

**GENERAL SERVICES TERM CONTRACT  
CONTRACT NO. 0117-0760**

**THE PARTIES TO THIS CONTRACT** are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and *Shelly's Environmental Systems, a Florida limited liability company* ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

**Section 1. Scope of Services.** CONTRACTOR will provide Biosolids Hauling & Disposal Services to the CITY from time to time at the request of the CITY during the Term of this Contract.

Exhibit A, attached hereto and incorporated herein by reference, provides a detailed description of the range of services that may be provided under this Contract.

**Section 2. Services Must Be Authorized in Writing.** This Contract, in and of itself, does not require the CONTRACTOR to perform any services or obligate the CITY to pay for any services rendered. No services will be provided under this Contract, and no payment obligation will arise for performance of services, except when specifically authorized by CITY purchase order issued in accordance with the CITY's procurement policies. No purchase order issued may alter the terms and conditions of this Contract. In case of a conflict with a purchase order this Contract will govern. The purchase order may provide more detailed parameters for the services to be provided, such as deliverables, deadlines, etc, consistent with the provisions of this Contract.

No claim for services furnished by the CONTRACTOR not specifically provided for herein will be honored by the CITY.

If CONTRACTOR is providing services under an open purchase order at the time that this Contract expires or terminates for any reason other than CONTRACTOR's material breach, CONTRACTOR will continue to provide such services unless and until the CITY provides CONTRACTOR a notice suspending or terminating such services. If CONTRACTOR is providing services under an open purchase order at the time that the CITY terminates this Contract due to CONTRACTOR's material breach, CONTRACTOR will immediately cease performing all services unless the notice of termination specifically provides otherwise.

**Section 3. Fees and Other Payments; Limitations.**

(a) Each purchase order will set forth the Fee to be paid to CONTRACTOR. The Fee will be established as either a not-to-exceed or fixed fee. In either instance the purchase order will include sufficient documentation to describe the basis on which the fee has been calculated.

(1) Except as provided below, the Fees for a purchase order will be based on the Fee Schedule. The initial Fee Schedule is attached hereto and incorporated herein as Exhibit B. The parties may agree to amend the then current Fee Schedule only through formal amendment to this Agreement.

(2) A fixed Fee will be construed to be based on the Fee Schedule only where documentation is included that sets forth a good-faith estimate of the time required by CONTRACTOR to complete the work, at commercially reasonable hourly rates; provided, however, that in such instances neither CONTRACTOR's obligation to perform the work nor the fixed Fee will be altered merely based on the need to spend more or less time than shown on the estimate to complete the work.

~~(b) In addition to the Fee, the purchase order may provide for reimbursement of certain types of expenditures that CONTRACTOR may incur in providing the service required, such as:~~ *ADS*

~~(1) Copying and travel related expenses. As to travel related expenses, mileage will be paid in accordance with then current IRS business related mileage rate and in such cases, only for travel in excess of 50 miles round trip.~~ *ADS*

(2) ~~Subcontractor costs. Subcontractors costs will be paid at CONTRACTOR's direct cost, without mark-up.~~ JNA

In all instances any limitations set forth in Exhibit B will apply.

(c) No additional compensation will be due CONTRACTOR for any reason.

**Section 4. Billing and Payment Procedure.** In addition to requirements for payment established by applicable federal, state, or local law including the City Code, or the Exhibits, payment terms and conditions are as follows:

(a) No payment will be due for services performed until CONTRACTOR submits a proper invoice. CONTRACTOR must separately invoice the CITY for each purchase order. CONTRACTOR may invoice the CITY no more frequently than monthly, and no sooner than 30 days after the date of the purchase order.

(b) For purchase orders providing for fixed fees: if the purchase order specifically provides for payment to be made in stages based upon completion of phases, tasks, or other discrete increment of the service to be provided, CONTRACTOR will invoice the CITY as these increments of service are completed, and in any event no more frequently than monthly. If the purchase order so provides, or is silent as to the method for payment, payments will be made on the basis of the percentage of work completed and accepted.

(c) For purchase orders providing for Fees based on the hours worked, payment will be made based on the hours worked and billed during the monthly billing interval.

(d) In order to be considered proper, the invoice must include all information and documentation that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract. Where payment is for the cost incurred for certain reimbursables (such as for subcontractors or air travel), the invoice must include proof that CONTRACTOR has paid such costs.

(e) The CITY will within 30 days after receipt of an invoice notify the CONTRACTOR that the invoice is improper, or pay CONTRACTOR the amount due.

**Section 5. Standard of Performance.** CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

**Section 6. Relationship between Parties.** This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and CONTRACTOR agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. CONTRACTOR will also responsible for the performance of CONTRACTOR's sub-contractors.

**Section 7. Documents.** All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONTRACTOR during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

**Section 8. Public Records.** Each purchase order will be deemed to incorporate the following provision in substantially final form regarding Public Records:

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of the work required by a purchase order, and following such completion if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of the work required by a purchase order, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

**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, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:**

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

**Section 9. Effective Date and Term.**

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is **3 years**, commencing on the Effective Date.

If this Contract specifically provides that some or all of CONTRACTOR's services will be required only after issuance of a CITY work authorization, any work authorizations previously issued by the CITY will remain in effect after the expiration of this Contract unless the CITY terminates this Contract dues to CONTRACTOR's material breach after notifying CONTRACTOR to suspend such services as provided below.

**Section 10. Termination of Agreement.**

(a) The CITY may by written notice to CONTRACTOR terminate this Contract, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations.

(1) Before terminating for convenience, CITY must provide CONTRACTOR at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

In either instance described above, upon termination CONTRACTOR will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby.

(c) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

**Section 11. Suspension of Services.** If the notice of material breach issued by the CITY pursuant to the preceding Section so directs, CONTRACTOR will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

If CONTRACTOR is providing services under an open purchase order at the time that this Contract expires or terminates for any reason other than CONTRACTOR's material breach, CONTRACTOR will continue to provide such services unless and until the CITY provides CONTRACTOR a notice suspending or terminating such services.

**Section 12. Indemnification.** CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, 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 CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or use by CONTRACTOR in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

**Section 13. Insurance.** CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be

primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

**(a) Coverage and Amounts.**

**(1) Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If CONTRACTOR wishes to claim an exemption from worker's compensation insurance requirements, CONTRACTOR will notify the Risk Manager in writing on CONTRACTOR's official letterhead.

**(2) Liability Insurance**, including (i) **Commercial General liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; (ii) **Pollution Liability Insurance**, which shall insure for damages because of bodily injury or property damage; and clean-up costs due to environmental damage to which this insurance applies and (iii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$1,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion. Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

**(b) Proof of Insurance.** CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates.

**(c) Cancellation; Replacement Required.** CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at CONTRACTOR's expense if CONTRACTOR fails to do so.

**(d) Termination of Insurance.** CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

**(e) Liabilities Unaffected.** CONTRACTOR's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

**Section 14. Bonds.** Payment and performance bonds are required for this solicitation in an amount equal to 100% of the annual estimated value of this Contract as stated on the bid schedule.

**Section 15. Notice.** Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:

CITY OF DAYTONA BEACH  
ATTN: CHRIS WALL  
125 BASIN STREET, SUITE 100  
DAYTONA BEACH, FL 32114  
FAX: 386-671-8801

To CONTRACTOR:

SHELLY'S ENVIRONMENTAL SYSTEMS  
ATTN: JAMES D. SHELLY JR.  
P.O. BOX 249  
ZELLWOOD, FL 32798  
FAX: 407-889-4408

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

**Section 16. Personnel.** CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

The CITY will have the right to approve or reject any subconsultants that CONTRACTOR proposes to use for work assigned in a purchase order.

**Section 17. CITY's Responsibilities.** The CITY agrees to make available for review and use by the CONTRACTOR, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONTRACTOR to facilitate coordination and ensure expeditious review of work product.

**Section 18. Limitation on Waivers.** Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONTRACTOR, will be construed to operate as a waiver of the CITY's rights under this Contract. CONTRACTOR will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or

relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time

#### **Section 19. Dispute Resolution.**

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

**(a) Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below

**(b) Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

#### **Section 20. General Terms and Conditions.**

**(a) Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

**(b) Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the CITY's written approval.

**(c) Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, CONTRACTOR will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR

**(d) Truth in Negotiations Certificate.** CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract

**(e) No Third Party Beneficiaries.** There are no third party beneficiaries of CONTRACTOR's services under this Contract

**(f) Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

**(g) Nondiscrimination.** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

**(h) Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

**(i) Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

**(j) Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

**(k) Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

**(l) Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

**(m) Authority to Bind CONTRACTOR.** The undersigned representative of CONTRACTOR represents and warrants the he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.



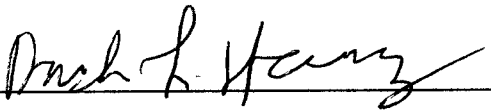
(n) **Incorporation of ITB and Proposal.** The CITY's Invitation to Bid 0117-0760, and the CONTRACTOR's responsive proposal are incorporated herein by reference as Composite Exhibit C. Composite Exhibit C is not attached but will remain on file in the Office of the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

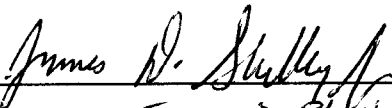
(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

**THE CITY**


**CONTRACTOR**

By:   
Derrick L. Henry, Mayor

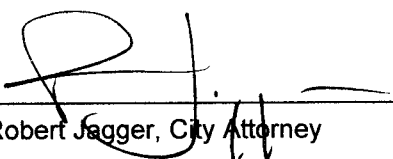
By:   
Printed Name: James D. Shelley, Jr.

Date: 5-3-17

Title: President  
Date: 3/20/17

Attest:   
Letitia LaMagna, City Clerk

Approved as to legal form:

By:   
Robert Jagger, City Attorney

General Services Term Contract 1-18-17

## **EXHIBIT A: Scope of Services**

The Contractor will provide competent, suitable, qualified personnel to perform the work as required by the Contract documents. The Contractor will at all times, maintain good discipline and order at the site and will not interfere with City operations at the LPGA Blvd.

The Contractor will furnish all equipment, labor, transportation, tools, and all other incidentals necessary for the execution of the Contract.

The Contractor will supply a sufficient number of large capacity, leak proof trailers to transport the residuals as required. The Contractor agrees to responsibly remove trailers containing residuals from the wastewater treatment plant site within twenty four (24) hours after the trailer is filled to minimize likelihood of nuisance odor complaints/conditions at the site. The number of trailers at the site is up to the Contractor.

The Contractor will be required to transport all dewatered residuals from the CODB Westside Regional Wastewater Treatment Facilities to a residuals stabilization facility owned or leased and operated by the Contractor where stabilization to Class AA or A standards will be achieved. Final disposition of the stabilized residuals will be the responsibility of the Contractor.

The Contractor will own or be the sole lessee of the transportation equipment (trucks, trailers, trailer tarps, etc) utilized in the performance of this contract. The equipment will have the company name prominently displayed.

The Contractor will be required to transport residuals from the facility as scheduled by the Plant Superintendent, Chief Plant Operator, or his/her designee. The Contractor will notify the Plant Superintendent or Chief Plant Operator immediately whenever unforeseen situations occur that may interfere with the scheduled transport. The Contractor agrees that biosolids disposal operation will not be halted due to transportation problems. Trip/disposal tickets on a form acceptable to the City and FDEP will establish a chain of custody from the City to the Contractor and quantities delivered. Such tickets will reflect each load transported and will match each load referenced in invoices submitted by the Contractor to the City for payment. These tickets will indicate the date, tonnage of biosolids hauled, driver and ultimate disposal site for each truckload of residuals. In addition, a monthly summary of trip tickets will be submitted to the City. Transporting equipment will be readily movable by the City's personnel to facilitate loading.

The Contractor will obtain all necessary permits for transport and disposal of the residuals produced. The Contractor will comply with all regulations pertaining to the transport and disposal of the residuals. The Contractor will be responsible for all costs related to resolving punitive actions, clean up and fines resulting from any unauthorized disposal activities performed by any employees.

The Contractor will schedule a visit to the site of the proposed work with the Plant Superintendent or Chief Plant Operator and fully acquaint themselves with the facilities and conditions so that the scope of the work with respect to difficulties and restrictions attending the execution of work under the Contract is fully understood. Contractor will thoroughly examine and be familiar with the specifications as contained herein.

The Contractor will be responsible to receive 12% to 16% of solids content dewatered biosolids cake at an estimated average rate of 460 wet tons per week, and provide all process related

expenses including labor, consumables, transportation, testing and equipment required to receive and treat the biosolids cake to Class AA or A levels in accordance with the process description submitted in this document.

Contractor is to clearly identify the process to be used for stabilization, as well as where processing and ultimate disposal will take place. Any changes or modifications in disposal site or treatment process must be accepted by the City.

The Contractor will collect all samples and cover all costs for analysis to assure and document initial project performance requirements and ongoing compliance with Federal & State Regulatory testing requirements. The Contractor will be responsible for the establishment and documentation of a QA/QC program.

The Contractor will utilize the City owned scales at the Daytona Beach LPGA facility for all biosolids leaving that facility to record the quantity of biosolids transported from that facility. This weight ticket will be used for invoicing. Cost for calibration, repairs, etc., on the scales at the LPGA facility will be the responsibility of City of Daytona Beach; except, for repairs, where the costs of such repairs are due to the Contractor's material breach of contract or negligence.

The successful Contractor will be responsible for all costs related for the processing of biosolids cake to Class AA or A standards and management of the end-product in accordance with all existing applicable regulations and in compliance with this Scope of Work.

Any spillage, accidental or otherwise, which occurs on or off a City site, will be completely removed and sanitized by the Contractor. In addition, the Contractor will bear the responsibility of reporting the spillage to the proper agencies and City in a timely manner.

The City of Daytona Beach wastewater facility is currently operating under regulations issued by Federal and State regulatory agencies. The Contractor will abide by any order, regulation, permit, license, restriction, injunction, moratorium, or denial of permission to operate the facilities which may be imposed or issued by any agency having jurisdiction. The Contractor will cooperate with the City during any test, experiment, construction, maintenance, or any other operation, which may affect the production of residuals.

The Contractor will be responsible for obtaining the site for final disposal if needed for residuals, obtaining all necessary approvals and/or permits required, and meeting all Federal, State and local rules and policies pertaining to such and the subject matter of this Agreement. If new regulations neither proposed nor in effect at the time of the bid due date are enacted which cause substantial economic impact to the Contractor, the Cities will negotiate with the Contractor to reach a mutually satisfactory resolution to the processing cost differential.

**Exhibit B:**

**REVISED BID SCHEDULE  
BIOSOLIDS DISPOSAL SERVICES  
ITB NO. 0117-0760**

ITEM DESCRIPTION	UNIT COST	UNIT OF MEASURE	ANNUAL EST QTY	ANNUAL AMOUNT
Biosolids Disposal	\$ 47.85	WET TON	15,000	\$ 746,460.00

1

Composite Exhibit C – ITB 0117-0760/Contractors' Bid

(not attached – on file in City Clerk's Office)



SHELSEP-03

GANDULLAA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/20/2017

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).

<b>PRODUCER</b> Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	<b>CONTACT NAME:</b> Eric Dotson <b>PHONE (A/C, No, Ext):</b> (407) 998-5017 15017 <b>FAX (A/C, No):</b> (407) 788-7933 <b>E-MAIL ADDRESS:</b> Eric.Dotson@ioausa.com														
<b>INSURED</b> Shelley's Septic Tanks, Inc. dba Shelley's Environmental Systems P.O. Box 249 Zellwood, FL 32798	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER B: National Interstate Insurance Company</td> <td>32620</td> </tr> <tr> <td>INSURER C: Rockhill Insurance Company</td> <td>28053</td> </tr> <tr> <td>INSURER D: Charter Oak Fire Insurance Company</td> <td>25815</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest Indemnity Insurance Company	10851	INSURER B: National Interstate Insurance Company	32620	INSURER C: Rockhill Insurance Company	28053	INSURER D: Charter Oak Fire Insurance Company	25815	INSURER E:		INSURER F:	
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**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR. INSD. WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		EF4ML05049161	07/25/2016	07/25/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> Pollution Liability					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	POLICY <input checked="" type="checkbox"/> PRO-JECT	LOC				GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		CAW021004003	07/25/2016	07/25/2017	BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB	CLAIMS-MADE	FF01658401	07/25/2016	07/25/2017	AGGREGATE \$ 2,000,000
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	if yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	Pollution Liability		EF4ML05049161	07/25/2016	07/25/2017	E.L. DISEASE - POLICY LIMIT \$
D	Equipment Floater		8607D714899	10/10/2016	10/10/2017	Per Pollution Cond 1,000,000
						Leased & Rented 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Daytona Beach is Additional Insured as respect to General Liability as required by written contract. Waiver of subrogation in favor of certificate holder for general liability as required under written contract. NOC: 30days/10days non-payment of premium in accordance with policy provisions.

## CERTIFICATE HOLDER

## CANCELLATION

<p>City of Daytona Beach Attn: Chris Wall 125 Basin Street, Suite 100 Daytona Beach, FL 32114</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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# CERTIFICATE OF LIABILITY INSURANCE

Date  
3/20/2017

**Producer:** Plymouth Insurance Agency  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

**Insurers Affording Coverage**

NAIC #

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

Insurer A: Lion Insurance Company	11075
Insurer B:	
Insurer C:	
Insurer D:	
Insurer E:	

**Coverages**

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence \$ Aggregate \$																
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2017	01/01/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 75%;">WC Statutory Limits</td> <td style="width: 10%; text-align: center;">OTH-ER</td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	X	WC Statutory Limits	OTH-ER			E.L. Each Accident		\$1,000,000		E.L. Disease - Ea Employee		\$1,000,000		E.L. Disease - Policy Limits		\$1,000,000
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Other

Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616

**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:**

Client ID: 81-67-045

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Shelley's Septic Tank, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name: CONTRACT NO. 0117-0760

WAIVER OF SUBROGATION APPLIES IN FAVOR OF CITY OF DAYTONA BEACH, AND ITS OFFICERS, EMPLOYEES AND AGENTS. ISSUE 03-20-17 (PH)

Begin Date 4/1/2012

**CERTIFICATE HOLDER**

CITY OF DAYTONA BEACH  
PURCHASING DIVISION  
P.O. BOX 2451  
DAYTONA BEACH, FL 32115

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

*John A. Brown*

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**CITY OF DAYTONA BEACH  
PURCHASING DIVISION  
P.O. BOX 2451  
DAYTONA BEACH, FL 32115  
AND ITS OFFICERS, EMPLOYEES AND AGENTS.**

**This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.**

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Insured: South East Personnel Leasing, Inc.  
Insurance Company: Lion Insurance Co.  
Policy #: WC 71949  
Effective: 01/01/2017- 01/01/2018  
Client: Shelley's Septic Tank, Inc.

Countersigned by: \_\_\_\_\_



**WC 00 03 13  
(Ed. 4-84)**