Docusign Envelope ID: 4FF0516A-F11C-853B-814F-8FBF3C3DE096

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Disposition of Vegetative and Arboricultural Debris

Requested Action and Justification:

Recommend approval to utilize the first of two (2), 2-year renewal options with Advanced Disposal Services, Inc. Period of service will be from 01/01/2027 - 12/31/2028. Total revised estimated expenditure is $150,000.00 for the 2-year period which includes a 5.8% CPI Unit Price Increase from $40.00/ton to $42.32/ton effective 01/01/2027. The new total expenditure not-to-exceed amount will be $270,000.00. The CPI is based on August 2024 Index (305.761) and August 2026 Index (323.394) using the following formula: 323.394 - 305.761 / 305.761 = 5.8%.

Funding will continue to be encumbered by individual releases against POA-71697-25 dependent on funding and the appropriate account. The exact funding allocation per funding string (below) is an estimated expenditure at this time and will vary based on available funding.

To be executed by formal contract amendment through the Office of General Counsel.

Supplier:	Advanced Disposal Services, Inc.	**Basis of Award:**	LPTA	**BID Opening Date:**	12/09/2024

POA #:	71697-25	**PO #:**	N/A	**Change Order #:**	N/A
Solicitation #:	CB 16202 25	**Contract #:**	71697-25	**Contract ADM #:**	1
Term:	2 years	**Options:**	2, 2-year renewals	**Options Used:**	0

Federally Funded:	Yes	**JSEB Rec:**	Encouragement
Licenses Verified:	Yes	**JSEB %:**	0
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	00111	**Center:**	154005	**Acct:**	543070	**Proj:**	000000	**Activity:**	00000000	$ 100,000.00
Fund:	00111	**Center:**	154005	**Acct:**	534100	**Proj:**	000000	**Activity:**	00000000	$ 50,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 270,000.00	**Contingent Amt:**	$ 0	**DMP/ODPO Amt:**	$ 0

Using Agency/BU:	PWML:MOWING AND LANDSCAPE MAINTENANCE		
Concurrence:	Signed by: McDaniel, Dave. 7A4C4F173D4A4A0...	**Title:**	CHIEF OF MOWING AND LANDSCAPE MAINTENANCE 9/30/2026
Concurrence:	Signed by: 1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS 10/1/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Initial DT
Initial DT

Procurement Analyst/Buyer:	Signed by: Ruth Keith C58E7E28D7654E9...	**Chief of Procurement:**	Signed by: B10F1D517352456... 10/6/2026
Name:	Ruth Keith	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

Docusign Envelope ID: 4FF0516A-F11C-853B-814F-8FBF3C3DE096

PAF Instructions

Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from N/A, Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or Highest Evaluated.

Bid Opening Date: The date bid submission were due to Procurement. **The term in 1 cloud is Close date.**

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year. **missing PSC as an option in the drop down menu, we have to type this in the section.

** **Contract #:** This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option. (**maybe reward as Renewal Options to match 1 cloud**)

Options Used: Prior to this request, enter how many options were already used. (**same as above**)

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Bonds Required: Yes/No > Refer to Procurement Manual.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

Docusign Envelope ID: 4FF0516A-F11C-853B-814F-8FBF3C3DE096

September 24, 2026

Jim Lange
Contract Administration Coordinator
City of Jacksonville/Department of Public Works
Mowing & Landscape Maintenance Division
609 St Johns Bluff Road N.
Jacksonville, FL 32225

SUBJECT: An Appeal for the 1st of the 2-Year Renewal Period of Solicitation 16202-25 and Contract 71697-25 Disposition of Vegetative and Arboricultural Debris

Dear Mr. Lange,

Old Kings Road, LLC, an indirect subsidiary of Waste Management, Inc. (WM) and Advanced Disposal Services, Inc. desires to enter into the first of (2) two, 2-year renewal options of Solicitation 16202-25 and Contract 71697-25 for the period 01/01/2027 through 12/31/2028 with no change to the current Terms and Conditions of our agreement.

Additionally, we kindly request the City consider allowing a 5.8% Consumer Price Index (CPI) Unit Price Increase ($40.00/ton to $42.32/ton) at the time of the renewal based on the provisions of the solicitation. CPI data included. If granted, the new rates would be effective on January 1, 2027.

Thank you,

Greg Huntington

Greg Huntington
Waste Management
Senior Account Executive

Docusign Envelope ID: 4FF0516A-F11C-853B-814F-8FBF3C3DE096

BLS
BUREAU OF LABOR STATISTICS
U.S. DEPARTMENT OF LABOR

CONSUMER PRICE INDEX

August 2024

SOUTHEAST INFORMATION OFFICE • Atlanta, Ga. • 404-893-4222 • bls.gov/regions/southeast

For release: Wednesday, September 11, 2024

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Aug 23 to Aug 24	Jul 24 to Aug 24		Aug 23 to Aug 24	Jul 24 to Aug 24
U.S. City Average[1]						
All items (1982-84=100)	314.796	2.5	0.1	308.640	2.4	0.0
All items (1967=100)	942.988	-	-	919.343	-	-
Food and beverages	328.156	2.0	0.1	327.841	2.1	0.1
Housing	335.931	4.4	0.3	331.829	4.3	0.2
Apparel	131.683	0.3	1.7	131.733	0.3	1.9
Transportation	271.391	-1.0	-0.7	276.497	-1.2	-0.8
Medical care	564.407	3.0	0.1	572.053	3.3	0.1
Recreation[2]	138.214	1.6	0.0	130.410	0.8	-0.1
Education & communication[2]	146.643	1.0	0.3	131.165	0.5	0.2
Other goods and services	561.561	3.9	0.2	619.927	4.3	0.2
South[1]						
All items (1982-84=100)	305.761	2.3	0.0	300.605	1.9	-0.1
All items (1977=100)	495.986	-	-	486.864	-	-
Food and beverages	323.095	2.0	0.1	322.508	2.0	0.0
Housing	313.956	4.1	0.2	315.057	4.1	0.1
Apparel	141.999	1.5	1.4	141.710	1.2	1.5
Transportation	272.224	-1.7	-1.0	271.200	-2.3	-1.1
Medical care	530.700	2.7	0.0	546.624	3.2	0.1
Recreation[2]	138.200	2.0	-0.1	129.226	0.5	-0.2
Education & communication[2]	142.344	1.3	0.1	123.632	0.7	0.1
Other goods and services	534.771	4.5	0.6	582.186	4.5	0.5

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Aug 23 to Aug 24	Jun 24 to Aug 24		Aug 23 to Aug 24	Jun 24 to Aug 24
Atlanta-Sandy Springs-Roswell[1]						
All items (1982-84=100)	313.437	1.7	0.1	306.821	1.5	0.1
All items (1967=100)	945.231	-	-	927.717	-	-
Food and beverages	324.227	1.5	-0.3	323.378	1.7	-0.3
Housing	341.055	3.0	0.6	340.926	2.9	0.5
Apparel	165.403	3.1	3.4	172.612	4.9	5.6
Transportation	280.416	-0.9	-1.0	272.080	-1.7	-1.1
Medical care	-	-	-	-	-	-
Recreation[2]	99.411	1.8	-0.7	91.240	1.0	-0.7
Education & communication[2]	141.924	-0.2	-0.3	121.928	-0.3	-0.3
Other goods and services	513.279	4.7	-0.3	604.592	5.0	-0.2
Miami-Fort Lauderdale-West Palm Beach[1]						
All items (1982-84=100)	348.158	2.6	0.3	343.549	2.5	0.0
All items (1977=100)	561.183	-	-	558.162	-	-
Food and beverages	322.054	0.6	0.1	322.027	0.9	-0.1
Housing	394.362	4.0	0.4	393.640	4.0	0.3
Apparel	164.706	0.0	0.7	173.724	-3.3	-1.7
Transportation	281.553	-0.8	0.2	296.414	-1.5	0.0
Medical care	631.466	4.4	0.1	659.647	5.6	-0.2
Recreation[2]	140.378	3.5	1.4	124.429	2.5	-0.7
Education & communication[2]	134.055	-0.4	-0.6	123.935	-1.9	-1.7
Other goods and services	481.215	6.0	1.4	474.230	8.2	1.6

[1]Indexes on a December 1982-84=100 base, unless otherwise noted.
[2]Indexes on a December 1997=100 base.
- Data not available.
*Full surveys for Atlanta-Sandy Springs-Roswell and Miami-Fort Lauderdale-West Palm Beach are compiled every two months and are published for February, April, June, August, October, and December. Note: Data are not seasonally adjusted.

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Consumer Price Index | August 2026

For release: Friday, September 11, 2026 | Southeast Information Office

U.S. city average, South region, Atlanta area, and Miami area, not seasonally adjusted

[1982-84=100, unless otherwise noted]

Expenditure category	All urban consumers			Wage earners & clerical workers		
	Index Aug. 2026	Percent change from 1-month ago	Percent change from 1-year ago	Index Aug. 2026	Percent change from 1-month ago	Percent change from 1-year ago
U.S. city average						
All items	334.980	0.3	3.4	328.481	0.4	3.5
Food and beverages	347.206	0.1	2.6	346.609	0.1	2.6
Housing	360.225	0.2	3.1	355.584	0.2	3.0
Apparel	136.752	1.9	3.6	136.456	2.3	3.0
Transportation	290.778	0.5	6.2	297.453	0.7	6.7
Medical care	593.003	-0.1	1.6	600.982	-0.1	1.3
Recreation[1]	145.186	0.0	2.7	137.741	0.1	3.8
Education & communication[1]	150.304	1.9	2.1	133.054	2.1	1.6
Other goods and services	607.972	0.1	4.2	674.650	0.2	4.6
All items-old base (1967=100)	1003.450			978.445		
South region						
All items	323.394	0.2	3.1	317.604	0.3	3.2
Food and beverages	340.304	0.0	2.2	339.027	0.0	2.2
Housing	335.000	0.1	2.6	335.160	0.2	2.4
Apparel	146.391	1.3	4.6	146.124	1.4	4.6
Transportation	288.242	0.5	5.9	288.862	0.6	6.4
Medical care	555.384	-0.2	1.6	569.058	-0.1	1.2
Recreation[1]	143.944	-0.1	2.3	134.800	0.0	3.0
Education & communication[1]	143.220	1.5	1.3	123.286	1.8	0.6
Other goods and services	590.344	0.4	6.8	643.689	0.4	6.6
All items-old base (December 1977=100)	524.590			514.395		

Expenditure category	All urban consumers			Wage earners & clerical workers		
	Index Aug. 2026	Percent change from 2-months ago	Percent change from 1-year ago	Index Aug. 2026	Percent change from 2-months ago	Percent change from 1-year ago
Atlanta-Sandy Springs-Roswell, GA						
All items	328.150	0.2	2.9	321.717	0.1	3.0
Food and beverages	347.394	-0.3	3.6	344.963	-0.2	3.3
Housing	355.987	0.1	1.4	356.939	0.1	2.0
Apparel	156.884	-0.2	2.6	151.698	-5.1	-4.5
Transportation	298.268	0.7	6.3	288.972	0.8	5.6
Medical care	517.127	-0.4	-0.3	527.743	-0.3	0.4
Recreation[1]	103.778	-0.4	3.9	96.025	-0.9	2.7
Education & communication[1]	144.278	0.2	0.4	124.175	0.5	1.6
Other goods and services	572.886	1.4	-	670.755	1.3	13.8
All items-old base (1967=100)	989.599			972.756		
Miami-Fort Lauderdale-West Palm Beach, FL						
All items	370.123	0.1	3.7	364.600	0.0	3.7
Food and beverages	342.828	-0.9	0.8	341.399	-0.8	0.5
Housing	421.156	0.2	3.4	418.932	0.4	2.9
Apparel	187.906	3.1	6.4	196.982	0.0	9.4
Transportation	297.098	0.2	6.7	306.887	-0.2	6.3
Medical care	679.318	-0.1	3.7	720.917	-0.4	4.2
Recreation[1]	140.623	-0.9	3.2	129.249	-0.6	5.5
Education & communication[1]	139.300	1.8	1.2	131.832	2.0	1.9
Other goods and services	537.510	-0.1	11.7	528.255	-0.4	10.0
All items-old base (November 1977=100)	596.586			592.364		

[1]Indexes on a December 1997=100 base.

-Data not available. Note: The Consumer Price Index for Atlanta and for Miami are published bi-monthly: February, April, June, August, October, and December.

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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: ADMIN Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: Disposition of Vegetative and Arboricultural Debris - Bid # 16202-25

Requested Action and Justification:

Recommendation to award Advanced Disposal Services Inc (Supplier ID 20797) in the annual amount of $60,000.00 with a NTE amount of $120,000.00. The Unit Bid Price was $40.00 per ton for the initial 2-year term from 01/01/2025 - 12/31/2026; with two (2) 2-year renewal options.

Funding will be encumbered by individual releases against a POA dependent on funding, the appropriate account, and fiscal year with a contract being executed through the office of General Counsel.

Supplier:	Advanced Disposal Servic	**Basis of Award:**	LPTA	**BID Opening Date:**	12/09/2024

POA #:	TBD	**PO #:**	TBD	**Change Order #:**	N/A
Solicitation #:	N/A 16202 25	**Contract #:**	TBD	**Contract Amd #:**	N/A
Term:	2 years	**Options:**	Two, 2-Year Renewals	**Options Used:**	0

Federally Funded:	Yes	**JSEB Rec:**	Encouragement	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	Yes	**JSEB %:**	0		

Fund:	00000	**Center:**	000000	**Acct:**	000000	**Proj:**	000000	**Activity:**	00000000	$ 60,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	120,000.00	**Contingent Amt:**	0	**DMP/ODPO Amt:**	0

Using Agency/BU:	PWML:MOWING_AND_LANDSCAPE_MAINTENANCE		
Concurrence:	Signed by: McDaniel, Dave 0410C4F173D4A4A0...	**Title:**	CHIEF OF MOWING AND LANDSCAPE MAINTENANCE 12/10/2024
Concurrence:	1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS 12/12/2024
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Initial DT
Initial DT

Procurement Analyst/Buyer:	Signed by: Pierce, Melissa 9699A6953DC74C5...
Name:	Pierce, Melissa
Procurement Manager:	Signed by: Marilyn Laidler 643A428ND05144E...
Name:	Marilyn Laidler
Chief of Procurement:	DocuSigned by: B19F1D517352456... 12/16/2024
Name:	Dustin L. Freeman

Docusign Envelope ID: 4FF0516A-F11C-853B-814F-8FBF3C3DE096

PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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Award Solicitation: DISPOSITION OF VEGETATIVE AND ARBORICULTURAL DEBRIS

Solicitation **Construction Bid 16202**	Responses Received **1**	Invited Suppliers **55**
Procurement BU **COJ BU**	Active Responses **1**	Will Participate **2**
Close Date **12/6/2024 11:09**	Shortlisted Responses **1**	Responded **1**
Solicitation Currency **USD**		

Line Summary

Line	Item	Item Revision	Supplier	Business Relationship	UOM	Estimated Quantity	Total Amount	Award	Agreement Quantity	Rank	Response Price	Response Minimum Release Amount	Supplier Site	Response	Target Minimum Release Amount	Category Name	Line Type
1	DISPOSITION OF VEGETATIVE AND A			Advanced Disposal Serv	Spend Authorized			No		1	60,000.00	60,000.00		438002		999.45 Landfill Services	Dollars

Last Downloaded **12/6/2024 11:11**

Docusign Envelope ID: 4FF0516A-F11C-853B-814F-8FBF3C3DE096

Award Solicitation: DISPOSITION OF VEGETATIVE AND ARBORICULTURAL DEBRIS

Solicitation **Construction Bid 16202-25,2** Procurement BU **COJ BU** Close Date **12/9/2024 11:09** Solicitation Currency **USD**	Responses Received **1** Active Responses **1** Shortlisted Responses **1**	Invited Suppliers **55** Will Participate **2** Responded **1**

Overview

	Advanced Disposal Services Inc Response: 438002
Business Relationship	Spend Authorized
Supplier Site	
Supplier Contact	Huntington, Greg
Response Status	Active
Shortlist Status	Included
Response Amount	60,000.00
Total Award Amount	
Time of Response	12/9/2024 10:55
Response Valid Until	
Reference Number	
Note to Buyer	
Attachments	No

Requirements

Requirement	Target Value	Advanced Disposal Services Inc Response: 438002
1. Affirmation		
1. Type name and title of person submitting bid in the comments box.		a. Acknowledge
Comments		David M. Myhan, President of Old Kings Road, LLC
2. Type name of company in the comments box.		a. Acknowledge
Attachments		Yes
Comments		Old Kings Road, LLC an indirect subsidiary of Waste Management, Inc. and Advanced Disposal Services, Inc.
3. No Alterations: Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original solicitation document may result in rejection of the bid.		a. Acknowledge
4. Solicitation Silence: The Solicitation Silence policy is in effect for this solicitation and all communications related to this solicitation must be in writing to the designated procurement representative. Violations of the solicitation silence policy may result in the rejection/disqualification of the submission.		a. Acknowledge
5. Legal authorization and solicitation specific minimum requirements: All bidders must be legally authorized to do business in Duval County and shall comply with all minimum requirements for this bid. Failure to submit evidence for meeting any of these requirements may be grounds for rejection. Vendor shall provide proof of applicable local business licenses and particulars such as specific licensure, experience on similar projects, years of expertise in the area etc.		a. Acknowledge
Comments		The Old Kings Road Construction and Demolition Debris Disposal Facility is a construction and demolition disposal facility with a permitted area of approximately 86.5 acres, which are used for the disposal of construction and demolition debris; for the processing of yard trash; and for the recovering of recyclable materials from the waste stream. The facility may accept up to 3,000 tons per day of waste disposal and recycling during normal conditions. The Old Kings Road disposal facility has been in operation since 1977.
6. Certification of No Conflict of Interest: Supplier certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Supplier's company. Supplier must complete and submit the attached Conflict of Interest Statement fully detailing any potential conflicts.		a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.
Attachments		Yes
7. Equal Business Opportunity Program: Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.		a. Acknowledge
Attachments		Yes
8. Electronic Signature: I understand this acknowledgment serves as my electronic signature and has the same force and effect as my manual signature.		a. Acknowledge
2. General Requirements		
1. Scope of Services: The Procurement of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) or service(s) as outlined in the bid documents provided. See the attachment(s) for additional information. Terms and Conditions attached.		a. Acknowledge
2. Specifications: Provide all items or services as identified on each line or identified below in accordance with all other Terms and Conditions specified herein. **DISPOSITION OF VEGETATIVE AND ARBORICULTURAL DEBRIS** The purpose of this solicitation is to establish firm pricing for the lawful disposal of vegetative and arboricultural debris for the Department of Public Works, Mowing and Landscape Maintenance Division, City of Jacksonville, Florida. City of Jacksonville vehicles will transport the following types of material(s) for disposal: . Vegetative and Arboricultural Debris, to include but not limited to: Ø Whole or partial trees, stumps, branches and trunks Ø Other leafy material Ø Land-clearing debris Bidders shall submit their Price Per Ton unit pricing for the lawful disposal of the materials received from the City on the "Lines" tab in 1Cloud. **DISPOSAL OF MATERIAL** All disposal of debris material must be performed in accordance with City, County, State and Federal laws, regulations, and permits. Failure to comply with these specific requirements will constitute a breach of the agreement by the Supplier and may result in the cancellation of this agreement. **SUPPLIER PERSONNEL** All work shall be accomplished by competent, qualified and thoroughly trained personnel using equipment designated for this type of operation and be performed in a workmanlike manner. The Supplier shall be responsible for any and all damages caused by their personnel and/or equipment. **SAFETY** All applicable safety practices must be adhered to at all times in respect to persons and property. **CITY'S RIGHT TO TERMINATE FOR CONVENIENCE** City reserves the right to terminate this agreement for any reason by giving thirty (30) days' written notice to Supplier. If the agreement is terminated for convenience, City will be relieved of all further obligations other than payment for that amount of approved services actually performed to the date of		a. Acknowledge
3. Bidders should submit or comply with the following requirements: Failure to submit any of these requirements may be grounds for rejection: **a.** Supplier shall possess all applicable licenses for operating a landfill to lawfully dispose of the materials being disposed of through award of this solicitation. **b.** Supplier's disposal facility must be located within Duval County. **c.** Supplier must possess a local business tax receipt from the Duval County Local Business Tax Office.		a. Acknowledge
4. Federal Funding: Complete and return all federal funding attachments.		a. Acknowledge
Attachments		Yes
5. Price Sheet: Please download the attached spreadsheet to enter prices and upload back. Please do not make any changes to the item descriptions or quantities indicated. See the attachment(s) for additional information.		a. Acknowledge
Attachments		Yes

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Award Solicitation: DISPOSITION OF VEGETATIVE AND ARBORICULTURAL DEBRIS

Solicitation **Construction Bid 16202-25,2**	Responses Received **1**	Invited Suppliers **55**
Procurement BU **COJ BU**	Active Responses **1**	Will Participate **2**
Close Date **12/9/2024 11:09**	Shortlisted Responses **1**	Responded **1**
Solicitation Currency **USD**		

Lines

Number of Awarded Lines **0**
Number of Awarded Suppliers **0**

Total Award Amount

1 DISPOSITION OF VEGETATIVE AND ARBORICULTURAL DEBRIS

Line Type **Dollars**
Category Name **988.46 Landfill Services**

Start Price
Current Price
Estimated Total Amount

Award Amount
Savings
Savings

	Target Value	**Advanced Disposal Services Inc Response: 438002**
Business Relationship		Spend Authorized
Supplier Site		
Response Status		Active
Shortlist Status		Included
Rank		1
Line Pricing		
Response Price		60,000.00
Unit Price Savings		
Unit Price Savings Percent		
Award Decision		
Award		No
Award Amount		
Note to Buyer		
Attachments		No

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71697-25

AGREEMENT
BETWEEN
CITY OF JACKSONVILLE
AND
OLD KINGS ROAD, LLC
FOR
DISPOSITION OF VEGETATIVE AND ARBORICULTURAL DEBRIS

THIS AGREEMENT for the disposition of vegetative and arboricultural debris (hereinafter the "Project") is made and entered into in duplicate as of the 31st day of March, 2025, retroactive to January 1, 2025 (hereinafter the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida, (hereinafter the "CITY") and **OLD KINGS ROAD LLC**, a Florida limited liability corporation and an indirect subsidiary of Waste Management, Inc. and Advanced Disposal Services, Inc., with principal offices at 800 Capitol Street, Suite 3000, Houston, Texas 77002 (hereinafter the "CONTRACTOR").

WITNESSETH:

WHEREAS, CITY prepared Bid Number 16202-25 for the Project; and

WHEREAS, CONTRACTOR submitted a bid to the City and was selected by the City as the lowest responsible and responsive bidder; and

WHEREAS, CITY and CONTRACTOR have negotiated mutually satisfactory terms for the execution of this Project; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows :

ARTICLE 1: Engagement of CONTRACTOR:

1.01. CITY hereby engages CONTRACTOR and CONTRACTOR hereby accepts said engagement for the purpose of providing to CITY all labor, equipment, and supervision necessary to dispose of vegetative and arboricultural debris for the Project, as described in and according to the applicable provisions of *Bid Specifications for Disposition of Vegetative and Arboricultural Debris*, and all Addenda thereto (the "Services"), made a part hereof and incorporated herein by this reference.

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1.02. If any services, functions, or responsibilities not specifically described in this Agreement or its exhibits are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement and/or its exhibits hereto. CONTRACTOR shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services.

ARTICLE 2: Coordination and Services Provided by CITY:

CITY shall designate for the Services received a Project Coordinator who will, on behalf of the CITY, coordinate with CONTRACTOR and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of CONTRACTOR to coordinate all project-related activities with the designated Project Coordinator. CITY's Project Coordinator shall be: Jim Lange, Contract Administration Coordinator or his designee. The name of said designee shall be given in writing and will not necessitate a formal amendment to this Agreement.

ARTICLE 3: Duration of Agreement, Termination and Default:

3.01. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until December 31, 2026 (the "Initial Term") unless sooner terminated as provided herein. This Agreement may be renewed, in the sole discretion of the CITY, based upon CONTRACTOR's performance and adherence to the terms and conditions of this Agreement, for up to two (2) additional 2-year periods upon terms and conditions mutually agreeable to the parties.

3.02. Should either party default in its obligations under this Agreement, the non defaulting party shall provide written notice to the defaulting party of the default. The defaulting party shall be given ten (10) business days from receipt of the notice of default (or any such other amount of time agreed to by the parties in writing) to remedy the default. If the default is not remedied within such time frame, the non defaulting party may terminate this Agreement by giving the defaulting party thirty (30) days' advance written notice. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in the event of a default, the

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non defaulting party shall be entitled to all available remedies at law or in equity.

3.03. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary:

3.03.01. CITY may terminate this Agreement at any time in the event of loss of funding for any reason by giving CONTRACTOR twenty-four (24) hours' oral notice with written confirmation following.

3.03.02 CITY has the absolute right to terminate this Agreement for convenience, without cause and any additional cost or expense to CITY by giving CONTRACTOR thirty days' advance written notice of such date of termination.

3.04. In the event this Agreement is terminated, CONTRACTOR shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs, and fees associated with an orderly close-out of the work to the extent authorized in writing by CITY.

ARTICLE 4: Delays:

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

ARTICLE 5: Suspension of Services:

CITY may suspend the performance of the Services rendered by providing five (5) days' written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, CONTRACTOR shall resume the full performance of the Services when directed in writing to do so by the Project Coordinator. Suspension of Services for reasons other than the 1CONTRACTOR's negligence or failure to perform shall not affect CONTRACTOR'S compensation as outlined in this Agreement.

ARTICLE 6: Payments for Services of CONTRACTOR:

6.01. CITY will compensate CONTRACTOR for the Services rendered hereunder in accordance with the following terms:

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6.01.01. CONTRACTOR's fee for the Services shall be $40.00 per ton.

6.01.02. CONTRACTOR shall bill CITY monthly for Services provided the previous month. CONTRACTOR must furnish invoices and such other documentation satisfactory to CITY to allow and authorize payment. Such invoices must state that the request for payment is subject to and governed by the provisions of Section 837.06, Florida Statutes.

6.01.04. All invoices must be sent to: City of Jacksonville General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, FL 32202. Payments shall be made within thirty (30) days after receipt of said invoices and other documentation by CITY.

6.02. The maximum indebtedness of CITY for all fees, reimbursable items, or other costs for Services provided by CONTRACTOR pursuant to this Agreement shall not exceed the sum of ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($120,000.00) for the 2-year Term of this Agreement.

6.03. CITY's obligations under this Agreement are contingent upon availability of lawfully appropriated funds for the Project and this Agreement.

ARTICLE 7: Nonwaiver:

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, CITY's payment for the services or any part or combination thereof, or any purported oral modification or recission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

ARTICLE 8: Compliance with State and Other Laws/Licenses and Certifications:

In the provision of the Services, CONTRACTOR must comply with any and all applicable federal, state and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law), with respect to this Project. Such laws, rules, regulations, and ordinances must also include, but are not limited to obtaining and maintaining, all licenses and certifications that are required to perform the Services contemplated

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in this Agreement in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Article 8 shall be incorporated into and become a part of the subcontract.

ARTICLE 9: Equal Employment Opportunity.

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Sections 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations, and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if applicable and to the extent applicable. If CONTRACTOR is exempt from any of the above cited terms, written evidence of such exempt status must be provided to CITY.

ARTICLE 10: Independent Contractor:

In the performance of this Agreement, the CONTRACTOR shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of CITY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of Services under this Agreement.

ARTICLE 11: Retention of Records/Audit:

CONTRACTOR and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred in the performance of the Services and shall make such materials available at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under this Agreement for inspection and/or audit by CITY. All such documents relating to the services performed or money expended under this Agreement shall be open to CITY's inspection and audit during CONTRACTOR's regular business hours.

ARTICLE 12: Governing State Law/Venue/Severability:

The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for

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litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

ARTICLE 13: Article Headings:

Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

ARTICLE 14: Construction:

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement.

ARTICLE 15: Successors and Assigns/Personal Liability:

CITY and CONTRACTOR each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by CONTRACTOR of its interests in this Agreement without the prior written consent of CITY shall be void, in the sole discretion of the CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of CITY.

ARTICLE 16: Notice:

All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

16.01. As to CITY:

Jim Lange
Contract Administration Coordinator
City of Jacksonville
609 St. Johns Bluff Road North
Jacksonville, Florida 32225
(904) 255-4316/jlange@coj.net

With copy to:

Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

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16.02. As to CONTRACTOR:

Gary Faul
Operations Manager
Old Kings Road, LLC
8540 Old Kings Road
Jacksonville, Florida 32219
(920) 606-3391/gfaul@wm.com

ARTICLE 17: CONTRACTOR Defined:

As used herein, the term "CONTRACTOR" shall include, but not be limited to OLD KINGS ROAD, LLC, its officers, employees, agents, subcontractors and other persons, firms, partnerships, corporations, or other entities working for it or on its behalf.

ARTICLE 18: Conflict of Interest:

The parties will follow the provisions of Section 126.112, *Ordinance Code* with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY, to the extent the parties are aware of the same.

ARTICLE 19: Entire Agreement/Amendments:

This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by CONTRACTOR hereunder. 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. All changes to, additions to, modifications of, or amendments to this Agreement 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 hereto.

ARTICLE 20: Incorporation by Reference:

The "Whereas" recitals at the beginning of this Agreement are accurate, true, and correct and by this reference are made a part hereof and are incorporated herein. Similarly, all exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein.

ARTICLE 21: Order of Precedence:

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of

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precedence shall be: 1) fully executed amendment; 2) provisions in this Agreement; and 3) exhibits to this Agreement.

ARTICLE 22: Counterparts:

This Agreement 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Donna Deegan
Mayor

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

Coleen Houlihan
Type/Print Name

Administrative Assistant
Title

OLD KINGS ROAD, LLC.

By _____
Signature

David M. Myhan
Type/Print Name

President
Title

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Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount
Various	$60,000.00

MAXIMUM INDEBTEDNESS: $120,000.00

The above-stated amount is the maximum fixed monetary amount of the foregoing contract for the Project. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e) *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.

for Anna Brosche

Director of Finance
CITY Contract Number 71697-25