

**CONTRACT
BETWEEN
JEA
AND
CONCRETE CONSERVATION, LLC
JEA CONTRACT # JEA11198**

THIS CONTRACT is made and entered into as of the 1st day of October, 2022 (the “**Effective Date**”) by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida (“**JEA**”) and, **CONCRETE CONSERVATION, LLC**, a Florida corporation authorized to conduct business in the state of Florida with its principal address at 4527 SUNBEAM RD, JACKSONVILLE, Florida, 32257, United States (“**Company**”).

WHEREAS, JEA issued a Solicitation 1410804046 for “**Sanitary Sewer Manhole Structural Rehabilitation and Repair**”, as amended by Addendum Number One dated August 18, 2022, and Addendum Number Two dated September 02, 2022 (the “**Solicitation**”); and

WHEREAS, based on Company’s response to the Solicitation (the “**Response**”), on **October 06, 2022**, JEA’s Awards Committee awarded a contract to Company to provide certain services to JEA as described in the Solicitation (the “**Work**”);

NOW THEREFORE, in consideration of the mutual covenants contained below, JEA and Company agree as follows:

1. **Engagement and Performance of Work.** JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Contract.
2. **Compensation.** JEA shall pay the Company for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.
3. **Maximum Indebtedness.** 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 **Three Million and 00/100 Dollars (\$3,000,000.00)**. All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.
4. **Term.** The term of this Contract shall commence on the Effective Date and shall continue through **September 30, 2025**, unless sooner terminated in accordance with the terms of the Solicitation. The parties shall have the right to renew this Contract for up to two (2) additional terms of one (1) year(s) each.
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 B**.

6. **Mutual Waiver of Consequential Damages.** JEA and Company each waive against the other all claims for consequential damages that may arise out of or relate to this Contract.

7. **Contract Documents.** This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
- Any Addenda to the Solicitation issued by JEA
- The Solicitation as originally issued by JEA, including all amendments, technical specifications, appendices and exhibits thereto
- JEA Purchase Order
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by JEA

6. **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
21 W. Church Street
Jacksonville, Florida 32202
Attn: Justin B. Sencer

and to:

JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration
beahb@jea.com

As to the Company:

CONCRETE CONSERVATION, LLC
4527 SUNBEAM RD, JACKSONVILLE, Florida, 32257, United States
Attn: GREGORY REYNOLDS
Email: greynolds@spectrashield.com

7. **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.

8. **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.

9. **Amendments.** 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.

10. **Counterparts.** 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, JEA and Company have duly executed this Contract as of the Effective Date.

JEA: 

WITNESS: *Jessica Talley*

FORM APPROVED: *Rebecca Lavin*

COMPANY: *CONCRETE CONSERVATION, LLC*


GREGORY REYNOLDS
PRESIDENT & CEO
11/8/22

FORM APPROVED:



EXHIBIT A



1410804046 Appendix B - Bid Workbook
Sanitary Sewer Manhole Structural Rehabilitation and Repair
(Only complete the Prices in Yellow Cells)

Spec No. column values beginning with "2" refer to a paragraph in the solicitation.
Spec No. column values beginning with "9" refer to SPECIAL CONDITION ITEM 900 SERIES in Appendix A - Technical Specifications.

				Company name	Concrete Conservation, LLC		
Item No.	Spec No.	Est. Qty.	Unit	Description	Unit Price	Annual Extended Price	3 Year Extended Price
1	901	45	EA	Mobilization	\$1,122.00	\$50,490.00	\$151,470.00
2	902	4,000	SF	Surface Preparation - Existing Fiberglass liner	\$15.00	\$60,000.00	\$180,000.00
3	903	13,000	SF	Removal of Existing Epoxy or Polyurea Liners	\$12.00	\$156,000.00	\$468,000.00
4	904	120	EA	Bench and Invert Channel Repair	\$1,200.00	\$144,000.00	\$432,000.00
5	905	2,235	GAL	Chemical Grouting Sealing	\$295.00	\$659,325.00	\$1,977,975.00
6	906	55	EA	Install/Replace Inside Drop System, <=8"	\$2,600.00	\$143,000.00	\$429,000.00
7	906	20	EA	Install/Replace Inside Drop System, >=10"	\$3,250.00	\$65,000.00	\$195,000.00
8	907	4,000	SF	Installing Corrosion Inhibiting Coating on New Manhole	\$26.67	\$106,680.00	\$320,040.00
9	907	7,000	SF	Installing Corrosion Inhibiting Coating on Existing Manhole	\$29.62	\$207,340.00	\$622,020.00
10	908	54,000	SF	Install Epoxy, Polyurea or Polyurethane Structural Coating, Minimum Thickness	\$37.67	\$2,034,180.00	\$6,102,540.00
11	908	63,000	SF	Install Epoxy, Polyurea or Polyurethane Structural Coating, Additional 0.125-in of thickness	\$9.11	\$573,930.00	\$1,721,790.00
12	909	357	EA	Manhole Inspection Level 2 with 3D scan and imagery	\$158.60	\$56,620.20	\$169,860.60
Cash Allowances							
	910	1	LS	Bypass Pumping Service Allowance	\$200,000.00	\$200,000.00	\$600,000.00
	911	1	LS	Maintenance of Traffic Allowance	\$200,000.00	\$200,000.00	\$600,000.00
	2.14.4	1	LS	SWA Allowance	\$100,000.00	\$100,000.00	\$300,000.00
Total Bid Price (transfer total to Page 1 Appendix B - Bid Form)							\$14,269,695.60