First the agreement between CPH and the Town of Eatonville to provide engineering services to prepare the facilities plan for FDEP for the planning phase of the water and sewer infrastructure project.

Second Task agreement between CPH and Town of Eatonville to perform surveying services. After this plan is approved; we can move into the engineering services then start the construction phase.

RECOMMENDATION: Recommendation is for the Town Council to discuss and consider approval of the CPH and Town of Eatonville agreements for the Facilities Plan and Surveying Services.

FISCAL & EFFICIENCY DATA: The current approve budget has funds allocated for services in 300-0536-536-3401 (professional services) The funds allocated for these services are included in the FDEP State Revolving Fund Grant.

January 16, 2025

Ms. Valerie Mundy
Public Works Director
Town of Eatonville
307 East Kennedy Blvd
Eatonville, Florida 32751
CPH Job No. 201.2500037

1117 East Robinson St.
Orlando, FL 32801
Phone: 407.425.0452
Fax: 407.648.1036

RE: Town of Eatonville – FDEP SRF Grant Drinking Water and Clean Water Facilities Plans

Dear Ms. Valerie,

In order for the Town of Eatonville (TOWN) to receive Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) grant funding, Facilities Plans need to be prepared for both the water and wastewater systems. The purpose of this proposal is to provide a scope of engineering services related to preparing the following:

1. Updated Potable Water Master Plan
2. Drinking Water Facilities Plan
3. Updated Clean Water Facilities Plan

As you are aware, the Town submitted Requests for Inclusion (RFI) for both FDEP SRF Drinking Water (\$14,565,300) and Clean Water (\$19,823,000) funding. In February 2024, the Town was notified that they were approved to receive grant funding for both projects to harden the public water and wastewater systems against future extreme weather events and increase the system's resilience to hurricanes, tropical storms, wind events, and localized flooding, and the consequent emergencies spawned by those events and approved improvements.

This proposal is being submitted in accordance with *MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES* dated January 19, 2022, between the TOWN and the firm of CPH Consulting, LLC (CPH). A detailed scope of services is provided in **Exhibit A**. CPH proposes to perform the services for a lump sum fee of **\$133,725**. The labor-hour cost breakdown table is provided in **Exhibit B**.

If the Town is in agreement with our proposal, then please have the Town Mayor sign the attached signature page for authorization to proceed with the described work. As always, CPH appreciates this opportunity to provide our services to the Town.

Sincerely,
CPH Consulting, LLC



Scott A. Breitenstein, P.E.
Division Manager – Treatment Facilities

ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT ARE HEREBY INCORPORATED HEREIN.

IN THE EVENT THAT THE LANGUAGE OF THIS PROPOSAL IS CONSTRUED TO BE IN CONFLICT WITH THE LANGUAGE IN THE MASTER AGREEMENT, THE LANGUAGE OF THE MASTER AGREEMENT SHALL CONTROL.

Made and executed by and between the TOWN and the CPH on this EXECUTED date HEREIN.

Town:

**TOWN OF EATONVILLE, a Florida
municipal corporation**

By:

Angie Gardner
Title: Mayor

DATE: _____

Consultant:

CPH Consulting, LLC,



By:

Scott A. Breitenstein, P.E.
Title: Division Manager – Treatment Facilities

EXHIBIT A

SCOPE OF SERVICES

TOWN OF EATONVILLE FDEP SRF GRANT DRINKING WATER AND CLEAN WATER FACILITY PLANS SCOPE OF SERVICES EXHIBIT “A”

PROJECT BACKGROUND

In February 2024, the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Intended Use Plan for the Supplementation Appropriate for Hurricane Fiona and Ian Consolidated Appropriations Act adopted the Town of Eatonville’s Request for Inclusions (RFIs) to receive grant funding for hardening both the water and wastewater systems against future extreme weather events and increase the system's resilience to hurricanes, tropical storms, wind events, and localized flooding, and the consequent emergencies spawned by the hurricane events.

- Project No. DW-4802A - FDEP Drinking Water 2023 State Revolving Fund Supplemental Appropriation for Hurricane Fiona and Ian = \$14,565,300
- Project No. CW-48029 - FDEP Clean Water 2023 State Revolving Fund Supplemental Appropriation for Hurricane Fiona and Ian = \$19,823,000

As a requirement for funding, the Town must have both a Drinking Water and Clean Water Facilities Plan Documentation prepared in accordance with (62-503, F.A.C) which include the following:

1. Executive Summary
2. Cost Comparison of Alternatives (up to three (3))
3. Environmental Effects/Benefits that evaluate Flora, Fauna, Endangered Species, Water Bodies, Agricultural Lands, Wetlands, and Undisturbed Areas
4. Alternative Evaluation Selection
5. Statement on Environmental Justice
6. Public Participation
7. Financial Feasibility
8. Project Schedule

In 2024, a potable water master plan was prepared for the Town. However, the hydraulic model did not include the Proposed Lake Bell Water Treatment Plant (WTP) or the extension of the water service main west on Kennedy Boulevard to Forest City Road. As a result, the hydraulic model will be updated, and the water master plan revised to include the proposed Lake Bell WTP and the proposed extension of the water main to Forest City Road.

A Drinking Water Facilities Plan was not previously prepared for the potable water system and is required for grant funding. As a result, a Drinking Water Facilities Plan will be prepared considering the updated potable water master plan, which will include the proposed Lake Bell WTP and the proposed extension of the water main to Forest City Road.

In April 2020, a Clean Water Facilities Plan was prepared based on results of the wastewater a Sanitary Sewer Evaluation Study (SSES). As a result, the Clean Water Facilities Plan will be reviewed and revised to include recommendations and update the engineer's opinion of construction costs based on current construct cost estimates.

SCOPE OF SERVICES

TASK 1 – PROJECT SETUP AND KICK-OFF MEETING

- a) Set-up project and prepare a Project Work Plan with tentative schedule.
- b) Conduct Kick-Off Meeting to identify roles, set a tentative schedule, review Town's Program Manager requirements and request available data. Prepare and distribute Kick-Off Meeting Minutes for TOWN record.

TASK 2 – UPDATE POTABLE WATER SYSTEM MASTER PLAN

- a) Update Hydraulic Model to include the proposed Lake Bell WTP and the proposed extension of the water main to Forest City Road.
- b) Prepared revised 2025 Potable Water Master Plan and present to Town Council.

TASK 3 – PREPARE DRINKING WATER FACILITIES PLAN

- a) CPH will subcontract Aclus Engineering, LLC, a Certified Minority-Owned Enterprise (MBE) to provide Drinking Water SRF Funding Assistance (**Attachment A**)
- b) Prepare Water Facilities Plan Documentation for Drinking Water SRF grant in accordance with (62-503, F.A.C) to include:
 - Executive Summary
 - Cost Comparison of Alternatives (up to three (3))
 - Environmental Effects/Benefits that evaluate Flora, Fauna, Endangered Species, Water Bodies, Agricultural Lands, Wetlands, and Undisturbed Areas (**Attachment B**).
 - Alternative Evaluation Selection
 - Statement on Environmental Justice
 - Public Participation Process
 - Advertisement affidavit

- Public discussion of alternatives
 - Documentation of discussion
 - Financial Feasibility
 - Project Schedule
 - Assist with efforts to Adopt Resolution
- c) Discuss and coordinate with the Town’s Program Manager for construction delivery methods, project program scheduling and solicitation.
- d) Assist Town’s Program Manager with advertisement and agreement documents.
- e) Respond to and resubmit documents to obtain grant funds.
- f) Assist the Town’s Program Manager with the grant application, execution, schedule, and attendance at Town Council meeting(s) on grant execution.

TASK 4 – UPDATE CLEAN WATER (WASTEWATER) FACILITIES PLAN

- a) CPH will subcontract Aclus Engineering, LLC, a Certified Minority-Owned Enterprise (MBE) to provide Clean Water SRF Funding Assistance (**Attachment C**).
- b) Prepare Updated Wastewater Facilities Plan Documentation for Clean Water SRF grant in accordance with (62-503, F.A.C) to include:
- Executive Summary
 - Cost Comparison of Alternatives (up to three (3))
 - Environmental Effects/Benefits that evaluate Flora, Fauna, Endangered Species, Water Bodies, Agricultural Lands, Wetlands, and Undisturbed Areas (**Attachment D**).
 - Alternative Evaluation Selection
 - Statement on Environmental Justice
 - Public Participation Process
 - Advertisement affidavit
 - Public discussion of alternatives
 - Documentation of discussion
 - Financial Feasibility
 - Project Schedule
 - Assist with efforts to Adopt Resolution
- c) Discuss and coordinate with the Town’s Program Manager for construction delivery methods, project program scheduling and solicitation.

- d) Assist Town's Program Manager with advertisement and agreement documents
- e) Respond to and resubmit documents to obtain grant funds.
- f) Assist the Town's Program Manager with the grant application, execution, schedule, and attendance at Town Council meeting(s) on grant execution.

TASK 5 – PROJECT MANAGEMENT AND QUALITY ASSURANCE/QUALITY CONTROL

- a) Participate in regular bi-weekly meetings with Town's Program Manager and other project stakeholders from NTP up to six (6) months.
- b) Develop Smartsheet project schedule to track the progress of the project from NTP through Close-out including schedules, funding timelines and project status and notes. Smartsheet reports can be shared with the Town's Program Manager to allow for up to the minute status updates of project.
- c) Prepare monthly project status reports and invoices for up to six (6) months.
- d) Conduct QA/QC review of deliverables.

SERVICES NOT INCLUDED

The following services are not included in the scope of services at this time. However, CPH will provide any of the following services under a separate authorization.

- 1. Hydraulic Model Field Testing

SERVICES TO BE PROVIDED BY TOWN

- 1. Review submittal documents within two (2) weeks of delivery.

COMPENSATION

Compensation paid to CPH for services described herein and rendered by principals and employees assigned to the project are computed by multiplying Standard Classification Billing Rates for all classifications of employees directly engaged on the project, times the number of hours worked on the project. The Engineering lump sum fee for the services described herein is estimated to be **\$133,725**.

The lump sum fee includes out-of-pocket expenses and will be specifically identified in periodic invoicing, and include such items as transportation and subsistence of principals and employees when traveling in connection with the project, tolls, telephone calls, photocopies, prints and plots, etc. Invoices will be submitted periodically, indicating the hours expended during that billing cycle.

Attachment A
Drinking Water SRF Funding Assistance
Aclus Engineering, LLC

January 6th, 2025

Mr. Robbie Gonzalez, P.E.
Senior Project Manager
CPH Consulting LLC
1117 East Robinson Street
Orlando, Florida 32801

Subject: Proposal for Engineering Services

Project: **Drinking Water** SRF Funding Assistance – Town of Eatonville

Aclus No.: 172409

Dear Mr. Gonzalez:

In accordance with your request, Aclus Engineering, LLC (Aclus) is pleased to provide this proposal for engineering services to assist CPH with professional engineering services for the referenced Town of Eatonville (Town) Project. The Scope of Services in this proposal is in general accordance with our recent conversations.

1.0) General

The Town of Eatonville is planning to perform the following two (2) distinct projects to improve its drinking water system:

- Project 1 – Lake Bell Water Treatment Plant Rehabilitation
- Project 2 – Asbestos Cement Water Main Replacements

The Town was awarded approximately \$14 million in grant funds by the Florida Department of Environmental Protection (FDEP) to help pay for these projects. A Facilities Plan report meeting the Drinking Water State Revolving Fund (DWSRF) requirements needs to be submitted to FDEP to utilize these funds.

CPH has retained Aclus to assist with the preparation of the Drinking Water Facilities Plan and supporting CPH with funding activities as described in the Scope of Services below. CPH has already performed preliminary design activities for both projects, which will be the basis of proposed improvements described in the Facilities Plan.

2.0) Scope of Services

- 2.1) Prepare a comprehensive funding activities schedule to include the design, permitting, and construction phases of the project. This will help define the activities and deadlines associated with the funding agencies supporting this project.
- 2.2) Prepare, submit, and process a Drinking Water Facilities Plan in accordance with DWSRF requirements. Both projects, each with their respective alternatives and present worth cost analysis, will be included in the report.
- 2.3) Assist in preparing the necessary Planning documents required by SRF. This includes assistance with the Business Plan, Town Council Documentation (Resolutions, etc.), and Project Site Certification. It is assumed the Town accountant will insert the Town's accounting and financial data into the Business Plan forms.
- 2.4) Attend Town public meetings during the approval process of the Facilities Plan, and Business Plan. Assist with advertising the meetings to the public and preparing minutes of the meetings. Two (2) public meetings are assumed to be needed.

3.0) CPH's Responsibilities

- Provide all technical and cost information necessary for the Facilities Plan.
- Request information from the Town, as necessary.

4.0) Other Matters

- SRF related services during the final design phase of both projects will be performed under a separate agreement, if needed.
- It is assumed the acquisition of new property is not necessary for this project.
- It is assumed Town staff will insert the Town's accounting and financial data into the Business Plan forms.
- Bidding, SRF/FDEP construction administration, technical services during construction, and Davis-Bacon, AIS & BABA compliance activities (if needed) will be performed under a separate future proposal.
- A formal environmental study/review is not anticipated to be necessary and is therefore not included in this proposal. It is assumed the construction activities will qualify for the environmental categorical exclusion.

5.0) Compensation

Aclus will provide these services to CPH for the lump sum fee of \$31,000 as presented below:

2.1	Funding Schedule	\$3,000
2.2	Facilities Plan	\$18,000
2.3	Planning Documents	\$4,000
2.4	Public Meetings	\$6,000
		<hr/>
		\$31,000

It is understood and agreed that cost trade-offs among the various work tasks are allowable.

6.0) Schedule

Aclus will prepare and submit work product in accordance CPH's Agreement with the Town and within mutually agreed deadlines.

Please call us if you have any comments or questions. We look forward to the opportunity to serve CPH and the Town of Eatonville on this important Project.

Sincerely,



Daniel Magro, P.E.
Managing Director

Attachment B
Drinking Water Preliminary Ecological Assessment
CPH Consulting, LLC

EXHIBIT D - ENVIRONMENTAL (ECOLOGICAL) SCOPE OF SERVICES

PROJECT DESCRIPTION

The Town of Eatonville has requested CPH Environmental Services to conduct a preliminary ecological assessment to assist with project planning for a Drinking Water SRF Facilities Plan. The scope of this project includes the assessment of the Kennedy Boulevard project corridor from Forest City to the Town's Water Treatment Plant along Kennedy Boulevard. This project is for the relocation of the potable water main within Eatonville, Florida due to the County's widening of Kennedy Boulevard.

1.0 ENVIRONMENTAL SERVICES

ENV-1 Preliminary Ecological Assessment

CPH shall perform a preliminary ecological assessment on the subject property. Tasks to be completed include the following:

- Public Data Base Research: CPH will review Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) web-based files and distribution mappings and review the Atlas of Breeding Sites of Herons and Their Allies (FFWCC) to identify recorded listed species within the project site or within the vicinity of the subject property.
- Field Investigation: CPH will conduct a preliminary survey by general reconnaissance of the site for the occurrence or potential occurrence of protected species (threatened and endangered) and wetlands and surface waters. The approximate location of all observed protected species and approximate extent and configuration of wetlands and surface waters shall be identified on the FLUCFCS map or aerial photograph prints. Those species referred to as protected are listed under Florida Administrative Code 68A and Florida Statute 581.185 and Code of Federal Regulation (50 CFR 17.11 and 17.12).
- Vegetation and Land Use: CPH will prepare a Vegetation and Land Use Map covering the project site. The mapping will follow Level III nomenclature of the Florida Land Use Cover and Forms Classification System (FLUCFCS). The approximate acreage of each classification will be tabulated for the site. The map will be digitized based on "desktop" interpretation of features evident on the aerial photography, correlation with soil types and field verification for each mapped classification. The dominant vegetation of each classification will be recorded.
- Initial Archaeological & Historical Assessment: CPH shall request a determination from the State Historic Preservation Officer (SHPO) regarding archaeological and historical resources within the project area. CPH shall include the response from SHPO in the final report.
- Report: CPH shall prepare a memorandum report summarizing the habitat and land use mapping, observed protected species, current regulatory considerations, estimated wetland mitigation costs and results of the public data base search to assist with project planning as applicable to the site conditions. The Client shall receive an electronic copy of the report and figures.

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
ENV-1	Preliminary Ecological Assessment	Lump Sum	\$6,600.00
ENVIRONMENTAL SCOPE TOTAL			\$6,600.00

Additional services shall be other professional and technical services not specifically identified above. Invoices for Additional Services will be provided on an hourly plus expense reimbursement basis.

3.0 SCOPE OF WORK CLARIFICATIONS

The Environmental scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

For all site visits and meetings, travel within 100 miles round-trip from the originating CPH office shall be included in the fees provided. Travel beyond 100 miles round-trip shall be expensed as a reimbursable cost.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- Special meetings with agencies, other consultants or Client except those meetings, if any, specifically identified in the above Scope of Work
- Local, State & Federal Wetland Permitting
- Professional Surveying
- Tree Removal Permitting
- Archaeological & Historical Studies or Reports
- Gopher Tortoise Permitting and Relocation
- Section 7 or Section 10 Consultation and Studies
- Specific Wildlife Assessments and Permitting
- Survey and Engineering
- Services resulting from changes made by client following the completion of specific project tasks that require re-work by CPH
- Special meetings with agencies, other consultants or Client except those meetings, if any, specifically identified in the above Scope of Work
- Phase I, II and remediation

Attachment C
Clean Water SRF Funding Assistance
Aclus Engineering, LLC

January 6th, 2025

Mr. Robbie Gonzalez, P.E.
Senior Project Manager
CPH Consulting LLC
1117 East Robinson Street
Orlando, Florida 32801

Subject: Proposal for Engineering Services

Project: **Clean Water** SRF Funding Assistance – Town of Eatonville

Aclus No.: 172410

Dear Mr. Gonzalez:

In accordance with your request, Aclus Engineering, LLC (Aclus) is pleased to provide this proposal for engineering services to assist CPH with professional engineering services for the referenced Town of Eatonville (Town) Project. The Scope of Services in this proposal is in general accordance with our recent conversations.

1.0) General

The Town of Eatonville is planning to perform a gravity sewer rehabilitation project along Varen Drive due to the pipe's old age and deteriorated condition.

The Town was awarded approximately \$20 million in grant funds by the Florida Department of Environmental Protection (FDEP) to help pay for these projects. A Facilities Plan report meeting the Clean Water State Revolving Fund (CWSRF) requirements needs to be submitted to FDEP to utilize these funds.

CPH previously prepared a Facilities Plan for this project approximately six years ago, which needs to be updated and re-submitted to FDEP. The updates are anticipated to modify the construction scope and cost estimate. CPH has already performed preliminary design activities for the project, which will be the basis of the proposed improvements presented in the Facilities Plan.

CPH has retained Aclus to assist with the preparation of the Clean Water Facilities Plan and supporting CPH with funding activities as described in the Scope of Services below.

2.0) Scope of Services

- 2.1) Prepare a comprehensive funding activities schedule to include the design, permitting, and construction phases of the project. This will help define the activities and deadlines associated with the funding agencies supporting this project.
- 2.2) Update the Facilities Plan previously prepared by CPH to incorporate the changes in the project scope and new cost estimates. It is assumed CPH will provide technical and cost information for each alternative that needs to be incorporated into the Facilities Plan. Submit and process the Facilities Plan with the SRF.
- 2.3) Assist in preparing the necessary Planning documents required by SRF. This includes assistance with the Capital Financing Plan, Town Council Documentation (Resolutions, etc.), and Project Site Certification. It is assumed the Town accountant will insert the Town's accounting and financial data into the Capital Financing Plan forms.
- 2.4) Attend Town public meetings during the approval process of the Facilities Plan, and Business Plan. Assist with advertising the meetings to the public and preparing minutes of the meetings. Two (2) public meetings are assumed to be needed.

3.0) CPH's Responsibilities

- Provide all technical and cost information necessary for the Facilities Plan.
- Request information from the Town, as necessary.

4.0) Other Matters

- SRF related services during the final design phase will be performed under a separate agreement, if needed.
- It is assumed the acquisition of new property is not necessary for this project.
- It is assumed Town staff will insert the Town's accounting and financial data into the Capital Financing Plan forms.
- Bidding, SRF/FDEP construction administration, technical services during construction, and Davis-Bacon, AIS & BABA compliance activities (if needed) will be performed under a separate future proposal.
- A formal environmental study/review is not anticipated to be necessary and is therefore not included in this proposal. It is assumed the construction activities will qualify for the environmental categorical exclusion.

5.0) Compensation

Aclus will provide these services to CPH for the lump sum fee of \$26,000 as presented below:

2.1	Funding Schedule	\$3,000
2.2	Facilities Plan	\$13,000
2.3	Planning Documents	\$4,000
2.4	Public Meetings	\$6,000
		<hr/>
		\$26,000

It is understood and agreed that cost trade-offs among the various work tasks are allowable.

6.0) Schedule

Aclus will prepare and submit work product in accordance CPH's Agreement with the Town and within mutually agreed deadlines.

Please call us if you have any comments or questions. We look forward to the opportunity to serve CPH and the Town of Eatonville on this important Project.

Sincerely,



Daniel Magro, P.E.
Managing Director

Attachment D
Clean Water Preliminary Ecological Assessment
CPH Consulting, LLC

EXHIBIT D - ENVIRONMENTAL (ECOLOGICAL) SCOPE OF SERVICES

PROJECT DESCRIPTION

The Town of Eatonville has requested CPH Environmental Services to conduct a preliminary ecological assessment to assist with project planning for a Clean Water SRF Facilities Plan in the Eastern Service Area and the Lake Lovely Service Area. CPH shall update the Eastern Service Area preliminary ecological assessment report and prepare one report that discusses both Service Areas. Two additional areas will be assessed as part of this project to assist with project planning for the replacement of the existing pipelines. These two (2) corridors are located along Lake Destiny and Campus View within Eatonville, Florida.

1.0 ENVIRONMENTAL SERVICES

ENV-1 Preliminary Ecological Assessment

CPH shall perform a preliminary ecological assessment on the subject property. Tasks to be completed include the following:

- Public Data Base Research: CPH will review Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) web-based files and distribution mappings and review the Atlas of Breeding Sites of Herons and Their Allies (FFWCC) to identify recorded listed species within the project site or within the vicinity of the subject property.
- Field Investigation: CPH will conduct a preliminary survey by general reconnaissance of the site for the occurrence or potential occurrence of protected species (threatened and endangered) and wetlands and surface waters. The approximate location of all observed protected species and approximate extent and configuration of wetlands and surface waters shall be identified on the FLUCFCS map or aerial photograph prints. Those species referred to as protected are listed under Florida Administrative Code 68A and Florida Statue 581.185 and Code of Federal Regulation (50 CFR 17.11 and 17.12).
- Vegetation and Land Use: CPH will prepare a Vegetation and Land Use Map covering the project site. The mapping will follow Level III nomenclature of the Florida Land Use Cover and Forms Classification System (FLUCFCS). The approximate acreage of each classification will be tabulated for the site. The map will be digitized based on "desktop" interpretation of features evident on the aerial photography, correlation with soil types and field verification for each mapped classification. The dominant vegetation of each classification will be recorded.
- Initial Archaeological & Historical Assessment: CPH shall request a determination from the State Historic Preservation Officer (SHPO) regarding archaeological and historical resources within the project area. CPH shall include the response from SHPO in the final report.
- Report: CPH shall prepare a memorandum report summarizing the habitat and land use mapping, observed protected species, current regulatory considerations, estimated wetland mitigation costs and results of the public data base search to assist with project planning as applicable to the site conditions. The Client shall receive an electronic copy of the report and figures.

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
ENV-1	Preliminary Ecological Assessment	Lump Sum	\$5,700.00
ENVIRONMENTAL SCOPE TOTAL			\$5,700.00

Additional services shall be other professional and technical services not specifically identified above. Invoices for Additional Services will be provided on an hourly plus expense reimbursement basis.

3.0 SCOPE OF WORK CLARIFICATIONS

The Environmental scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

For all site visits and meetings, travel within 100 miles round-trip from the originating CPH office shall be included in the fees provided. Travel beyond 100 miles round-trip shall be expensed as a reimbursable cost.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- Special meetings with agencies, other consultants or Client except those meetings, if any, specifically identified in the above Scope of Work
- Local, State & Federal Wetland Permitting
- Professional Surveying
- Tree Removal Permitting
- Archaeological & Historical Studies or Reports
- Gopher Tortoise Permitting and Relocation
- Section 7 or Section 10 Consultation and Studies
- Specific Wildlife Assessments and Permitting
- Survey and Engineering
- Services resulting from changes made by client following the completion of specific project tasks that require re-work by CPH
- Special meetings with agencies, other consultants or Client except those meetings, if any, specifically identified in the above Scope of Work
- Phase I, II and remediation

EXHIBIT B

Labor-Hour Cost

	A	B	C	O
	TASK		DESCRIPTION	TOTAL
1				
2	Hourly Rate (\$) per 2022 Master Agreement			101%
3				
4	1	Project Setup and Kick-Off Meeting		
5		1.1	Set-up project and prepare a Project Work Plan with tentative schedule.	\$ 1,976
6		1.2	Conduct Kick-Off Meeting to identify roles, develop a tentative Project schedule.	\$ 3,036
7	Subtotal - Project Setup and Kick-Off Meeting			\$ 5,012
8				4%
9	2	Update Potable Water System Master Plan		
10		2.1	Update Hydraulic Model to include proposed Lake Bell WTP and extension of water main to Forest City Road.	\$ 10,650
11		2.2	Prepared revised Potable Water Master Plan and present to Town Commission	\$ 10,307
12	Subtotal - Update Potable Water System Master Plan			\$ 20,957
13				16%
14	3	Prepare Drinking Water Facilities Plan		
15		3.1	CPH will subcontract Aclus Engineering, LLC, a Certified Minority-Owned Enterprise (MBE) to provide Drinking Water SRF Funding Assistance	\$ 34,776
16		3.2	Prepare Water Facilities Plan Documentation for Drinking Water SRF grant in accordance with (62-503, F.A.C)	\$ 10,886
17		3.3	Discuss and coordinate with the Town's Program Manager for construction delivery methods, project program scheduling and solicitation	\$ 1,200
18		3.4	Assist Town's Program Manager with advertisement and agreement documents.	\$ 1,940
19		3.5	Respond to and resubmit documents to obtain grant funds	\$ 1,940
20		3.6	Assist the Town's Program Manager with the grant application, execution, schedule, and attendance at Town Commission meeting(s) on grant execution	\$ 1,200
21	Subtotal - Prepare Drinking Water Facilities Plan			\$ 51,942
22				39%
23	4	Update Clean Water (Wastewater) Facilities Plan		
24		4.1	CPH will subcontract Aclus Engineering, LLC, a Certified Minority-Owned Enterprise (MBE) to provide Clean Water SRF Funding Assistance	\$ 29,176
25		4.2	Prepare Water Facilities Plan Documentation for Drinking Water SRF grant in accordance with (62-503, F.A.C)	\$ 9,686
26		4.3	Discuss and coordinate with the Town's Program Manager for construction delivery methods, project program scheduling and solicitation	\$ 1,100
27		4.4	Assist Town's Program Manager with advertisement and agreement documents.	\$ 1,840
28		4.5	Respond to and resubmit documents to obtain grant funds	\$ 1,840
29		4.6	Assist the Town's Program Manager with the grant application, execution, schedule, and attendance at Town Commission meeting(s) on grant execution	\$ 1,100
30	Subtotal - Update Clean Water (Wastewater) Facilities Plan			\$ 44,742
31				33%
32	5	Project Management and QA/QC		
33		5.1	Participate in regular weekly meetings with Town for up to six (6) months	\$ 5,940
34		5.2	Develop Smartsheet project schedule and track weekly progress	\$ 1,864
35		5.3	Prepare monthly project status reports and invoices for up to six (6) months	\$ 1,648
36		5.4	Conduct QA/QC review of Facility Plan documents.	\$ 1,620
37	Subtotal - Project Management and QA/QC			\$ 11,072
38				8%
39	TOTAL			\$ 133,725

January 24, 2025

Ms. Valerie Mundy
Public Works Director
Town of Eatonville
307 East Kennedy Blvd
Eatonville, Florida 32751
CPH Job No. 201.2500036

1117 East Robinson St.
Orlando, FL 32801
Phone: 407.425.0452
Fax: 407.648.1036

RE: Town of Eatonville – Kennedy Boulevard Utility Survey

Dear Ms. Valerie,

The Town of Eatonville (Town) has requested CPH Consulting, LLC provide survey services of the Town's utilizes within the West Kennedy Boulevard roadway corridor, from the Proposed Lake Bell WTP to Forrest City Road (approximately 14,400 LF).

As you are aware, Orange County Public Works currently has plans to widen West Kennedy Boulevard from two (2) lanes to a four (4) lane divided roadway. As a result, existing utilities must be removed and relocated to the edge of the right-of-way before the roadway construction begins. Currently, the Town has potable water mains wastewater collection and transmission mains within the roadway corridor.

This proposal is being submitted in accordance with *MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES* dated January 19, 2022, between the TOWN and the firm of CPH Consulting, LLC (CPH). A detailed scope of services is provided in **Exhibit A**. CPH proposes to perform the services for a lump sum fee of **\$230,408**. The labor-hour cost breakdown table is provided in **Exhibit B**.

If the Town is in agreement with our proposal, then please have the Town Mayor sign the attached signature page for authorization to proceed with the described work. As always, CPH appreciates this opportunity to provide our services to the Town.

Sincerely,
CPH Consulting, LLC



Scott A. Breitenstein, P.E.
Division Manager – Treatment Facilities

ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT ARE HEREBY INCORPORATED HEREIN.

IN THE EVENT THAT THE LANGUAGE OF THIS PROPOSAL IS CONSTRUED TO BE IN CONFLICT WITH THE LANGUAGE IN THE MASTER AGREEMENT, THE LANGUAGE OF THE MASTER AGREEMENT SHALL CONTROL.

Made and executed by and between the TOWN and the CPH on this EXECUTED date HEREIN.

Town:

**TOWN OF EATONVILLE, a Florida
municipal corporation**

By:

Angie Gardner
Title: Mayor

DATE: _____

Consultant:

CPH Consulting, LLC,



By:

Scott A. Breitenstein, P.E.
Title: Division Manager – Treatment Facilities

EXHIBIT A

SCOPE OF SERVICES

TOWN OF EATONVILLE KENNEDY BOULVARDE UTILITY SURVEY SERVICES SCOPE OF SERVICES EXHIBIT “A”

PROJECT BACKGROUND

Orange County Public Works currently has plans to widen West Kennedy Boulevard from two (2) lanes to a four (4) lane divided roadway. As a result, existing utilities must be removed and relocated to the edge of the right-of-way before the roadway construction begins. Currently, the Town has potable water mains wastewater collection and transmission mains within the roadway corridor.

SCOPE OF SERVICES

TASK 1 – PROJECT SETUP AND KICK-OFF MEETING

- a) Set-up project and prepare a Project Work Plan with tentative schedule.
- b) Conduct Kick-Off Meeting to identify roles, develop a tentative project schedule, review Town’s FDEP SRF Program Manager requirements and request available data. Prepare and distribute Kick-Off Meeting Minutes for TOWN record.

TASK 2 – SURVEY SERVICES

- a) Coordinate and conduct Right-of Way Geometry and Boundary Survey from the Proposed Lake Bell WTP to Forrest City Road (approximately 14,400 LF).
- b) Subcontract ECHO UES, Inc (ECHO), a Certified Minority-Owned Enterprise (MBE) to provide Subsurface Utilities Locations. ECHO will attempt to identify and mark detectable utilities located within the project limits, with the exclusion of irrigation lines, lateral services lines, and gravity (sanitary and storm) lines. ECHO proposes to perform utility verification test holes only for up to ten (10) test holes as requested by TOWN.

TASK 3 – PROJECT MANAGEMENT AND QUALITY ASSURANCE/QUALITY CONTROL

- a) Participate in regular bi-weekly meetings with Town’s Program Manager and other project stakeholders from NTP to up to three (3) months.
- b) Develop Smartsheet project schedule to track the progress of the project from NTP through Close-out including schedules, funding timelines and project status and notes. Smartsheet reports can be shared with the Town’s Program Manager to allow for up to the minute status updates of project.
- c) Prepare monthly project status reports and invoices for up to three (3) months.

- d) Conduct QA/QC review of deliverables.

SERVICES NOT INCLUDED

The following services are not included in the scope of services at this time. However, CPH will provide any of the following services under a separate authorization.

1. Easement Acquisitions
2. Utility relocation design
3. Geotechnical Investigations
4. Engineers Opinion of Probable Construction Cost
5. Permitting
6. Construction Administration Services
7. Presentations to Town Commission
8. Funding Assistance
9. Ecological Assessments

SERVICES TO BE PROVIDED BY TOWN

1. Review submittal documents within two (2) weeks of delivery.

COMPENSATION

Compensation paid to CPH for services described herein and rendered by principals and employees assigned to the project are computed by multiplying Standard Classification Billing Rates for all classifications of employees directly engaged on the project, times the number of hours worked on the project. The Engineering lump sum fee for the services described herein is estimated to be **\$230,408**.

The lump sum fee includes out-of-pocket expenses and will be specifically identified in periodic invoicing, and include such items as transportation and subsistence of principals and employees when traveling in connection with the project, tolls, telephone calls, photocopies, prints and plots, etc. Invoices will be submitted periodically, indicating the hours expended during that billing cycle.

Attachment A
Topographic & Boundary Survey
CPH Consulting, LLC

January 16, 2025

City of Eatonville – OP # 201.2500036.OP0 – Kennedy Blvd. Utility Relocate

Depict Right of Way Geometry:

- Depict right of way geometry. The following will be used to depict the right of way alignment for the project area:
 - Recorded Plats
 - Right of way documentation
 - Viewable Legal Descriptions recorded in Official Records
- Field locate existing monumentation and verify platted rights of way contained within the plats (Approximately 14,400 linear feet).
- Evaluation of ownership and encumbrances, i.e., title reports, are not included in this scope of services.

Topographic Survey: Perform a Topographic Survey of 14,400± linear feet as per Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida (see “Survey Site Exhibit” for limits).

- Collect topographic data within the full apparent right-of-way at 50' cross-sections for approximately 14,400± linear feet.
- A certified right of way map will ***not*** be provided.
- Location of visible improvements and visible utilities within right of way to include accessible storm and sanitary inverts.
- Locate trees within the right of way. Measure trunk diameter and identify by common name on survey.
- Depict underground utilities on Topographic Survey as provided in CADD by sub-consultant.
- Signed and sealed Topographic Survey

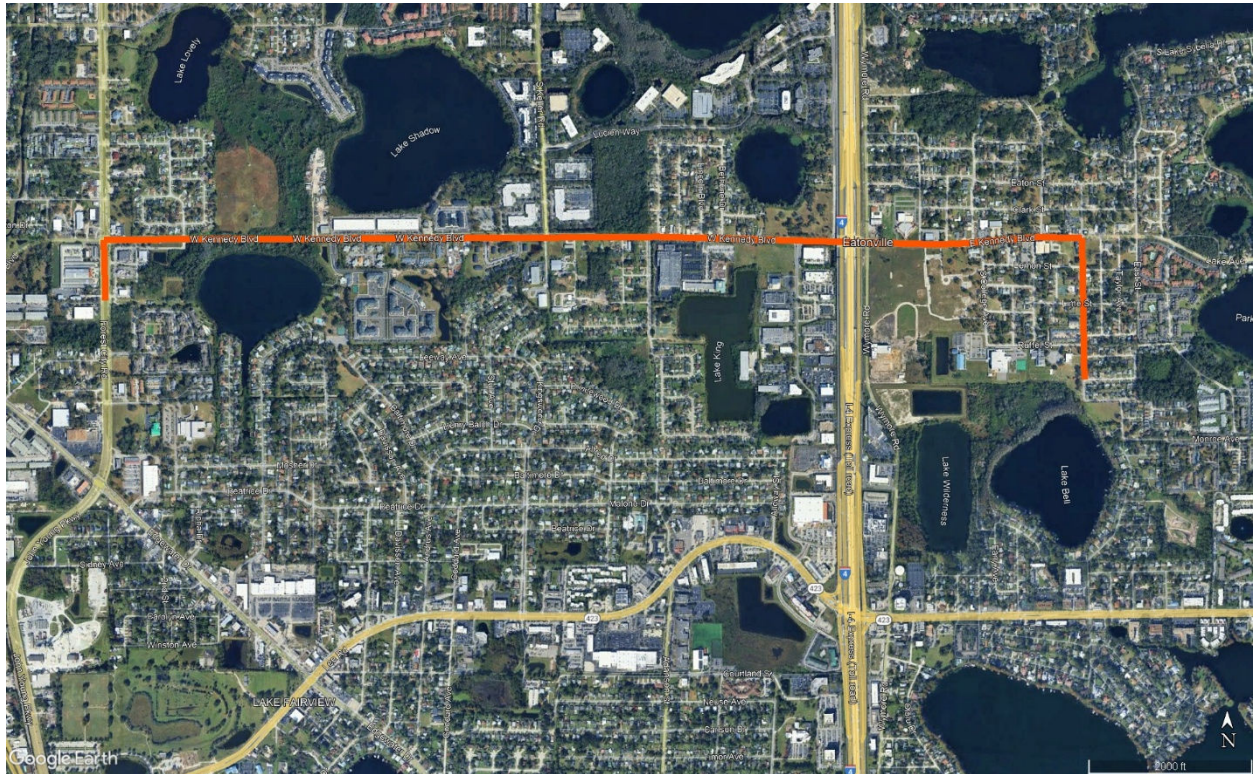
State Plane: The project coordinate system will be based horizontally on the North American Datum 83 (NAD 83). The project will be referenced to state plane coordinates by field locating published control points. Horizontal control monumentation for road center-lines, right-of-way lines, reference lines or base lines shall be at least a minimum of two (2) points placed so that no point on the line being monumented is more than 700 feet from a control monument.

Benchmarks and Horizontal Control: The project will be based on the North American Vertical Datum 88 (NAVD 88). The project will be referenced to these published elevations by field locating published benchmarks. Vertical control for linear type construction sites such as roads and sewer lines shall have a maximum of 1,100 feet between existent or established benchmarks.

The following related services are not included in the scope of this proposal, and may or may not be required, but can be provided at an additional fee: Boundary Survey, ALTA/NSPS Land Title Survey, As-built Survey, Platting, Soil Borings, Sketch and Descriptions, Wetland Location/Delineation, Certified Tree Survey and Ordinary High Water/Mean High Water.

Survey Fee: \$74,350.00

Survey Site Exhibit



**Attachment B
Subsurface Survey
Echo , LLC**



January 23, 2025

Robbie Gonzalez, P.E.
Senior Project Manager

**PROPOSAL FOR
SUBSURFACE UTILITY ENGINEERING &
UTILITY SURVEY SERVICES**

Project: Kennedy Boulevard Water Main Relocation, Town of Eatonville, FL

Dear Mr. Gonzalez:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide a proposal for professional services. This proposal, inclusive of a fee estimate, details the approach we consider the most suitable for this project.

Project Synopsis: Based on the information made available to ECHO, we understand the project consists of engineering design services for water mains relocation along Kennedy Boulevard. ECHO’s professional services were requested to provide subsurface utility engineering and utility survey services within the project limits. ECHO understands that the design survey is being conducted by CPH.

Project Limits: As shown on the attached graphic exhibits and consisting of three (3) areas:

- 1A; for the replacement of a PVC Water Main along Kennedy Blvd from Lake Weston to Forest City Rd
- 1B; for the replacement of an A/C Water Main along Kennedy Blvd from S. Keller Rd. to the WTP
- 2; for additional limits along E Kennedy Blvd and S W St.

Subsurface Utility Engineering (SUE) Services

Using a combination of field investigative techniques and technology, including surface geophysical instruments (e.g. GPR, pipe/cable locators) and vacuum excavation if needed, ECHO will perform the following services.

1. **Identification and marking of existing utilities.** Utilities potentially in conflict with the project and located within the project limits will be investigated in an attempt to identify their position. The results will be marked on the ground surface using the most appropriate method (i.e. pin flags, paint etc.) and showing the approximate position of the identified utilities.

ECHO will attempt to identify and mark detectable utilities located within the project limits, with the exclusion of irrigation lines, services lines and gravity (sanitary and storm) lines.

2. **Verification of utility location and characteristics.** At specific locations, ECHO will attempt to expose utilities via minimally intrusive methods (e.g. use of vacuum excavation) to confirm their characteristics (e.g. type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole) ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g. wooden lathes, "X" mark on concrete, disc and nail on asphalt) and restore the field to as close as possible to its original conditions.

ECHO proposes to perform utility verification test holes only if/when requested by the EOR.

Utility Survey

- Set/recover horizontal and vertical control throughout the project corridor to collect the subsurface utility engineering information.
- Collect utility information as identified per the steps above.
- All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

Deliverables:

- Field deliverables will consist of field marks (e.g. pin flags, paint marks, wooden lathes, nails/discs etc.) showing the position of the designated and located utilities.
- Office deliverables will consist of:
 - Images and a sketch (not to scale unless otherwise stated) based on the project plans or aerial imagery publicly available.
 - Survey digital CADD file, inclusive of sheeting on appropriate format and scale, and a signed and sealed surveyor's report.

Proposed Schedule: To be discussed and agreed upon with the client following acceptance of this proposal. The proposed schedules shall be valid barring any unforeseen conditions.

Notes and Limitations:

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear from obstacles impeding access to any portion of the project limits.
3. Standard work hours are from 7:00am to 4:00pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. Any permit or fee requested to perform the work complying with any stakeholder's requirement will be submitted to the Client with a 5% administrative markup.
6. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
7. Any cost associated with signed and sealed MOT plans will be submitted to the Client with a 5% administrative markup.
8. Unless otherwise stated within this proposal, test holes have usual depth of up to eight (8) ft. from the ground surface, and diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.
9. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g. use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
10. Regardless of the type of estimate proposed (e.g. lump sum, time and materials, etc.) such estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's field work performance (e.g. adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
11. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions and the surrounding environment all may impact adversely the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.
12. Independently from ECHO's scope of work and performance, the Client shall comply with the relative chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 prior to any excavation taking place.
13. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Utility Engineering and Surveying Institute / Construction Institute "Standard Guideline for Investigating and Documenting Existing Utilities" (ASCE/UESI/CI 38-22). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

Fee: ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is detailed below.

- **Subsurface Utility Engineering and Utility Survey as described herewith, for:**
 - **Area 1A; Fixed Fee: \$47,800.00**
 - **Area 1B; Fixed Fee: \$38,930.00**
 - **Area 2; Fixed Fee: \$23,900.00**
- **Utility verification test holes, if/when requested: \$600.00/ea., inclusive of survey and update of the survey files, with a minimum of five (5) requested per mobilization.**

Acceptance: We will honor this proposal for 90 days. If accepted, please return to our attention together with a professional services agreement/task work order authorization and official Notice to Proceed.

At ECHO UES, Inc. we believe in collaboration and communication with our clients and are driven to understand their needs and provide time-efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

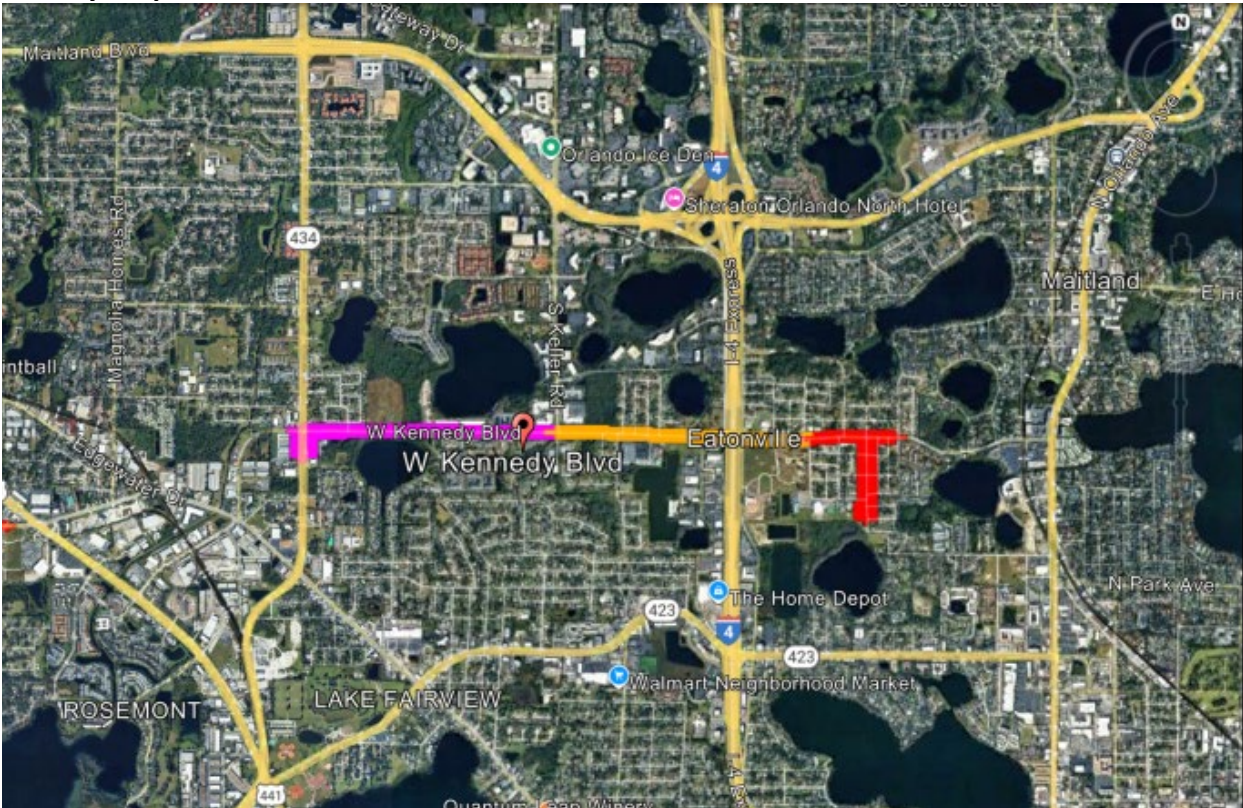
Thank you for considering ECHO for this important project and please do not hesitate to contact me directly should you have any questions or concerns.

Sincerely,



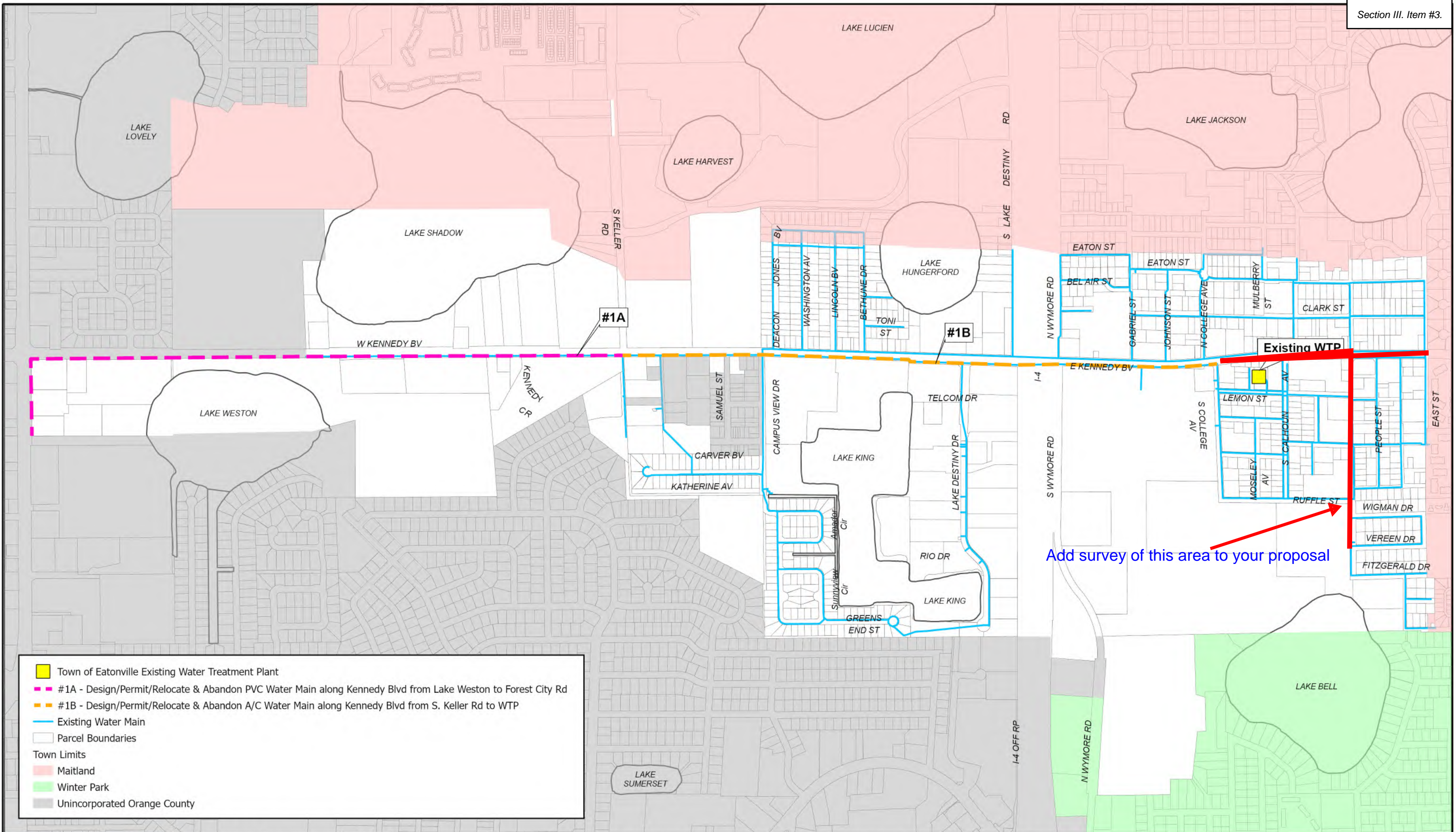
Carlo Pilia
Vice President
ECHO UES, Inc.

Vicinity Map:



Project Limits:





- Town of Eatonville Existing Water Treatment Plant
- #1A - Design/Permit/Relocate & Abandon PVC Water Main along Kennedy Blvd from Lake Weston to Forest City Rd
- #1B - Design/Permit/Relocate & Abandon A/C Water Main along Kennedy Blvd from S. Keller Rd to WTP
- Existing Water Main
- Parcel Boundaries
- Town Limits
- Maitland
- Winter Park
- Unincorporated Orange County



Scale: 1 inch = 800 feet
 Date: 6/6/2024
 Photo Date: N/A
 Project No. E6614
 GIS: LEC



TOWN OF EATONVILLE POTABLE WATER SYSTEM RECOMMENDATIONS - PHASE 1

TOWN OF EATONVILLE
 ORANGE COUNTY, FLORIDA

EXHIBIT B

Labor-Hour Cost

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
TASK		DESCRIPTION	Principal	Senior Project Manager	Senior Project Engineer (Civil EOR)	Project Engineer (Civil)	GIS Analyst	Administrative III	TOTAL HOURS	LABOR	SUBCONSULTANTS & SUPPORT SERVICES	Markup for Subs & Support Services	Expenses	TOTAL
1														
2	Hourly Rate (\$) per 2022 Master Agreement		\$190	\$180	\$140	\$120	\$105	\$108		8%	83%	8%	1%	100%
3														
4	1	Project Setup and Kick-Off Meeting												
5	1.1	Set-up project and prepare a Project Work Plan with tentative schedule.	2	4	8	-	-	2	16	\$ 2,436	\$ -	\$ -	\$ 200	\$ 2,636
6	1.2	Conduct Kick-Off Meeting to identify roles, develop a tentative Project schedule.	2	4	8	-	-	2	16	\$ 2,436	\$ -	\$ -	\$ 200	\$ 2,636
7	Subtotal - Project Setup and Kick-Off Meeting		4	8	16	-	-	4	32	\$ 4,872	\$ -	\$ -	\$ 400	\$ 5,272
8														2%
9	2	Survey												
10	2.1	Coordinate and conduct Topographic and Boundary Survey	2	4	8	-	8	2	24	\$ 3,276	\$ 74,350	\$ 7,500	\$ 200	\$ 85,326
11	2.2	Subcontract ECHO UES, Inc, a Certified Minority-Owned Enterprise (MBE) to provide Subsurface Utilities Locations	2	4	8	-	8	2	24	\$ 3,276	\$ 116,630	\$ 11,700	\$ 200	\$ 131,806
12	Subtotal - Survey		4	8	16	-	16	4	48	\$ 6,552	\$ 190,980	\$ 19,200	\$ 400	\$ 217,132
13														94%
14	3	Project Management and QA/QC												
15	3.1	Participate in regular weekly meetings with Town for up to three (3) months	8	12	-	-	-	-	20	\$ 3,680	\$ -	\$ -	\$ 200	\$ 3,880
16	3.2	Develop Smartsheet project schedule and track weekly progress	-	4	-	-	-	4	8	\$ 1,152	\$ -	\$ -	\$ 100	\$ 1,252
17	3.3	Prepare monthly project status reports and invoices for up to three (3) months	-	4	-	-	-	4	8	\$ 1,152	\$ -	\$ -	\$ 100	\$ 1,252
18	3.4	Conduct QA/QC review of Survey documents.	8	-	-	-	-	-	8	\$ 1,520	\$ -	\$ -	\$ 100	\$ 1,620
19	Subtotal - Project Management and QA/QC		16	20	-	-	-	8	44	\$ 7,504	\$ -	\$ -	\$ 500	\$ 8,004
20														3%
21	TOTAL		24	36	32	-	16	16	124	18,928	190,980	19,200	1,300	230,408
22			\$ 4,560	\$ 6,480	\$ 4,480	\$ -	\$ 1,680	\$ 1,728	\$ 18,928					
23			24%	34%	24%	0%	9%	9%	100%					