

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.
CM2464-A1

CONTRACTOR INFORMATION

Name: James River Solutions

Address: 10487 Lakeridge Parkway Ashland VA 23005
City State Zip

Contractor's Administrator Name: Tracy Little Title: President

Tel#: (804) 767-8170 Fax: _____ Email: Tracy@jrpenery.com; bbailey@jrpenery.com

CONTRACT INFORMATION

Contract Name: Contract for Fuels Contract Value: Varies

Brief Description: Amendment #1 to extend Contract for Fuels

Contract Dates : From: 10/1/17 to: 9/30/19 Status: ___ New Renew Amend# ___ WA/Task Order


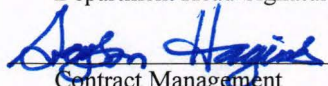
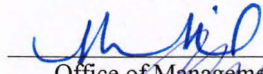
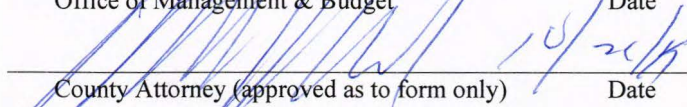
How Procured: ___ Sole Source ___ Single Source ITB ___ RFP ___ RFQ ___ Coop. ___ Other _____

If Processing an Amendment:

Contract #: CM2464 Increase Amount of Existing Contract: None

New Contract Dates: 10/1/19 to 9/30/20 TOTAL OR AMENDMENT AMOUNT: None


APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|---|-----------------|------------------------|
| 1. |  | <u>10-16-19</u> | <u>Road Department</u> |
| | Department Head Signature | Date | Submitting Department |
| 2. |  | <u>10/11/19</u> | <u>03404541-552020</u> |
| | Contract Management | Date | Funding Source/Acct # |
| 3. |  | <u>10/18/19</u> | |
| | Office of Management & Budget | Date | |
| 4. |  | <u>10/26/19</u> | |
| | County Attorney (approved as to form only) | Date | |

2019 OCT 19 12:00

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 10/26/19
 Michael Mullin Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

AMENDMENT NO. 01/FIRST EXTENSION TO THE
CONTRACT FOR FUELS

THIS AMENDMENT entered into this 20th day of November, 2019 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, (hereinafter referred to as "County") and **James River Solutions**, located at 10487 Lakeridge Parkway, Ashland, Virginia hereinafter referred to as "Vendor").

WHEREAS, the parties entered into a *Contract for Fuels* (hereinafter referred to as "Contract") on or about September 25, 2017; and

WHEREAS, the County would like to modify the original Technical Specifications in the Contract attached hereto as Attachment "A" and incorporated herein; and

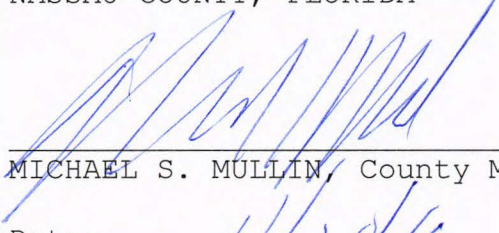
WHEREAS, the Contract provided for an initial term beginning October 1, 2017 and terminating September 30, 2019, with an option to extend in one (1) year increments upon mutual contract between the Vendor and the County; total contract length and individual one (1) year extensions shall be in the County's best interest and sole discretion.

WHEREAS, the parties desire to extend the Contract and agree to the Technical Specification modifications.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. In accordance with Section 20 of the Contract, the performance period is hereby extended for an additional one (1) year beginning October 1, 2019 and terminating September 30, 2020.
2. In accordance with Section 11 of the Contract, the Technical Specifications are modified and updated to match current needs of the department attached hereto and incorporated herein as Attachment "B".
3. All other provisions of the Contract not in conflict with this Amendment shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MICHAEL S. MULLIN, County Manager

Date: 11/20/19

James River Solutions



By: Tracy Little

Its: President

Date: 11/15/19

ATTACHMENT "A" - TECHNICAL SPECIFICATIONS/SCOPE OF WORK

**TECHNICAL SPECIFICATIONS
FUELS
BID NUMBER NC17-021**

2. The payment due date for a local government entity for the purchase of goods or services other than construction services is 45 days per Florida Statutes Section 218.74.
3. The Contractor shall provide on each delivery day, by the end of the business day, a copy of the OPIS publicized end of day daily rack average report for the Loading Terminal to Nassau County Road and Bridge Department. Invoice prices shall be based on the end of day daily rack average price for all products for all companies at the loading terminal as reported by the Oil Price Information Service (OPIS), regardless of which terminal is actually used, plus firm markup or discount, the petroleum inspection fee, Florida and local option road use taxes, pollution taxes and all other applicable taxes, no other charges shall be added. The firm markup or discount includes the vendors profit, delivery costs, membership to the pricing system, and any other costs the vendor includes. The firm markup or discount shall not change during the term of the contract. Deliveries during any calendar day shall be based upon the OPIS end of day daily rack average price for all specified products. The contractor shall invoice only for the specified delivery day OPIS price for the product ordered on the actual delivery date.
4. The contractor shall provide to Nassau County Road and Bridge Department membership to the Oil Price Information System (OPIS) for the term of the contract.
5. Price quotes should be F.O.B. to destination.
6. All charges must be indicated on the Bid Sheet. If not, Nassau County will have authority to reject those charges.
7. Complete description and specifications of product must accompany each and every bid.
8. Contractor shall provide "Emergency Service Response" to Nassau County upon request. Emergency Service Response is defined as follows:
 - a. Federal, State or County declared disasters
 - b. Adverse weather
 - c. Deliveries shall be provided within 24 hours upon notification
9. Tank Wagon Deliveries (minimum twice weekly):
 - A. Gasoline
 - a. Meets State of Florida Specifications
 - b. Regular Unleaded with no more than 10% ethanol
 - c. Informational Only:

Weekly Average Supplies for 2011 & 2012		
Location	FY2011	FY2012
Bailey Yard	1200 Gallons	1400 Gallons

Hilliard Yard	2400 Gallons	2500 Gallons
Storage Tank Capacities		
Bailey Yard	2500 Gallons	
Hilliard Yard	2000 Gallons	

B. Diesel

- a. Meets State of Florida Specifications
- b. Ultra Dyed Low Sulphur Fuel
- c. Information Only:

Weekly Average Supplies for 2011 & 2012		
Location	FY2011	FY2012
Bailey Yard	600 Gallons	600 Gallons
Hilliard Yard	1500 Gallons	1400 Gallons

Storage Tank Capacities	
Bailey Yard	2500 Gallons
Hilliard Yard	3000 Gallons

10. GASOLINES

A. Unleaded Gasoline: The gasoline shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as fuel in internal combustion engines with a minimum octane rating of 87. It shall qualify under the State of Florida Gasoline Inspection Law.

Fuel sample testing for each site, Bailey and Hilliard Yard, shall be provided to Nassau County Road and Bridge Department on the first month of the Contract and once every six months per term of Contract.

Price shall include State Tax, Exclude Federal Tax. Successful bidder shall be responsible for maintaining an adequate supply as needed by the various yards within the County.

B. Diesel Fuel: Fuel must comply with ASTM D975 specifications. The successful bidder shall maintain adequate supplies at various yards. Dyed diesel Fuel is required.

Fuel sample testing for each site, Hilliard and Bailey Yard, shall be provided to Nassau County Road and Bridge Department on the first month on Contract and once every three months per term of Contract.

11. Nassau County is requiring all bidders to provide a copy of their insurance liability showing evidence of their coverage and the limits of their liability in case of accident or any mishap.

ATTACHMENT "B" - UPDATED TECHNICAL SPECIFICATIONS/SCOPE OF WORK

**TECHNICAL SPECIFICATIONS
FUELS
BID NUMBER NC17-021**

1. The payment due date for a local government entity for the purchase of goods or services other than construction services is 45 days per Florida Statutes Section 218.74.
2. Invoice prices shall be based on the end of day daily rack average price for all products for all companies at the loading terminal as reported by the Oil Price Information Service (OPIS), regardless of which terminal is actually used, plus firm markup or discount, the petroleum inspection fee, Florida and local option road use taxes, pollution taxes and all other applicable taxes, no other charges shall be added. The firm markup or discount includes the vendors profit, delivery costs, and any other costs the vendor includes. The firm markup or discount shall not change during the term of the contract. Deliveries during any calendar day shall be based upon the OPIS end of day daily rack average price for all specified products. The contractor shall invoice only for the specified delivery day OPIS price for the product ordered on the actual delivery date.
3. Price quotes should be F.O.B. to destination.
4. All charges must be indicated on the Bid Sheet. If not, Nassau County will have authority to reject those charges.
5. Complete description and specifications of product must accompany each and every bid.
6. Contractor shall provide "Emergency Service Response" to Nassau County upon request.
 - a. Emergency Service Response is defined as follows:
 - a. Federal, State or County declared disasters
 - b. Adverse weather
 - c. Deliveries shall be provided within 24 hours upon notification
7. Tank Wagon Deliveries (minimum twice weekly):
 - A. Gasoline
 - a. Meets State of Florida Specifications
 - b. Regular Unleaded with no more than 10% ethanol
 - c. Informational Only:

Monthly Average Supplies for FY2018 & FY2019		
Location	FY2018	FY2019
Gene Lassere	5050 Gallons	4613Gallons
Hilliard Yard	9108 Gallons	7418 Gallons

Storage Tank Capacities	
Gene Lassere	2500 Gallons
Hilliard Yard	2000 Gallons

- B. Diesel
- a. Meets State of Florida Specifications
 - b. Ultra Dyed Low Sulphur Fuel
 - c. Information Only:

Monthly Average Supplies for FY2018 & FY2019		
Location	FY2018	FY2019
Gene Lassere	2212 Gallons	2125 Gallons
Hilliard Yard	7597 Gallons	7791 Gallons

Storage Tank Capacities	
Gene Lassere	2500 Gallons
Hilliard Yard	3000 Gallons

8. **GASOLINES**

A. Unleaded Gasoline: The gasoline shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as fuel in internal combustion engines with a minimum octane rating of 87. It shall qualify under the State of Florida Gasoline Inspection Law.

Fuel sample testing for each site, Gene Lassere and Hilliard Yard, shall be provided to Nassau County Road and Bridge Department on the first month of the Contract and once every six months per term of Contract.

Price shall include State Tax, Exclude Federal Tax. Successful bidder shall be responsible for maintaining an adequate supply as needed by the various yards within the County.

B. Diesel Fuel: Fuel must comply with ASTM D975 specifications. The successful bidder shall maintain adequate supplies at various yards. Dyed diesel Fuel is required.

Fuel sample testing for each site, Hilliard and Gene Lassere, shall be provided to Nassau County Road and Bridge Department on the first month on Contract and once every three months per term of Contract.

9. Nassau County is requiring all bidders to provide a copy of their insurance liability showing evidence of their coverage and the limits of their liability in case of accident or any mishap.