## Welcome to the

# JEA Awards Meeting

May 09, 2024, 10:00 AM EST

You have been joined to the meeting with your audio muted by default.

At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on <u>JEA.com</u>, public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

Please contact Aileen Cruz by telephone at (904) 776-1911 or by email at cruza@jea.com if you experience any technical difficulties during the meeting.

## JEA Awards Agenda May 09, 2023

## 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

Teams Meeting Info

## **Consent Agenda**

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for Formal Purchases as defined by Section 3-101 of the JEA Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)
1	Minutes	Minutes from 05/02/2024 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Ratification - Single Source	Buckman Biosolids - Silo Repair	Vu	CST Industries, Inc.	Capital	\$27,236.67	\$294,445.00	\$321,681.67	N/A	Project Completion Start: 08/11/2023	N/A
-	Item 2 moved to regula	r agenda as item #1								End: 04/10/2024	N/A
	Ratification/	1411059446 Facilities Landscaping	Phillips	Freedom Landscape and Lawn Maintenance Inc.  Eagle Lawn Care of N.E. Florida, Inc.	O & M	\$0.00 \$0.00	\$283,546.20 \$302,922.00	Freedom - \$878,189.32 Eagle - \$212,391.00			
	Contract Increase Maintenance - Sheltered	Тішірэ	RZ Service Group LLC  J & D Maintenance and Services	O W IVI	\$2,960.00 \$71,562.00	N/A N/A	RZ - \$2,960.00 J&D - \$71,562.00 Total Award - \$1,165,102.32				
3	Originally Awarded: 03/30/2023 For additional information contact: Halley Stewart  This Award requests a ratification and partial 11 month contract renewal for the sheltered 1411059446 Facilities Landscaping Maintenance services contract with an original award date of 03/30/2023, to align the two sheltered and one open market landscap contracts with a 04/01/2025 start date. This extension will support those alignment efforts.  Prior to the most recent renewal, Eagle Lawn Care requested a decrease in the number of assigned sites and identified six (6) sites to be removed from their contract due to staffing constraints. Originally, the decision was made to award those sites to the new lowest bidder RZ Service Group LLC under the original solicitation. However, the cost of services in the amount of \$159,840.00 was deemed unreasonably high by the facilities team based on historical CPI increases and facility's budget. JEA requested pric from J & D Maintenance and Services, who provided a price of \$71,562.00. This represents a 55% cost avoidance in the amount of \$88,278.00 for the same sites quoted by RZ Service Group LLC. J & D's pricing for the relief sites is a 31% increase from Eagle's current pricing. Facilities deemed this pricing reasonable.  The final price negotiation with J & D Maintenance and Services includes a dollar ratification to RZ Service Group LLC to continue landscaping services in the amount of \$2,960.00, while negotiations were finalized.  It should be noted that this award amends the renewal Award from 04/18/2024 for Freedom Landscaping and Eagle Lawn Care. As noted, negotiations were still underway to cover sites that Eagle Lawn Care could no longer support.  The complete history for the increases/decreases and renewal to date for the vendors are listed under the amendment section of the agenda.					as made to award those sites to the next and facility's budget. JEA requested pricing the relief sites is a 31% increase from	04/18/2024 Eagle - \$78,819.00  04/11/2024 Freedom - \$414,380.62  04/20/2023 Freedom - \$180,262.50 Eagle - (\$169,350.00)	One (1) Year w/Two (2) – One (1) Yr.  Renewals  Start Date: 04/18/2023  End Date: 03/31/2025	Freedom Landscape and Lawn Maintenance Inc., Eagle Lawn Care of N.E. Florida, Inc., RZ Service Group LLC, and J & D Maintenance and Services are JSEB's		
				C	onsent Agenda A	ection					
Committee Members in Attendance	Names			,				<b>,</b>			
Motion by:											
Second By:											
Committee Decision											

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					Regular A	Agenda (date last up	odated)				
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)	Action
	Ratification - Single Source	Buckman Biosolids - Silo Repair	Vu	CST Industries, Inc.	\$27,236.67	\$294,445.00	\$321,681.67				Motion by:
1	Buckman WRF. CST is to This contract was original procurement threshold re- type of work. The second approved by Procurement additional crane rental and	is project includes the replacement of the top to the original equipment manufacturer (OEM) of ally awarded informally. Three items have been sulting in this ratification request. The first item is cost of shipping needed parts. The cost of the tripion to bringing to the Awards Committee. In operator costs. The additional crane rental value or over the business unit Manager, and substitute or over the sum of the su	of the silos and the en previously author is the cost of pathe shipping was urong forward, Prowas required due to	orized and paid for under this contract that we syment and performance bonds that were not nknown at the time of the proposal. JEA agree occurement will update its process to track info the East silo hopper inspection findings.	ortiated a 10% discount in the cost of the water not part of the original quote. These the factored into the CST cost proposal. JEA red to pay the actual shipping cost when the	vork.  ree items have brought the contra requires these bonds in accordance the costs were known. These first t	ect total over the formal be with State statute for this wo costs were inadvertently	N/A	Project Completion Start: 08/11/2023 End: 04/10/2024	N/A	Second by:  Committee Decision:
					Consent a	nd Regular Aş	genda Signatı	ıres			
Budget	Name/Title										
Awards Chairman	Name/Title										
Procurement	Name/Title										
Legal	Name/Title										

#### JEA Awards Agenda May 2, 2024

### 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor Teams Meeting Info

#### **Consent Agenda**

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for Formal Purchases as defined by Section 3-101 of the JEA Procurement Code, if you wish to protest any of these items.

		01	netar notice of 51	SA'S INCIDED DECISION FOR AN ICCOMMENSACO	d actions for Formar Furchases as de-	incu by Section 5-101 of the	SEA I rocurement code. I	lease refer to JEA's Procurement Code, if yo	u wish to protest any of these terms.	+	
Award#	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)
	Minutes	Minutes from 04/18/2024 Meeting	N/A	N/A	N/A	N/A	N/A	N/A			
1	DISCUSSION/ ACTION - Discussion surrounded the reasoning as to why this was bid in districts as opposed to bidding out as one contract in its entirety. It was noted that there are currently two solicitations/contracts for these services which were separated to shelter some of the market specific for JSEB vendors, and the other as an open market for all to participate. There was discussion that consolidating the contracts and bidding them to the open market may achieve cost savings. It was noted that currently the bids were broken out into districts within each contract to allow for multiple bidders since the territory is so large and would be a challenge for one vendor to complete solely. The outcome was to look at alternative bidding methods prior to re-bidding. The team will bring this back to the committee with findings/approach as an informational item for discussion prior to rebidding. The contracts end 3/31/25, so Procurement and the business will start the review process in the next few months with follow up to the committee at the beginning of FY25.  DISCUSSION/ ACTION PARTICIPANTS - Raynetta Marshall, Chrissy Nunziato, Jennifer McCollum, Ted Phillips, Melanie Newton-Green and Bill Hickey								N/A	N/A	N/A
2	Minutes	Minutes from 04/25/2024 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
-	DISCUSSION/ ACTI DISCUSSION/ ACTI	ON - Request made to update meeting min ON PARTICIPANTS - Raynetta Marsha	nutes going forwa	ard to reflect discussion and action items. U	Updates were made and are attached.						
3	Rescind	1411552646 Design Services for 18036 Talleyrand Ave. Pump Station Upgrades	Melendez	N/A	Capital	N/A	N/A	N/A	N/A	N/A	N/A
	Item 3 moved to regula	ır agenda as item 1									
	Invitation to Negotiate (ITN)	1411543446 - Grit, Sludge, Cake and Waste Hauling for Buckman WRF	Vu	H&H Liquid Sludge Disposal, Inc. Synagro WWT Inc.	O&M	\$3,822,500.00 \$3,380,850.00	N/A	\$3,822,500.00 \$3,380,850.00			
4	Advertised: 01/17/2024 Opened: 04/02/2024 Three (3) Proposals Received For additional information contact: Darriel Brown  The scope for this service includes providing hauling services to remove and dispose of sand, grit, waste and biosolids cake from JEA's Buckman Water Reclamation Facility (WRF). This service includes taking debris from lift stations deposited at JEA's Buckman Water Reclamation Facility (WRF). This service includes taking debris from lift stations deposited at JEA's Buckman Water Reclamation Facility (WRF). This service includes taking debris from lift stations deposited at JEA's Buckman Water Reclamation Facility (WRF). This service includes taking debris from lift stations deposited at JEA's Buckman Water Reclamation Facility (WRF). This service includes taking debris from lift stations deposited at JEA's Buckman Water Reclamation Facility (WRF). This service includes taking debris from lift stations deposited at JEA's Buckman Water Reclamation Facility (WRF). This service includes taking debris from lift stations deposited at JEA's Buckman Water Reclamation Facility (WRF). This service includes taking debris from lift stations deposited at JEA's Buckman Water Reclamation Facility (WRF). This service includes taking debris from lift stations deposited at JEA's Buckman Water Reclamation Facility (WRF). This service includes taking debris from lift stations deposited at JEA's Buckman Water Reclamation Facility (WRF). This service includes taking debris from lift stations deposited at JEA's Buckman Water Reclamation Facility (WRF). This service includes taking debris from lift stations deposited at JEA's Buckman Water Reclamation Facility (WRF). This service includes taking debris from lift stations deposited at JEA's Buckman Water Reclamation Facility (WRF). This service includes taking debris from lift stations deposited at JEA's Buckman Water Reclamation Facility (WRF). This service includes taking debris from lift stations deposited at JEA's Buckman Water Reclamation Facility (WRF). This s								N/A	Five (5) Years w/Two (2) – 1 Yr. Renewa Start Date: 04/25/2024 End Date: 04/24/2029	N
5	Invitation for Bid (IFB)	1411527446 Construction Services for Monterey Wastewater Treatment Facility (WWTF) Improvements	Melendez	Sawcross, Inc.	Capital	\$36,730,960.00	N/A	\$36,730,960.00	N/A	Project Completion Start: 05/02/2024	One (1%) percent criteria:  RZ Services (Mechanical) - \$363,000.00
	Item 5 moved to regula	ır agenda as item 2								End: 09/30/2029	Allstar Irrigation (Landscaping) - \$72,471.00
					Co	nsent Agenda	Action			<b>-</b>	
Committee Members in		TE I DI UII DE L'A	Т	I D'I E '							
Attendance  Motion by:	Names  David Emanuel	Ted Phillips, David	Lmanu	ei, Kicky Erixton							
Second By:	Ricky Erixton										
Committee Decision	Approved										

					Regular Age	enda (date last updated					
Award#	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)	Action
	Rescind	1411552646 Design Services for 18036 Talleyrand Ave. Pump Station Upgrades	Melendez	N/A	Capital	N/A	N/A				Motion by:
1	Advertised: 01/16/2024 Opened: 05/05/2024 Four (4) Proposals Received For additional information contact: Marline Medonald The scope of work includes engineering, permitting, bid and post design professional services for upgrades to the Buckman-1638 Talleyrand-Class IV Pump Station. This solicitation has been rescinded due to budgetary issues.  Discussion/ Action: Project is postponed to FY28 due to budget constraints. Will be rebid when budget is available. Discussion/ Participants: Ted Phillips, Dan Kruck						N/A	N/A	N/A	David Emanuel  Second by: Ricky Erixton  Committee Decision: Approved	
	Invitation for Bid (IFB)	1411527446 Construction Services for Monterey Wastewater Treatment Facility (WWTF) Improvements	Melendez	Sawcross, Inc.	Capital	\$36,730,960.00	N/A				
2	Advertised: 11/30/2023 Opened: 02/13/2024 Two (2) Bids Received For additional information contact: Lynn Rix  The Montercy Water Reclamation Facility (WRF) is a secondary WRF rated at 3.6 MGD and a permitted outfall to the St. Johns River. Monterey has been in continuous operation since 1997. There have been no major modifications. Most all process equipment, electrical components, and structures are over 20 years old.							N/A	Project Completion Start: 05/02/2024 End: 09/30/2029	One (1%) percent criteria:  RZ Services (Mechanical) - \$363,000.00  Allstar Irrigation (Landscaping) - \$72,471.00	Motion by: Ricky Erixton  Second by: David Emanuel
								Committee Decision: Approved			
	,	<b>\(\chi_{\chi}\)</b>			Consent and	d Regular Age	enda Signatur	es			
Budget	Name/Title	Stophanul M	Medly	11.							
Awards Chairman	Name/Title / 1000 000 00 0 / 1000 000 0 0 0										
Procurement Legal	Name/Title Name/Title	Rebecca.	_ Lavie								

#### Certification of Single Source or Emergency Procurement

Please use this form to certify a Single Source or Emergency Procurement complies with the requirements of the JEA Procurement Code. The JEA Procurement Code defines a Single Source and Emergency Procurement as follows:

#### 3-112 Single Source

A Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that:

- (a) there is only one justifiable source for the required Supplies or Services;
- (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors;
- (c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;
- (d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

#### 3-113 Emergency Procurements

In the event of an Emergency, the Chief Procurement Officer may make or authorize an Emergency Procurement, provided that Emergency Procurements shall be made with as much competition as practicable under the circumstances. A written Determination of the basis for the Emergency and for the selection of the particular Vendor shall be included in the Procurement file.

For purposes of this Section 3-113, an "Emergency" means any one of the following:

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain, to avoid delays to any Governmental Entity or avoid significant financial loss through immediate or timely action; or (f) a valid public emergency certified by the Chief Executive Officer.

Please provide the following information:					
1.	Vendor Name:				
CST Industries, Ind	c				
2.	Description of Services or Supplies provided by Vendor:				
CST Industries will	I provide equipment and materials to construct and replace the top two rings of the East and West pellet silos at Buckman WRF.				

#### 3. <u>Certification:</u>

I the undersigned certify that to the best of my knowledge, no JEA employee has, either directly or indirectly, a financial interest in this Single Source Emergency Procurement, and

I the undersigned certify that this procurement meets the requirements of a (choose one of the following):

Single Source Procurement. Ple	ease state which subsecti	on of Section 3-112 above applies to	this Single
Source Procurement: b) CST is the OEM for the pelle	silos.		
OR			
<b>Emergency Procurement - Pleas</b>	e state which subsection	of Section 3-113 above applies to this	s Emergency
Procurement:			
Michael T. Dvoroznak	n, O-JEA, CN-Michael T. Dvoroznak	July 27, 2023	
Signature of JEA Business Unit Mana	iger	Date	_
Michael T. Dvoroznak			
Name of JEA Business Unit Manager		<u> </u>	

This certification shall be attached to the Purchase Order when it is routed for approval. A Single Source or Emergency Procurement shall be reported to the JEA Board in accordance with Section 1-110 of the JEA Procurement Code.

# CONTRACT BETWEEN JEA AND CST Industries, Inc. JEA CONTRACT #JEA11473

THIS CONTRACT is made and entered into (the "Effective Date"), by and between JEA, a body politic and corporate in Jacksonville, Florida ("JEA"), and CST Industries, Inc., a Delaware corporation authorized to do business in the State of Florida with its principal office located at 903 E. 104th Street, Suite 900, Kansas City, Missouri, 64131, United States (the "Company").

#### WITNESSETH

**WHEREAS**, pursuant to Article 3-117 of the JEA Procurement Code. JEA is authorized to procure supplies and services a Single Source;

WHEREAS. JEA has requested, and Company has agreed to provide, supplies, services, and equipment (the "Work"), as further described in Company's Proposal attached to this Contract as Exhibit A (the "Proposal");

WHEREAS, on May 10, 2023, the JEA awarded this Informal Contract to Company;

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

- 1. <u>Purchase of the Work</u>. JEA shall purchase the Work, and Company shall deliver and install the Work, in accordance with the terms and conditions of this Contract.
- 2. <u>Compensation.</u> JEA shall pay the Company for the Work in accordance with the terms of this Contract and the pricing attached to this Contract as **Exhibit A** (the "Proposal").
- 3. <u>Maximum Indebtedness</u> JEA's maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed **Two Hundred Ninety-Four Thousand Four Hundred Forty-Five and 00/100 DOLLARS** (\$294,445.00). All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.
- 4. <u>Term.</u> The term of this Contract shall commence on the Effective Date and shall continue through "Project Completion", unless sooner terminated in accordance with the terms and conditions contained in the attached Exhibit B.
- 5. Payment and Performance Bonds. In accordance with the Contract, the Company shall provide the Payment and Performance Bonds to JEA. The forms are attached hereto as **Exhibit C**, which JEA will reimburse and amend the Contract for the cost of the bonds once the invoice is submitted to JEA for payment.

6. <u>Contract Terms and Conditions</u>. This Contract shall be governed by the terms and conditions contained in **Exhibit B**. Notwithstanding anything to the contrary in this Contract or in any other document related to this Contract, the terms and conditions in **Exhibit B** shall take precedence and prevail over any and all terms and conditions contained in the Proposal.

#### 7. Notices.

All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to JEA:

JEA 225 N. Pearl Street Jacksonville, Florida 32225 Attn: Jim Orr

Email: orrid@jea.com

and to:

JEA 225 N. Pearl Street Jacksonville, Florida 32225

Attn: Heather Beard. Procurement Contract Administration

bearlibia jea.com

As to the Company:

CST Industries, Inc.

903 E. 104th Street, Suite 900, Kansas City, Missouri, 64131, United States

Attn: Jason Tarver

Email: jtarver@cstindustries.com

- 8. Authority. Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.
- 9. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

- 10. <u>Amendments</u>. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.
- 11. <u>Counterparts</u>. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract as of the Effective Date.

JEA:

Director of Procurement/CPO

Date: July 21, 2023

WITNESS:

Jessica Talley

essica Talley

Contracts Associate Date: July 21, 2023

COMPANY: CST Industries, Inc.
Leaning RoDeane M. Roe.
Contract manage

July 11, 2023

FORM APPROVED: Rebecca Lavis



May 11, 2023

Mr. Jim Orr JEA 2221 Buckman Street Jacksonville, FL 32206

CST Proposal No: 00079990 Revision

002 Dear Mr. Orr,

CST Storage is pleased to provide you this lump sum price to replace the top two (2) rings and deck per the inspection report number: 2023 981 and the existing two (2) east and west silos sold on sales order no: 01-0694 measuring 21' dia. x 31' tall, bolted silo. Repairs will be made to the existing silo on site being used for dry sludge storage at your Jacksonville, FL facility.

This proposal is updated to reflect the discussion after meeting onsite today.

- CST will remove the pricing included in the parts for 6 extra staves (3 per tank); CST will provide 6 extra 10- ga staves at no charge
- CST will remove the pricing adder for upgrading the top ring staves from 12-ga to 10-ga as JEA has not elected this upgrade; this proposal is for 12-ga staves
- . CST will perform the turnkey work and has incorporated the turnkey pricing in the labor pricing below
- CST will provide bracing of the piping and conduit support (vertical W6 beam) to the other tank so that the piping and conduit can be left in place during the work, up to approximately near the eave of the tank
- JEA will terminate and remove the conduit approximately near the eave of the tank
- JEA will reroute the SS tubing to the oxygen sensors between the tanks; CST will provide two vertical seam clips to connect to the tank in the 2<sup>nd</sup> ring and provide uni-strut between the two clips
- . JEA will endeavor to issue CST a PO for the work no later than the end of May
- One silo must be in service at all times
- In consideration of the above, CST has reduced the overall pricing by 10%

CST is pleased to provide a work plan and a labor estimate of the repairs. Here is the proposed work plan for the repairs:

#### East & West Silo - Top Two (2) Rings & Deck Replacement:

- 1. CST crew will mobilize to the site.
- 2. Customer will disconnect the product outlet at the bottom of the hopper and any electrical items on the roof to facilitate removal of top rings and deck.
- 3. CST crew will install CST supplied scaffolding on the silo to access the upper two (2) rings of the silo.
- 4. CST crew will construct the new top two (2) rings and deck on the ground in the staging area adjacent to (west) the silos as discussed.
- 5. CST crew will remove the damaged top two (2) ring and deck and install the newly assembled top two (2) rings and deck with CST supplied crane. Ideally, this will occur on the same day.
- 6. Old staves and deck will be disposed of in customer supplied dumpsters.
- 7. CST will repeat the process on the second silo when it is available.
- 8. While the top two (2) rings and deck are removed, CST crew will inspect the third (3<sup>rd</sup>) ring down and replace up to three (3) staves per silo. The replacement of these staves will be on a T&M basis (CST labor and crane); materials will be provided at no cost.
- 9. CST will remove scaffolding from silo.



- After all repairs are complete CST foremen and site contact will complete a visual inspection and sign off on all repairs.
- 11. Clean-up and demobilize from the site.

The price to provide supervision, labor, equipment, and tools to complete the scope of work above is \$221,760, inclusive of the turnkey work. The expected duration of the project is 26-30 days, approximately 13 days per silo. During this time, each silo would be required to be out of service for 2 days to complete our work.

The price for all tank materials required to complete the scope of work is \$72,685. Materials include a new 12-gauge top two (2) rings, new 12-gauge weak seam deck, explosion cables, deck supports, perimeter guardrail, 20" PRV, 8" hillside nozzle, 20" center dome w/ cover, 2 – 2.5 couplings, 3 – 4" hillside nozzles, and all hardware and gaskets. All parts are FOB Parsons, KS and freight and taxes are not included.

The total project cost is \$294,445.

Below is schedule of values for payment:

	Final Proposal \$		-			
Material Price (base bid)	72,685	Materials	30%	5	21.805.50	Down Payment (due on recleat)
Option 1	-		30%	5	21,805.50	Drawings (net 30)
Option 2	-		40%	5	29,074.00	Upon Shipment (net 30)
Option 3	-		0%	S		Custom value
Option 4	-		0%	5	265	Custom Value
Total Materials	72.685		100%	5	72,685.00	
abor Price (base bid)	221,760	Labor	20%	S	44,352.00	Mobilization (If over \$100x) (billed 30 days prior
Turnkey	-		80%	5	177,408 00	Progress tayments (billied bi-weekly)
Option 1	-		0%	S		Custom value
Option 2	=1		0%	5	20	Custom Value
Option 3			0%	\$		Custom Value
Total Labor	221.760		100%	5	221.760.00	
Total PO \$	294,445			\$	294,445.00	

Crane Down Time: If CST replaces any staves in the third (3<sup>rd</sup>) ring down while the top two (2) rings and deck are removed, the crane will remain onsite. CST anticipates one (1) day down time as the sheets are replaced in the third (3<sup>rd</sup>) ring down. The cost for additional crane days onsite is \$6,650 per day. This will be charged to the customer plus CST's labor and equipment on a T&M basis.

This quotation is valid for 15 days for carbon steel tanks and 10 days for stainless steel and aluminum tanks. Noncompliance to the delivery time will result in a price review. Prices are for quantities shown. Prices do not include any fees, permits, duties or applicable taxes.

The following clarifications and exceptions have been assumed for the work that has been quoted.

- CST crew will install all existing non-tank parts as is unless new are supplied by the owner. CST has
  not included any pricing to purchase new materials (piping, conduit, support beams, etc)
- Customer will be responsible to have the tank empty, clean, gas-free, and dry. Tank must be empty to perform the work. All residual should be removed by pressure washing tank.
- 3. Customer will be responsible for disconnecting, removal, and reconnecting pneumatic lines, electrical instrumentation or conduit, lighting, as needed to complete the scope of work.

- 4. Customer will be responsible for providing and maintaining clean and clear access completely around the tank, including access for the crane
- 5. Customer will be responsible for unloading materials upon delivery. Before installation starts, the materials will be delivered and staged near the assembly area as required for CST to install
- CST has not included cleaning or removal of any residuals prior to disposal of existing materials in owner supplied containers.
- 7. Installation price is based on non-winter weather, non-union wages and open work hours including Saturday, Sunday, and holidays.
- 8. CST assumes no liability for damaged equipment that is left attached to the tank or near the tank during the work. CST recommends removal of all equipment by Others that is attached to the tank or could be affected by the work and physical separation of the outlet of the tank from any connecting equipment to protect from debris, hardware or tools that may fall into the tank.
- 9 If CST is favored with a purchase order, we may make a pre-job visit to review the conditions prior to doing the work.
- 10. Any special training (onsite or before mobilization) or orientation longer than 2 hours will be billed at \$400/hr.
- 11. Any work other than stated in the scope of work will be completed on a T&M basis (see attached T&M rate sheet).
- 12. CST assumes the foundation around the perimeter and under the tank is level and sufficient. Existing uneven or unlevel tank foundations may affect the tanks in ways that cannot be observed until replacement of parts takes place. This may lead to leaks, bulges, dents, or other types of distortion in the sidewall. These are not caused by the replacement work but may manifest at the time of repair or replacement. CST is not responsible for correction of these deficiencies.

I look forward to the opportunity to work with you. Please feel free to contact me with any questions or concerns.

CST has experienced tank experts and engineering and construction resources to consult on all of your tank needs. CST recommends that the interior and exterior of your tank be inspected every 3-5 years to maintain the optimum conditions for long term value of the asset. Let us know how we can help you maintain all of your tank assets.

Sincerely,

Travis Ladwig Estimator – Services CST Industries,

Inc

#### **CST Industries**

#### Terms and Conditions of Sale for CST Industries Product Lines

- 1. Offer and Price Increases. This offer shall constitute an offer to sell goods described herein by CST Industries (Seller or Company). This offer shall be construed as inviting acceptance by Buyer (also referred to as JEA) as prescribed by applicable law. If Seller's material increases and/or economic conditions impact price prior to delivery of goods, Seller may submit written documentation of the increased price of the goods to Buyer. In no event shall a price increase under this section exceed the increased costs to Seller as supported by documentation of the price increase. In the event of a price increase Buyer may, at its sole option, accept the increased price or terminate this Contract. No price increase shall be effective unless it is set forth in an amendment to this Contract executed by both parties. Stenographic and clerical errors are subject to correction by Seller.
- 2. Acceptance. The terms and conditions of this Offer will apply and become a part of the contract between Seller and Buyer unless specifically changed in writing and signed by an executive officer of Seller. Upon acceptance, the terms and conditions of this Offer shall in all cases, without exception, control and take precedence over any terms and conditions in Buyer's acceptance. Any conflicting terms and conditions in any purchase order, acknowledgement or other document utilized by Buyer in this transaction, are expressly rejected and the terms of this offer will prevail.
- 3. Delivery. Unless otherwise agreed to in writing, the price and delivery of all goods, are FOB Seller's factory. Title to the goods shall pass to Buyer once Seller has completed its performance with reference to the physical delivery of the goods. If the goods are held at Seller's factory later than the agreed upon ship date, then Buyer shall pay Seller's standard storage charges (see Section 8) for the period from the scheduled shipment date to the actual date of shipment. Such storage charges shall include insurance coverage for the buyer's stored product. The processing of freight claims or loss claims is the responsibility of Buyer. In the event such charges are incurred by Buyer, the parties shall execute an amendment to this Contract setting forth Buyer's maximum indebtedness, for such costs.
- 4. Scheduling of Goods. Seller utilizes the same process for all orders. Receipt and execution of order from Seller, drafting and engineering, submission of engineered drawings for approval, release to manufacture. Orders can only be released to manufacture if engineered drawings have been approved by Buyer and all changes have been reconciled. Once an order has been released to manufacture it will progress through Seller's production schedules. A "Planned" schedule date is given out at the time the sales order is entered and reflects the current engineering, drafting, procurement, and fab lead times plus 2-3 weeks for customer to turn around approval drawings. Projects move to a "Soft" schedule status when the customer returns approved engineering drawings and drafting provides a committed date to have fab drawings and Bills of Material to the shop. Projects move to a "Hard" schedule status when the shop has received completed fab drawings and bills of material from drafting, and has a commitment from vendors on material availability. Until a project is hard scheduled, any shipment estimate is subject to the availability of products from vendors. In the event of a production shortage, Seller shall have the right to allocate its available goods among its customers in such a manner as Seller shall desire.
- 5. Seller's Limited Warranty. See attached Limited Warranty (Tanks and Covers), Document # 283970-000.
- 6. Method of Shipment and Freight Charges. Freight will be charged prepay and add unless otherwise mutually agreed to in writing and are due upon receipt. Orders specifically including freight, handling or other logistics charges are based on Seller's rates in effect on date of acceptance of this Offer and on the routing of shipment arranged by Seller. Seller will ship goods in accordance with Buyer's routing whenever such routing will not result in an increase in freight or other transportation charges. In the event of such increases, the payment of any additional freight or other transportation charges is guaranteed by Buyer to Seller's satisfaction. The goods shall be packaged for shipment at the lowest acceptable rate by common or carrier, or any other method deemed necessary or advisable by Seller. Marking shall be in accordance with commercial practice at place of shipment, unless otherwise designated by Buyer and accepted by Seller

#### 7. Intentionally Deleted

- 8. Invoice & Hold Storage Fees. Buyer will be invoiced immediately and accept responsibility for payment and any applicable storage fees.
- 9. <u>Storage</u> Two (2) weeks "grace period" from agreed upon ship date no charge. A charge of \$500 per tank/cover per week will be assessed for weeks 3-5. A charge of \$1000 per tank/cover per week will be assessed for weeks 6-8. The maximum storage period is eight (8) weeks. Arrangements must be made for shipments so that the maximum storage period is not exceeded.
- 10. Terms of Payment. Subject to satisfactory credit approval, as set forth in paragraph 10, the following terms apply:

Payment - 30% Down Payment upon Buyer's issuance of Purchase Order and upon receipt of Company's invoice,

30% Upon completion and Buyer's approval of engineered drawings.

40% Upon completion of fabrication and ready to ship, Net 30.

- Installation labor will be billed bi-weekly based on percentage of completion
- Down payment secures your position in the order of the process and allows CST to allocate engineering and company resources to advance your order. Down payment is not used to secure price ormaterial.
- Pricing and payment terms make no allowance for setoff, bonding, or retainage.
- Interest will be charged on undisputed invoices not paid within 30 days of buyer's receipt of invoice in accordance with the provisions of the Florida Local Government Prompt Payment Act.

The Company shall submit all invoices to the following email address. ACCTPAYCUSTSRV@JEA.COM.

- 11. Credit Approval. This Offer is subject to (a) execution by Buyer of such additional contract documents, security agreements, notes or other instruments as Seller shall deem necessary or desirable and (b) Seller's review and acceptance of the financial condition of Buyer. If the financial condition of Buyer at any time does not in the sole judgment of Seller, justify continuance of shipment under the terms of this Offer, Seller reserves the right to ship under reservation, or to require full payment before shipment, delivery or erection. Additionally, Seller may at its discretion file such notices for financial protection under the lien or bond statutes of each state.
- 12. Duty Drawback. The manufacturer reserves all drawback rights for materials it produces and sells to Buyer. If Buyer exports the product which Seller manufactures, it is agreed that evidence of exportation shall be supplied to Seller to facilitate its claim of drawback upon request and without charge to Seller.
- 13. Intentionally Deleted.
- 14. Taxes. Seller's prices do not include sales, excise or similar taxes levied by government authority, either foreign or domestic. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to this transaction, shall be paid by Buyer as part of this sale, or in lieu thereof, Buyer shall provide Seller with a valid tax exemption certificate acceptable to taxing authorities of the Shipped-To state. On any material picked up by Buyer at the plant, the tax jurisdiction of the FOB state is applicable.
- 15. Additional Work and Inspection. No extra labor, materials or parts will be furnished under this Offer, unless it has been ordered by Buyer on Seller's sales order form, and the prices and terms of sales are approved by Seller. Seller may at its option subcontract labor, material and parts required by this Offer with Buyer's consent, which shall not be unreasonably withheld. The goods shall be, at Seller's option, subject to inspection and testing during manufacture. Any inspection by Buyer shall be made prior to shipment at Seller's factory or point of shipment. Unless otherwise agreed to, Seller shall not be responsible for unpacking, storage, field assembly of goods, or construction of foundations. Furthermore, Seller shall not be responsible for the choice of use or linings, sealants, and gasket materials not sold hereunder; or the installation, attachment, or connection of piping, conveying and ventilating equipment, or other attachment of accessories or components not sold hereunder.
- 16. Infringement. Seller, at its own expense, shall defend the Buyer against any claims which may be instituted against the Buyer alleging infringement of United States Patents relating to the subject matter of the accompanying sales proposal, provided the Buyer gives Seller immediate notice in writing of any such alleged patent infringement claim and permits Seller, through its own counsel, to defend such claim. In such cases, Buyer shall furnish Seller with all needed information and assistance. The obligations of Seller hereunder shall not extend to any infringement claims arising as a result of the use of the equipment as part of any combination of other devices, machinery or parts.
- 17. Cancellation, etc. Buyer's cancellation of any order is required to be in writing, and Buyer is subject to pay a cancellation fee equal to 25% of the total purchase price. Notwithstanding the foregoing, Buyer shall not be subject to a cancellation fee in the event of cancellation of an order due to a price increase as provided in Section 1 above.
- 18. Change Control. The scope of work described in this proposal will be executed on a fixed price basis. Any change to the project scope that would impact pricing must be agreed to by both parties and approved in writing on a form provided by Seller. Either party may request a change. CST has built sufficient time into this project to account for the impact of reasonable timelines that are present at the beginning of any engagement. Nevertheless, the parties agree that legitimate issues outside of Seller's control could arise during the project that would have an impact on the effort and/or time required to complete the project. Examples include, but are not limited to: Any change in project objectives or scope, deviations from the functionality used to determine scope, discovery of a requirement or issue that was not disclosed by Buyer or that could not have been reasonably anticipated by either party, failure by the Buyer to respond in a timely manner to requests by Seller for information, direction or decision. It is the Seller's responsibility to notify Buyer if a situation arises that it believes justifies a pricing or schedule change, and to provide associated rationale. Both parties agree to negotiate any disagreements in good faith. Work on any change will not begin until a change request has been agreed to and approved in writing by both parties.

- 19. Law. The rights and obligations of the parties shall be governed by the domestic laws of the State of Florida without regard to its conflict of law rules of the United Nations Convention for the International Sale of Goods. Venue for any cause of action arising under this Contract shall lie exclusively in Duval County, Florida.
- **20.** Arbitration. Any dispute, controversy or claim arising under this agreement may be settled by nonbinding arbitration in Jacksonville, Florida, pursuant to the American Arbitration Association rules.
- 21. Entire Agreement. This Offer contains the entire agreement between Seller and Buyer, and no modification of this Offer shall be binding upon Seller unless evidenced by an agreement in writing signed by an executive officer of Seller after the date hereof. No oral or written statements by Seller's sales representatives, or other agents, made after the date hereof shall modify or vary the express terms hereof unless evidenced by an agreement in writing signed by an executive officer of Seller after the date hereof. To the extent any advertising or promotional material of Seller contradicts or disagrees with the terms hereof, Seller and Buyer agree that the terms hereof shall control and that such advertising and/or promotional materials are not part of the agreement between Seller and Buyer.
- 22. Confidentiality of Proposal. All terms and conditions of this Offer shall be held in strict confidentiality by the Buyer and shall not be divulged by the Buyer to any other person or entity without the express prior written approval of Seller or as otherwise required to be disclosed pursuant to Florida's public records laws.
- **23. Termination For Convenience.** JEA reserves the right to terminate this Contract without cause upon 10 days written notice. JEA will pay the company for all direct costs incurred up to the date of termination.
  - 24. Termination for Default. JEA may terminate the Contract for default upon written notice to the Company if any of the following occurs (each, an "Event of Default"):
    - The Company assigns or subcontracts the Work without JEA's prior written consent;
    - Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
    - A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
    - The Company makes an assignment for the benefit of creditors;
    - The Company suspends the operation of a substantial portion of its business;
    - The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to
      meet the schedule for the Work, or the Company abandons the whole or any part of the Work;
    - The Company breaches or fails to comply with any of the conditions or provisions of the Contract Documents, and,
      if such breach or failure is capable of cure, Company does not cure the breach or failure within 15 days after receipt
      of written notice from JEA;
    - The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
    - The Company has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector;
    - The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to JEA, or
    - Any material adverse change in the financial or business condition of the Company.

If, within fifteen (15) days after service of such notice to discontinue or notice to cure upon the Company, an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work or the material breach has not been remedied, JEA may declare the Company to be in default and terminate the Contract.

This Section shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity. Further, the rights and remedies available to JEA are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue to the Company notices of any kind, including but not limited to deficient performance letters and scorecards, regarding its performance prior to declaring an event of Default for performance related issues.

If the Company is declared to be in default, JEA may charge the expenses of completing the Work to the Company and may deduct such expenses from monies due, or which at any time thereafter may become due, to the Company If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon receipt

of notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work, but may make such expenditures that, in its sole judgment, shall best accomplish completion of the Work. JEA will, however, make reasonable efforts to mitigate the costs of completing the Work.

If, after an Event of Default, it is determined that an Event of Default did not occur, or that the default was excusable, the rights and obligations of the parties shall be the same as if JEA had terminated the Contract for convenience.

25. Safety Requirements. The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including any orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this clause is grounds for a Termination for Default, with no requirement to provide Company with a notice to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, in its sole discretion, determines that the Company's Work is unsafe or a risk to property, and may direct the Company to, at a minimum, perform as directed by JEA in such a way as to render the Work environment safe. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of its responsibility.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents.

26. Insurance. Before starting the Work, and without further limiting its liability under the Contract, Company shall procure and maintain throughout the Term at its sole expense, insurance of the types and in the minimum amounts stated below:

#### Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

#### Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

#### Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000.000 each occurrence, combined single limit.

#### Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$4,000,000 each occurrence and annual aggregate

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Before starting the Work, and without further limiting its liability under the Contract, Company shall procure and maintain throughout the Term at its sole expense, insurance of the types and in the minimum amounts stated below

#### Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

#### Automobile Liability

All autos-owned, hired, or non-owned, Insurance Limits: \$1,000,000 each occurrence, combined single limit.

#### Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$1,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under the Contract, certificates evidencing the maintenance of the insurance shall be uploaded to JEA's ISupplier Portal which can be found at https://isupplier.jca.com/OA/JIMI\_AppsLocalLogar/Bp.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by JEA.

It shall be the sole responsibility of Company to ensure that any Subcontractors performing work for Company are properly insured against any claim, action, loss, damage, injury, liability, cost and expense (including, but not by way of limitation, reasonable attorney's fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Subcontractors.

26. Mutual Indemnification. Company shall hold harmless, indemnify, and defend JEA against any claim, action, loss. damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

JEA shall likewise indemnify, hold harmless, and defend the Company against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the JEA and any person or entity used by JEA while engaged in activities related to this Contract. Notwithstanding any other term or condition of this Contract, JEA's indemnification obligation shall be for tort claims only, subject to the provisions and limitations of returns Section 768.28, Florida Statutes.

In the event such damage or injury is caused by the joint or concurrent negligence of JEA and/or the Company, the loss or expense shall be borne by each party in proportion to its degree of negligence in accordance with Section 768.31 of the Florida Statutes, the Uniform Contribution Among Tortfeasors Act and subject to the Limitations of Liability defined within this section.

In the case of third party claims, either party will provide the other reasonable notice of any third party claims.

27. Force Majeure. No party shall be liable for any default or delay in the performance of its obligations under the Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay, (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies), acts of God; war,

terrorist attacks; riot, insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning, blockades; embargoes; sabotage; epidemics; pandemics; outbreaks of communicable disease; quarantines; fires; hurricanes, tornados, floods; other natural disasters; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice shall indicate the extent to which it is anticipated that any delivery or completion dates will be thereby affected within seven calendar days.

- 28. Offsets. If the Company is in violation of any requirement of the Contract, JEA may withhold payments that may otherwise be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.
- 29. Public Records. There can be no expectation of confidentiality of performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of JEA.
- 30. Non Discrimination. The Company represents that it has adopted and shall maintain throughout the Term a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color; national origin, age or handicap, in all areas of employee relations. The Company shall, on written request from JEA, allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of the Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of the Contract.

The Company shall comply with the following:

- The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA);
   and
- The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

The Company agrees that if any of the Work of the Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

- 31. Legal Workforce. The Company's employment of unauthorized aliens shall be a violation of section 274A(e) of the Immigration and Nationality Act and a breach of the provisions of the Contract. The Company and all Subcontractors must enroll and participate in the federal E-Verify Program prior the performance of any part of the Work and appropriately screen all individuals performing any part of the Work. Proof of enrollment and participation must be provided to the JEA Representative upon request.
- 32. Audit <u>Accounting System</u>. The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company's assets, expenses, cost of goods, and use of funds.

#### Audited Financial Statements

The Company shall provide to JEA audited financial statements for its most recent fiscal year not later than five days after receipt of written request from JEA.

#### Content and Retention of Records

The Company's records shall include, but not be limited to, accounting records: written policies and procedures; subcontract files (including proposals of successful and unsuccessful Respondents, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; invoices as support for other reimbursement; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation;

insurance documents; payroll documents; timesheets; memoranda; and correspondence. Company shall, at all times during the term of the Contract and for a period of five years after the completion of the Contract, maintain such records, together with such supporting or underlying documents and materials.

#### Inspection / Audit of Records

Upon JEA's request, the Company shall allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of the Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit on three days' prior written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company shall have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA. Notwithstanding anything to the contrary herein, and except to the extent required by law, any audit and inspection rights include only the rights to verify amounts invoiced by Company and to verify the nature of the services being invoiced, but does not include the right to review other proprietary information of Company, including Company's underlying cost, markup and overhead rates.

#### Cost of Audits

If the audit identifies (i) overpricing or overcharges of any nature by the Company to JEA in excess of one-half of one percent (5%) of the total billings under the Contract at the time of the audit or (ii) fraud, misrepresentation or non-performance, the Company shall reimburse JEA for the total costs of the audit.

#### Billing Adjustments and Recoveries

The Company shall pay JEA all amounts identified as owing to JEA as a result of any such audit or inspection of the Company's invoices and records no later than 90 days after the Company's receipt of JEA's findings.

#### City of Jacksonville Office of the City Council Auditor

A Company providing contractual services purchased by JEA agrees and be deemed to have agreed by virtue of doing business under contract with JEA to be subject to audit upon request by the Office of the City Council Auditor pursuant to Article 5 of the JEA Charter.

#### LIMITED WARRANTY

(Tanks & Covers)

All of the following provisions on this page constitute CST Industries, Inc.'s LJMITED WARRANTY for its products, all of which are part of the terms and conditions of sale.

LIMITED WARRANTY: CST warrants to the original buyer that our products will be free from defects in material and workmanship under normal conditions and use for a period of 12 months from the date of installation or 14 months from the date of shipment, whichever is earlier. This warranty may not be transferred or assigned to any other person or entity other than the original owner of the Project if different from the Buyer. This warranty does not contemplate any future performance by us. This Warranty is contingent upon and will be invalidated by our failure to receive full and timely payment of all undisputed invoices relating to the Project.

EXCLUSIONS: This Warranty does not cover products or materials that are not manufactured or sold by us. This warranty does not cover products that have been altered or repaired by anyone other than us without our written consent.

This Warranty excludes damage to or the failure of our products or systems as a result of

- 1. Material defects or failures of products not manufactured by us,
- 2. Fire flood, high winds, carthquake, lightning strikes, or other catastrophic events or other /\text{\text{\text{cts}}} of God,
- 3. Vandalism, physical abuse, misuse, neglect, accident, or other physical damage to the products or systems
- 4. Exposure to chemicals or other substances, materials, or temperatures that are not anticipated,
- 5. Physical damage to the integrity of the products including but not limited to, penetrations, crushing, breaking, or other destruction,
- Any change in use of the products or the project not expressly acknowledged and agreed to by us, including without limitation, the storage of materials with different composition, maximum bulk densities or flow characteristics, and change in the process.
- 7 Structural design and operating performance issues, problems or consequences attributable in whole or in part to the correctness of design and operating parameters provided by Buyer or the correctness of interfacing work, material or services provided by Buyer (such as foundations or attached process or control equipment), and
- 8. Any failure to handle, store, transport, install, maintain, or operate our products in accordance with our instructions, applicable building codes, and standard industry practices. This includes, but is not limited to, proper operation and maintenance, filling, and emptying. Ventilation and pressure/vacuum relief devices must be maintained by Buyer to assure that design pressures and vacuums are not exceeded. Grouting, if required, must be installed and properly maintained by Buyer Tanks, covers, lining/coatings, cover structure or sheeting/panels, sealers and gaskets, etc. must be maintained by Buyer as necessary to protect against damage, wear and corrosion. Buyer must perform tank and cover inspections in accordance with Seller's guidelines and provide written inspection reports to Seller within two (2) months of each required maintenance period. All evidence of tank, cover, or tank lining damage, both internal and external, is to be repaired by Buyer using repair methods specified by Seller.

**REMEDY:** Your sole and exclusive remedy is limited to our providing you a replacement product or part, repairing the defective product or part, or paying you the prorated value of the defective product or part, at our sole discretion. There may be certain circumstances where we will elect to repair the condition rather than provide you a replacement product or part, as an alternative remedy. In addition, there may be other circumstances that we elect to pay you the prorated value of the defective product or part based on the time remaining on the warranty, as an alternative remedy. This Warranty shall not have failed its essential purpose as long as we are willing to provide comparable replacement product or part or elect one of the alternative remedies.

LIMITATION OF LIABILITY: THE WARRANTY DESCRIBED ABOVE IS THE ONLY WARRANTY MADE BY US AND SHALL BE IN LIEU OF ANY OTHER WARRANTY. EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WE SHALL NOT BE LIABLE FOR ANY OTHER DAMAGE OF ANY KIND, INCLUDING BUTNOT LIMITED TO, LOSS OF REVENUES OR PROFITS, LOST SALES, LOSS OF CONTENTS, LOSS OF USE, ANY INABILITY OF BUYER TO PROVIDE PRODUCT OR SERVICES TO A CUSTOMER, INJURY TO PERSON OR PROPERTY (INCLUDING DAMAGE TO THE BUILDING OR ITS CONTENTS AS A RESULT OF FIRE, EXPLOSION OR OTHERWISE), ENVIRONMENTAL INJURIES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE. THE TOTAL LIABILITY OF SELLER TO BUYER IN CONTRACT. TORT (INCLUDING FAULT, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE RESULTING FROM OR ARISING OUT OF ANY CAUSE WHATSOEVER IN CONNECTION WITH THIS SALE SHALL UNDER NO CIRCUMSTANCES EXCEED THE EX-WORKS

MATERIAL AMOUNTS ACTUALLY PAID TO US. This limitation of liability shall apply to any claim against us to the fullest extent permitted by law, including without limitation any claim of breach of contract, negligence, misrepresentation, nondisclosure, breach of any duty of good faith and fair dealing, violation of any consumer protection statute, or any tort claims.

CLAIM PROCESS: To make a claim under this Warranty you must follow the claims process set forth in the Warranty Online service, which is available at <u>martsonline estindustries.com. CST</u> must be notified of all warrantable conditions within ninety (90) days of discovery

For reimbursement, all claims must be filed within forty-live (45) days after you discover the problem. Once a claim has been made, we have the right to perform an on-site inspection of our products.

283970-000 Rev 1 12/1/2022



#### T & M Rates for CST Storage

#### Labor Hourly Rates:

	Regular Time	Over Time	Double Time
General Labor:	\$99 per hour	\$137 per hour	\$176 per hour
Foreman:	\$122 per hour	\$169 per hour	\$206 per hour

Rental Equipment, Tools & Materials: Cost plus 20%

All labor and third-party charges are for downtime, extra work or other work stoppages beyond the control of CST Storage.

All billing is portal-to-portal.

Consumables and per diem are included in the labor rates.

Regular time is billed for the first eight hours worked Monday – Friday. Overtime is billed for hours worked after eight hours and all time on Saturday. Double time is billed for Sundays and holidays.





















ST	RAGE

SALES ORE	DER#	USP007142003-	01					
CHANGE O	RDER#	01						
DATE OF C	HANGE	1/26/2024	1/26/2024					
NITIATED E	3Y	Tad Rodenbeck	Tad Rodenbeck					
ORIGINAL F	P.O.	214772						
REASON		SHOWN ON RETUR	RNED APPROVALS					
,		TELCON OF						
		FAX DATED						
		E-MAIL DATED						
	X	OTHER						

	PAGE	1	OF	1
SHIP TO:	JEA 2400 Talleyrand Av Jacksonville, FL 3			
Attn:	_ Jim Orr / Kenny Ei	ckelberg		

SOLD TO:	JEA 225 N. Pearl St. Jacksonville, FL 32202
	acctpaycustsrv@jea.com

## **CHANGE ORDER**

Due to this change order, your shipment will be delayed approximately \_\_\_\_ days.

	No		Yes	CONFORMANCE CHECKLIST HAS BEEN RELEASED
--	----	--	-----	---

1 X Performance Bond Cost. CST to be reimbursed by JEA in accordance with the Contract, Line 5. \$ (	NO.	ADD	DEL	CHG	DESCRIPTION		AI	MOUNT
1 X Performance Bond Cost. CST to be reimbursed by JEA in accordance with the Contract, Line 5. \$								
	1	Х			Performance Bond Cost. CST to be reimbursed by JEA in accordance with the Contract, Line	e 5.	\$	6,036.23
TOTAL \$6,036						TOTAL	<u> </u>	036.23

Signature			
Date			



**CST Storage** 2101 S. 21st Street Parsons, KS 67357 **USA** 

(620) 421-0200

#### Invoice

Invoice number: P000015068 Date: February 12, 2024 USC005998

Project contract:

Contract name: JEA, Jacksonville, FL - R/R Top

Received email 2/12/24

(2) Rings & Deck

**Customer account:** C002530 Net 30 Payment terms: 82-3287886 **CST Tax ID:** 214772 **Customer PO:** 

SOLD TO:	JEA 2221 Buckman St Jacksonville, FL 32206 USA
	Phone: 904-526-5094 Fax: Email: acctpaycustsrv@jea.com
SHIP TO:	JEA 2221 Buckman St Jacksonville, FL 32206 USA

**REMIT TO:** CST Industries, Inc. PO Box 850691

Minneapolis, MN 55485-0691

USA

WIRE TRANSFER/ACH:

CST Industries, Inc. Wells Fargo Bank ABA:121000248 Account:4366592673 SWIFT:WFBIUS6S

Project ID	Description	Line amount	Retained amount	Extended amount
USP007142_002	FRT100N30 - Freight PrePay & Add	5,037.15	0.00	\$5,037.15
	Subtotal			\$5,037.15
	Тах			\$0.00
	Total due this invoice	USD		\$5,037.15

If Sales or Use Tax arises by reason of this sale or purchase not included on this invoice, remit such tax directly to the appropriate taxing jurisdiction of your state. Late charge of 1 1/2% per month on account not paid at maturity. Merchandise may not be returned without written consent and shipping instructions from seller. In no case will we be responsible for loss of contents nor for damages caused by such losses. These commodities, technology, or software were exported from the United States in accordance with the export administration regulations. Diversion contrary to U.S. law is prohibited.

		-				PAGE	1 OF 1	
					SHIP TO:	JEA		
						2400 Talleyrand Ave.		
ST		PA	ΕE			Jacksonville, FL 32206		
SALES OF			07142_00	3-02	Attn:	 Kenneth Eickelberg / eickkw@	jea.com	
CHANGE (	ORDER#	02						
DATE OF	CHANGE	3/20/2	024		SOLD TO:	JEA		
INITIATED	BY	Tad R	odenbeck			225 N. Pearl St.		
ORIGINAL	P.O.	21477	2			Jacksonville, FL 32202		
REASON		SHOWN	N ON RETU	RNED APPROVALS		acctpaycustsrv@jea.com		
	,	RECEI	/ED ON					
		TELCO	N OF			CHANCE ORDER		
		FAX DA	ATED			CHANGE ORDER	Ĺ	
	,	E-MAIL	DATED					
	Х	OTHER	!		Due to tl	his change order, your shipment will	be	
-				_	delayed	approximately days.		
	No		Yes	CONFORMANCE CHECKLIST HAS BEEN RELEASE	D			
NO.	ADD	DEL	CHG	DESCR	RIPTION		AMOUNT	
				*** Crane time extended due to East Silo hopper inspe	ection finding	gs and downtime determining next step. ***	:	
	<u> </u>						<u> </u>	
	Х			220T Crane Cost for additional time, invoice dated 2/29	9/24.		\$ 16,163.29	
				Equipment, Operator, Fuel Cost \$13,738.80 + 15%.			<u> </u>	
							<del>                                     </del>	
							+	
							1	

Signature \_\_\_\_\_

TOTAL

\$16,163.29

Award #2 Supporting Documents 5/09/24

## JEA Awards Agenda April 18, 2024

## 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

Teams Meeting Info

## **Consent Agenda**

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for Formal Purchases as defined by Section 3-101 of the JEA Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)
1	Minutes	Minutes from 04/11/2024 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Request for Proposals (RFP)	1411592646 - Class 420 Trailer Mounted Hydraulic Cable Reel Puller/Winders	Phillips	Altec Industries	Capital	\$477,564.00	N/A	N/A			
3	Advertised: 02/20/2024 Optional Pre-Response Meeting: 02/27/2024, Zero (0) Attendees Bids Opened: 03/12/2024 Three (3) Bids Received For additional information contact: Halley Stewart  The purpose of this Request for Proposal (RFP) is to evaluate and select a Vendor(s) that can provide two (2) Class 420 Trailer Mounted Hydraulic Cable Reel Puller/Winders (this "Solicitation"), with various up-fits and options, according to the Technical Specifications that accompany this solicitation, at the best value to JEA (the "Work"). "Best Value" means the lowest cost to JEA with regard to pricing and lead times. Unit must be tested and delivered to JEA Fleet Facility (5717 New Kings Road									One-time purchase, Expected delivery 05/31/2025	N
	Jacksonville, Florida 3	2209) in complete operational condition, vertween the two lowest bidders for this soli	vith all required equ	ipment, certifications, registrations a	nd documentation by the date specified	per awarded contract.					

vard #3 Supporting [	Documents 5/09/24									
Award #	Type of Award	Solicitation # & Short Description/Title  VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)
				C	onsent Agend	a Action				
Committee Members in Attendance	Names	Ted Phillips, Tony Long,	Raynetta Marshall							
Motion by:	Tony Long									
Second By:	Ted Phillips									
Committee Decision										
	Regular Agenda									
Award #	Type of Award	Solicitation # & Short Description/Title  VP	Awardee	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)	Action
	Request for Proposals (RFP)	1411059446 Facilities Landscaping Maintenance - Sheltered Phillips	Freedom Landscape and Lawn Maintenance Inc.  Eagle Lawn Care of N.E. Florida, Inc.	\$0.00\$78,819.00	\$283,546.20\$302,922.00	gle - \$212,391.00Total Awa				
	Originally Awarded: 03/ For additional information	30/2023 on contact: Elaine Selders								Motion by: Raynetta Marshall
	It should be noted that the	ontract renewal for the sheltered Facilities Landscaping Maint is award amends the renewal Award from 04/11/2024 for Fre	-		est for Eagle Landscaping as bot	th awards were approved	04/11/2024 Freedom: \$414,380.62	One (1) Year w/Two (2) – One (1) Yr. Renewals	Freedom Landscape and Lawn Maintenance Inc.	Second by:
		out it should be noted that the renewal term of the contract is recontracts with a 04/01/2025 start date.	not for an entire year and will end on 03/31/2025.	The decision was made to re-solicit all l	andscaping services later this yea	ar to align the sheltered and	04/20/2023 Freedom - \$180,262.50 Eagle - (\$169,350.00)	Start Date: 04/18/2023 End Date: 03/31/2025	and Eagle Lawn Care of N.E. Florida, Inc. are both JSEB's	Tony Long  ———————————————————————————————————
	Prior to renewing, Eagle	requested a decrease and identified six sites that they would liext highest ranked company from this solicitation. Rates are be								Committee Decision:  Approved
		w the contract under the same terms and conditions and the rather increases/decreases and renewal to date for both vendors		_	to exceed amount of \$212,391.0	00.				
Consent and Regular Agenda Signatures										
Budget	Name/Title	Stophanul M. Realy								
Awards Chairman	Name/Title	Theodore B Phillips CFO								
Procurement	Name/Title Jame/Title									
Legal	Name/Title	Rebecca Lavie								

2

#### JEA Awards Agenda April 11, 2024

225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor
Teams Meeting Info

#### Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for Formal Purchases as defined by Section 3-101 of the JEA Procurement Code, if you wish to protest any of these items.

notice of JEA's intended decision for all recommended actions for Formal Furctureses as defined by Section 3-101 of the JEA's Procurement Code, it you was no process any or these items.											
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)
1	Minutes	Minutes from 05/11/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Renewal	1411059446 Facilities Landscaping Maintenance - Sheltered	Phillips	Freedom Landscape and Lawn Maintenance Inc.	O&M	\$414,380.62	\$283,546.20	\$878,189.32			
2	This Award requests a \$463,808.70. This is the first renewa with a 04/01/2025 star	3/30/2023 dition contact: Elaine Selders contract renewal for the sheltered Facilitie al but it should be noted that the renewal lat that. Freedom Landscaping has agreed t price has increased due to the additional r	erm of the contra	act is not for an entire year and will end on	the sheltered and open market contracts	04/20/2023 - \$180,262.50	One (1) Year w/Two (2) – One (1) Yr. Renewals  Start Date: 04/18/2023 End Date: 03/31/2025	Freedom Landscape and Lawn Maintenance Inc. is a JSEB			
	Change Order	028-19 Facilities Landscaping Maintenance - Sheltered	Phillips	Advanced Technology Management, Inc.	O&M	\$237,755.02	\$1,335,841.14	\$2,338,251.09			
3	Originally Awarded: 04/11/2019 For additional information contact: Elaine Selders  This Award requests a contract extension and increase for the sheltered Facilities Landscaping Maintenance services contract. The first renewal was completed administratively in the amount of \$133,584.11 and the second renewal was composed above the amount of \$33,070.23 in the amount of \$33,070.82 for a new not-to-exceed amount of \$2,100,496.07. The second renewal was significantly higher than the first due to a request from Advanced Technology Management which was supported by JEA with fuel and labor (7% increase). Additionally, 80 sites were added. The cost associated with the Water treatment plants maintained by Advanced Technology Management accounted for a large increase in cost.  It should be noted that the contract extension is not for an entire year and will end on 03/12/2025. The decision was made to re-solicit all landscaping services later this year to align the sheltered and open market contracts with a 04/01/2025 Advanced Technology Management has agreed to renew the contract user the same terms and conditions.								1/31/2022 - \$133,584.11 3/30/2023 - \$631,070.82	Three (3) Years w/two (2) – One (1) Yr. Renewals Start Date: 04/18/2019 End Date: 03/31/2025	Advanced Technology Management, Inc. is a JSEB
	Change Order 019-18 Norwood WTP High Service Pump (HSP) Replacement Project Melendez CDM Smith Inc. Capital \$70,330.00 \$466,929.00 \$577,480.00										
4	The scope of this proje This change order is for vendor delays, substan	2020 ation Contact: Marline McDonald tect includes renovation of the pump buildir or additional engineering services during or tital completion of the project was extende in oversight of the Contractor's performan	onstruction. Cons	struction of the project was consolidated a The additional services included in this cl	and awarded along with the McDuff Hange order include: coordination, sho	SP. Due to delays associated of drawings, requests for addit	with supply-chain issues wit ional information (RFIs), sit	h the switchgear and subcontractor and	10/04/2019 - \$61,418.00 10/09/2020 - \$21,980.00 05/27/2020 - \$4,600.00 05/29/21 - (\$47,777.00)	Project Completion Start Date: 11/26/2018 End Date: 11/17/2024	N
	Change Order	020-18 McDuff WTP High Service Pump (HSP) Replacement Project	Melendez	CDM Smith Inc.	Capital	\$63,650.00	\$710,261.00	\$791,535.00			
5	Last Awarded: 05/23/2019 For Additional Information Contact: Marline McDonald The scope of this project includes replacement of five high service pumps, vacuum piping, aerators, exhaust fans and intake ventilators, new motor control center, associated piping, electrical and instrumentation & controls, variable frequency drives, HVAC.  This change order is for additional engineering services during construction. Construction of the project was consolidated and awarded along with the Norwood HSP. Due to delays associated with supply-chain issues with the switchgear and subcont vendor delays, substantial completion of the project was extended by 17 months. The additional services included in this change order include: coordination, shop drawings, requests for additional information (RFs), site visits, specially meetings, rev							ith the switchgear and subcontractor and	05/23/2019 - \$33,336.00 10/9/2019 - \$28,055.00 07/29/2021 - (\$43,767.00)	Project Completion Start Date: 11/20/2018 End Date: 10/16/2024	N
	efforts needed to susta	in oversight of the Contractor's performan	ce. The cost prop	,							
6	Invitation for Bid (IFB)  Advertised: 02/16/2024 Openet: 03/19/2024 Openet: 03/19/2024 For additional information contact: Marline McDonald The purpose of this solicitation is to provide construction services to furnish all labor, materials, equipment and incidentals required to construct approximately 3,000 LF of 20-inch CL 250 ductile iron reclaimed water main by open cut, 1,200 LF of BR1 HDPE reclaimed water main by horizontal directional drill, 75 LF of 36-inch and 50 LF of 30-inch steel casing by auger bore as shown on the drawings, in accordance with JEA Specifications and as specified in the contract documents.  The bid was 9.8% above the design estimate and deemed reasonable.								N/A	Project Completion Start Date: 04/18/2024 End Date: 12/03/2025	Y RZ Services Group (Material Supply), \$145,000.00

Award #	Award #	3 Supporting Solicitation # & Short Description/Title	Docu	ments 5/09/2	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)
	Consent Agenda Action										
Committee Members in Attendance	Names Ted Phillips, Janie Smalley, Tony Long										
Motion by:	Tony Long										
Second By:	Janie Sı	nalley									
Committee Decision	Approv	red									
		C			Consent	and Regular A	genda Signa	tures			
Budget	Name/Title	Stophanul 1	Meal	y							
Awards Chairman	Name/Title Rebecca Lavis										
Procurement	Name/Title	99MMV	Mr	<u></u>							
Legal	Name/Title	Rebecci	a L	avie							

Date: <u>04/20/2023</u> Item# <u>6</u>



#### Formal Bid and Award System

Award #6 April 20, 2023

Type of Award Request: CONTRACT AMENDMENT

Request #: 707

**Requestor Name:** Ventura, Mildred - Contract Specialist

**Requestor Phone:** (904) 665-5201

**Project Title:** Facilities Landscaping Maintenance - Sheltered

Project Number: 30801
Project Location: JEA
Funds: O&M
Business Unit Estimate: N/A

**Scope of Work:** 

The purpose of this Request for Proposals (RFP) is to evaluate and select a vendor that can provide economical pricing for basic landscape maintenance and chemical spraying for the included JEA facilities. These services shall be performed in a safe manner, and the results must be aesthetically pleasing as these facilities represent JEA to our customers. The specifications require that the Company performs these maintenance activities with skilled personnel in a safe and professional manner adhering to all JEA, City, County and State regulations and requirements. Work will be performed at approximately 446 JEA facilities located in Duval and Nassau County, in Florida as listed in Appendix B - Proposal Workbook. These locations include exteriors of buildings, lots, lift stations, electric substations, wells, ditches, water treatment plants, communication towers, road access, fences, areas around electric power lines, highways, exterior of generating plants, and trails.

JEA IFB/RFP/State/City/GSA#: 1411059446

Purchasing Agent: Selders, Elaine L.

Is this a Ratification?:

#### **RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Original Award Amount	Contract Amendment	New Not- To-Exceed Amount
	Zakee Furqan	Zakee0126@gmail.com	7232 Smyrna St, Jacksonville, FL 32208	\$283,546.20	\$180,262.50	\$463,808.70
	IM/illiame	info@ eaglelawncarefl.com	11828 New Kings Rd #109, Jacksonville, FL 32219	\$302,922.00	(\$169,350.00)	\$133,572.00

**Amount of Original Award:** \$586,468.20 **Date of Original Award:** 03/30/2023

**Change Order Amount:** \$180,262.50 (Freedom), (\$169,350.00) (Eagle)

**New Not-To-Exceed Amount:** \$597,380.70

**Length of Contract/PO Term:** One (1) Year w/Two (2) – One (1) Yr. Renewals

**Begin Date (mm/dd/yyyy):** 04/18/2023 **End Date (mm/dd/yyyy):** 04/17/2024

**Renewal Options:** YES - Two (2) - One (1) Yr. Renewals

**JSEB Requirement:** JSEB Sheltered Market

#### **Comments on JSEB Requirements:**

Freedom Landscape and Lawn Maintenance Inc. and Eagle Lawn Care of N.E. Florida are JSEB vendors.

#### **Background/Recommendations:**

Originally awarded and approved by the Awards Committee on 03/30/2023 to Eagle Lawn Care of N.E. Florida for District 5A in the amount of \$169,350.00 and District 2N (Nassau County) in the amount of \$133,572.00 for a total of \$302,922.00, and to Freedom Landscape and Lawn Maintenance Inc. for Districts 1A and 1B, in the amount of \$283,546.20. A copy of the original award is attached as backup.

The contract amendment in the amount of \$180,262.50 for District 5A is being awarded to Freedom Landscape and Lawn Maintenance Inc. Districts 5A and the 2N were originally awarded to Eagle Lawn Care of N.E. Florida, Inc.; however, they notified JEA that they would like to decline the award of District 5A for reasons related to logistics and workload. Freedom Landscape and Lawn Maintenance Inc. is the next highest ranked respondent and has agreed to accept the award for the additional services for District 5A. Freedom Landscape's bid for District 2N was \$180,262.50 versus Eagle Lawn Care's bid in the amount of \$169,350.00. This represents an increase of approximately six percent (6%). The original award amount for District 5A to Eagle Lawn Care of N.E. Florida, Inc. will be reduced in the amount of \$169,350.00, for a new not-to-exceed amount of \$133,572.00. The table below demonstrates the change in award amounts.

	EAGLE LAWN CARE OF N.E. FLORIDA, INC.	FREEDOM LANDSCAPE AND LAWN MAINTENANCE INC.
District 1A	\$357,630.00	<u>\$179,454.00</u>
District 1B	\$116,016 .00	<u>\$104,092.20</u>
District 5A	\$169,350.00	<u>\$180,262.50</u>
District 2N	<u>\$133,572.00</u>	\$189,960.00
Total Award	<u>\$133,572.00</u>	<u>\$463,808.70</u>

Request approval to award a contract amendment for landscape maintenance and chemical spraying to Freedom Landscape and Lawn Maintenance Inc. in the amount of \$180,262.50 for a not-to-exceed amount of \$463,808.70, and Eagle Lawn Care of N.E. Florida in the amount of (\$169,350.00) for a not-to-exceed amount of \$133,572.00, for a new not-to-exceed amount of \$597,380.00, subject to the availability of lawfully appropriated funds.

Manager: Kelly, Joseph L - Manager Facilities Maintenance & Operations

**Director:** Brunell, Baley L. – Dir. Facilities & Fleet Services

**VP:** McElroy, Alan D. - VP Supply Chain & Operations Support

**APPROVALS:** 

Stephen Datz 4/20/2023

Chairman, Awards Committee Date

Stophanul III Ilealy 4/20/2023

Budget Representative Date



#### Formal Bid and Award System

Award #8 March 30, 2023

**Type of Award Request:** REQUEST FOR PROPOSALS (RFP)

Request #: 707

**Requestor Name:** Ventura, Mildred - Contract Specialist

**Requestor Phone:** (904) 665-5201

**Project Title:** Facilities Landscaping Maintenance-Sheltered

Project Number: 30801
Project Location: JEA
Funds: O&M

**Business Unit Estimate:** \$515,000.00

Scope of Work:

The purpose of this Request for Proposals (RFP) is to evaluate and select a vendor that can provide economical pricing for basic landscape maintenance and chemical spraying for the included JEA facilities. These services shall be performed in a safe manner, and the results must be aesthetically pleasing as these facilities represent JEA to our customers. The specifications require that the Company performs these maintenance activities with skilled personnel in a safe and professional manner adhering to all JEA, City, County and State regulations and requirements. Work will be performed at approximately 446 JEA facilities located in Duval and Nassau County, in Florida as listed in Appendix B - Proposal Workbook. These locations include exteriors of buildings, lots, lift stations, electric substations, wells, ditches, water treatment plants, communication towers, road access, fences, areas around electric power lines, highways, exterior of generating plants, and trails.

JEA IFB/RFP/State/City/GSA#: 1411059446

Purchasing Agent: Selders, Elaine L.

Is this a Ratification?:

#### **RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
EAGLE LAWN CARE OF N.E. FLORIDA, INC.		info@ eaglelawncarenefl.com	INU #109,	(904) 879 <b>-</b> 2518	\$302,922.00
LANDSCAPE AND	Zakee Furqan	Zakee0126@gmail.com	7232 Smyrna St, Jacksonville, FL 32208	(904) 993 <b>-</b> 7239	\$283,546.20

**Amount for entire term of Contract/PO:** \$586,468.20 **Award Amount for remainder of this FY:** \$393,829.54

**Length of Contract/PO Term:** One (1) Year w/Two (2) – One (1) Yr. Renewals

 Begin Date (mm/dd/yyyy):
 04/18/2023

 End Date (mm/dd/yyyy):
 04/17/2024

**Renewal Options:** YES - Two (2) - One (1) Yr. Renewals

**JSEB Requirement:** 

JSEB Sheltered Market

#### **Comments on JSEB Requirements:**

Eagle Lawn Care of N.E. Florida, Inc. and Freedom Landscape and Lawn Maintenance Inc. are JSEB vendors.

#### **RESPONDENTS:**

DISTRICT	EAGLE LAWN CARE OF N.E. FLORIDA, INC.	FREEDOM LANDSCAPE AND LAWN MAINTENANCE INC.	A SANCTUARY HOUSE OF N. FL INC	RZ SERVICE GROUP LLC
District 1A	\$357,630.00	<u>\$179,454.00</u>	\$329,355.36	\$256,200.00
District 1B	\$116,016 .00	\$104,092.20	\$132,556.80	\$139,080.00
District 5A	\$169,350.00	\$180,262.50	\$186,446.40	\$261,690.00
District 2N Nassau Cty	\$133,572.00	\$189,960.00	\$202,080.00	\$157,380.00

#### **Background/Recommendations:**

Advertised on 02/03/2023. Four (4) prime contractors attended the optional pre-response meeting held on 02/13/2023. At proposal opening on 02/28/2023, JEA received four (4) Proposals. Eagle Lawn Care of N.E. Florida, Inc. and Freedom Landscape and Lawn Maintenance Inc. are the highest ranked respondents. Eagle Lawn Care of N.E. Florida, Inc. shall be awarded districts 5A and 2N Nassau County, and Freedom Landscape and Lawn Maintenance Inc. shall be awarded districts 1A and 1B. A copy of the response forms and evaluation results are attached as backup.

The award amount of \$586,468.20 is approximately fourteen percent (14%) higher than the business unit estimate which was based on the actual expenditures under the current term, and included a projected rate increase and pricing for added sites. When compared to the current contract there was an approximate 9% increase in the number of sites and an approximately thirty-four percent (34%) increase in rates. Funding for the FY23 variance has been identified and communicated to Finance.

1411059446 – Request approval to award a contract to Eagle Lawn Care of N.E. Florida, Inc. (\$302,922.00) and Freedom Landscape and Lawn Maintenance Inc. (\$283,546.20) for landscape maintenance and chemical spraying for a total not-to-exceed amount of \$586,468.20, subject to the availability of lawfully appropriated funds.

Manager: Kelly, Joseph L - Manager Facilities Maintenance & Operations

**Director:** Brunell, Baley L. – Dir. Facilities & Fleet Services

**VP:** McElroy, Alan D. - VP Supply Chain & Operations Support

**APPROVALS:** 

Stephen Datz 3/30/2023

Chairman, Awards Committee Date

3/30/2023

Budget Representative Date

Award # 3 Supporting Documents 5/09/24

Awaru # 3 Supporting Docu	11101103 3/ 03/ 24					
SITE	FACILITY	MOWING OCCURRENCES	HERBICIDE OCCURRENCES	MOWING	HERBICIDE COST	ANNUAL TOTAL
96119 Otter Run Dr.	WTP	26	12	\$220.00	\$105.00	\$6,980.00
96237 Amelia Concourse	WWTP	26	12	\$425.00	\$175.00	\$13,150.00
85330 Art Wilson	Reuse Booster/Outfalls	26	12	\$562.00	\$205.00	\$17,072.00
77040 Robert E. Williams	WWTP	26	12	\$505.00	\$195.00	\$15,470.00
96362 Piedmont Dr.	WTP	26	12	\$305.00	\$145.00	\$9,670.00
84260 St. Paul St.	WTP	26	12	\$290.00	\$140.00	\$9,220.00

Under Construction/ Only includes small portion in the in northwest corner Does not include Booster Site Under Construction

TOTAL \$71,562.00

Appendix B - Response Workbook										
Facilities Landscape Maintenance - Sheltered										
COMPANY NAME:	RZ Service Group									
Scope of Work: It is the intent of this solicitation to secure economical pricing for basic landscape maintenance. These services must be performed safe manner, and the results must be aesthetically pleasing as these facilities represent JEA to our customers.										
Total Nassau County Bid Price	150 840 00									

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#### 1411059446 Appendix B - Proposal Workbook

Facilities Landscaping Maintenance - Sheltered

Company Name	RZ Service Group							
Regularly Scheduled Maintenance and Landscape Activities - Relief Sites								

Company must submit pricing per site in the highlighted columns S and T to perform all of the scheduled landscape maintenance services as described in Appendix A - Technical Specifications. The "Definitions" tab is provided for guidance only to identify the facility types. In addition to the Regularly Scheduled Maintenance and Landscaping Activities described in Appendix A - Technical Specifications, all bid prices must include all charges including but not limited to waste disposal, permitting requirements, PPE, administrative costs, travel, fuel, parts, tools and materials to complete the service. The estimated one year quantities are to be used as guidelines and are not a guarantee of work.

ITEM NO	ADDRESS	FACILITY TYPE		MAINTENANCE VISITS PER MONTH											VISITS PER YEAR	UNIT OF MEASUR E	CHEMICAL TREATMENTS PER YEAR (ONE CHEMICAL	COST PER CHEMICAL TREATMENT	COST PER VISIT	COST PER YEAR RZSG
			OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP			SPRAY PER MONTH)			
2N.1	Otter Run Drive 96119	WTP	2	2	2	1	1	2	0	3	3	3	3	3	27	per visit	12	\$ 15.00	\$ 80.00	\$ 2,340.00
2N.2	Art Wilson Lane 85330	Nozzle	2	2	2	1	1	2	0	3	3	3	3	3	27	per visit	12	\$ 15.00	\$ 2,560.00	\$ 69,300.00
2N.3	Robert E Williams Dr 77040	WTP	2	2	2	1	1	2	0	3	3	3	3	3	27	per visit	12	\$ 15.00	\$ 1,200.00	\$ 32,580.00
2N.4	Amelia Concourse 96237	WTP	2	2	2	1	1	2	0	3	3	3	3	3	27	per visit	12	\$ 15.00	\$ 1,680.00	\$ 45,540.00
2N.5	Piedmont Drive 96362	WTP	2	2	2	1	1	2	0	3	3	3	3	3	27	per visit	12	\$ 15.00	\$ 240.00	\$ 6,660.00
2N.6	St. Paul Street 84260	WTP	2	2	2	1	1	2	0	3	3	3	3	3	27	per visit	12	\$ 15.00	\$ 120.00	\$ 3,420.00
	Distric 2N Total Bid Price \$												\$ 90.00	\$ 5,880.00	\$ 159,840.00					

	Company Name																RZ Service Group										
	Regularly Scheduled Maintenance and Landscape Activities - Relief Sites																										
ITEM NO	ITEM NO ADDRESS FACILITY TYPE MAINTENANCE VISITS PER MONTH									VISI PE YEA	R UNITOF	CHEMICAL TREATMENTS PER YEAR (ONE CHEMICAL SPRAY	COST PER CHEMICAL TREATMEN RZSG	COS	ST PER IT RZSG	COST PER CHEMICAL TREATMENT COMPARABLE	COST PER VISIT COMPARABLE SITES	COST PER CHEMICAL TREATMENT PREVIOUS	COST PER VISIT 2020	COST PER YEAR COMPARABLE SITES	PREVIOUS COST PER YEAR 2020	COST PER YEAR RZSG					
			OCT	NOV	DEC	JAN	FEB	MAR	R APR	MAY	JUN	JUL	AUG	SEP			PER MONTH)	KZSG			SITES		VENDOR 2020				
2N.1	Otter Run Drive 96119	WTP	2	2	2	1	1	2	2 0	3	3	3	3	3	27	per visit	12	\$ 15.0	00 \$	80.00	\$ 8.00	\$ 20.00	\$ 100.00	\$ 175.00	\$ 636.00	\$ 5,925.00	\$ 2,340.00
2N.2	Art Wilson Lane 85330	Nozzle	2	2	2	1	1	2	2 0	3	3	3	3	3	27	per visit	12	\$ 15.0	00 \$	2,560.00	\$ 125.00	\$ 125.00	\$ 100.00	\$ 200.00	\$ 4,875.00	\$ 6,600.00	\$ 69,300.00
2N.3	Robert E Williams Dr 77040	WTP	2	2	2	1	1	2	2 0	3	3	3	3	3	27	per visit	12	\$ 15.0	00 \$	1,200.00	\$ 125.00	\$ 125.00	\$ 100.00	\$ 300.00	\$ 4,875.00	\$ 9,300.00	\$ 32,580.00
2N.4	Amelia Concourse 96237	WTP	2	2	2	1	1	2	2 0	3	3	3	3	3	27	per visit	12	\$ 15.0	00 \$	1,680.00	-	-	\$ 150.00	\$ 400.00	-	\$ 12,600.00	\$ 45,540.00
2N.5	Piedmont Drive 96362	WTP	2	2	2	1	1	2	$\frac{1}{2}$	3	3	3	3	3	27	per visit	12	\$ 15.0	00 \$	240.00	\$ 100.00	\$ 150.00	\$ 100.00	\$ 300.00	\$ 5,250.00	\$ 9,300.00	\$ 6,660.00
2N.6	St. Paul Street 84260	WTP	2	2	2	1	1	2	2 0	3	3	3	3	3	27	per visit	12	\$ 15.0	00 \$	120.00	\$ 8.00	\$ 20.00	\$ 50.00	\$ 200.00	\$ 636.00	\$ 6,000.00	\$ 3,420.00
																	Distric 2N Total Bid Price	\$ 90.	00 \$	5,880.00	\$ 366.00	\$ 440.00	\$ 600.00	\$ 1,575.00	\$ 16,272.00	\$ 49,725.00	\$ 159,840.00



12574 Flagler Center Boulevard | Suite 101 | Jacksonville, Florida 32258 9045125772 | support@rzservicegroup.com | www.rzservicegroup.com

RECIPIENT:

**JEA** 

225 North Pearl Street Jacksonville, FL 32202

Invoice #1	
Issued	Not sent yet
Due	Upon receipt
Total	\$2,960.00
Account Balance	\$2,960.00

#### For Services Rendered

Product/Service	Description		Qty.	Unit Price	Total
OTTER RUN DRIVE - 96119 (WTP)	Monthly Landscape Maintenance for 1 Acre X 1 Cut: April		1	\$80.00	\$80.00
AMELIA CONCOURSE - 96237 (WTP)	Monthly Landscape Maintenance for 21 Acres 3 Cut: April	<b>X</b> 1	21	\$80.00	\$1,680.00
ROBERT E WILLIAMS DR - 77040 (WTP)	Monthly Landscape Maintenance for 15 Acres 2 Cut: April	<b>K</b> 1	15	\$80.00	\$1,200.00
Thank you for your business Ple	ase contact us with any questions regarding this	Total			\$2,960.00
invoice.	ass contact as with any questions regarding this	Accou	nt balar	nce	\$2,960.00

**JEA** 225 North Pearl Street Jacksonville, FL 32202 For Services Rendered

Invoice #: 1

**Due date:** upon receipt **Amount due:** \$2,960.00

Amount enclosed:

Mail to:

**RZ Service Group** 12574 Flagler Center Boulevard Suite 101 Jacksonville, Florida 32258