SUBJECT: PIGGYBACK JAA RFP #16-09-240018 FOR PARKING & REVENUE CONTROL SYSTEM

BID #: PSC-0515-18 **OPEN DATE:** 06/28/2018

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT

AGENCY: OFFICE OF PUBLIC PARKING

BASIS OF AWARD: PIGGYBACK JAA RFP #16-09-240018

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED:** ( ) **OTHER:** ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase award to Johnson Controls, Inc. (contract #9572-07) in the amount of $8,350.00 for the replacement of a vehicle barrier controller and articulating arm assembly at the Yates Garage.

Total revised award not-to-exceed $1,170,942.14

Funding for this award shall be encumbered by account DIPP412PGLG-04603, executed by formal contract amendment through the Office of General Counsel and processed via individual Purchase Order.

Attachments: Recommendation Memo; Vendor's Quote, Previous Award, COJ Contract

Analyst: _____ **RESPECTFULLY SUBMITTED:** _____
DAVID KLAGES GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: ROBERT CARLE, PUBLIC PARKING OFFICER

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

ONE CITY. ONE JACKSONVILLE.

Lenny Curry, Mayor

Downtown Investment Authority
Office of Public Parking
Claude Yates Building
231 East Forsyth Street, Suite 424
Jacksonville, Florida 32202
(904) 630-CITY
www.coj.net

July 16, 2019

MEMORANDUM

To: Gregory Pease, Chief, Procurement Division

From: Robert Carle, Parking Officer, Office of Public Parking

Re: **Award Increase Request to PSC-0515-18 PIGGYBACK JAA RFP#16-09-240018 FOR PARKING & REVENUE CONTROL SYSTEM**

The Office of Public Parking requests an increase to the annual maximum expenditure for Award # PSC-0515-18. The total additional amount requested is $8,350.00. This would increase the annual FY-19 maximum expenditure to $620,942.14 and would also increase the total award (FY-18 & FY-19) up to $1,170,942.14. The reason for this request, is to provide for the replacement of a new vehicle barrier controller and articulating arm assembly that was severely damaged at the Yates Garage shortly after being installed.

Funding for this increase will be provided from DIPP412PGLG-04603

Your consideration of this recommendation for the respective award would be greatly appreciated.

Attachments:

- Award # PSC-0515-18 PIGGYBACK JAA RFP#16-09-240018 FOR PARKING & REVENUE CONTROL SYSTEM
- Johnson Controls Quote for COJ TIBA INSTALL PARKING VEND BARRIER REPLACEMENT

COJ TIBA PARCS INSTALL
PARKING VEND BARRIER REPLACEMENT

To:
Bob Carle
City of Jacksonville Parking Division
Jacksonville, FL

Subject: Proposal to replace damaged vehicle barrier controller and articulating arm.
Reference: New Yates parking equipment damaged by vehicle voiding warranty

Per request, please receive our proposal to:

1) Remove power conductors, control conductors, uninstall and remove damaged controller/housing and articulating barrier arm assembly.
2) Provide new controller/housing and articulating barrier arm assembly.
3) Re-align base structure and install new components.
4) Reinstall power and control conductors and start up unit.
5) Configure new unit for proper operation and test.
6) Provide factory certification and new warranty documentation.

INCLUDES:

Safety barricades for safe workplace
Transportation of damaged equipment to recycling facility
All consumables for re-fastening, re-alignment and reconnection of new equipment

Material **$6100.00**
Labor.....**$2250.00**

Total **$8350.00**

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, WI

_____
Purchaser

_____
Signature

Name: _____

Title _____

Date _____

This proposal is valid for 30 days from June 19, 2019

JOHNSON CONTROLS, INC.

_____
Signature

Name: Daniel Ray

Title: Lead Systems Specialist

JOHNSON CONTROLS STANDARD TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required thereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no a additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. **INVOICING & PAYMENTS** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site. Waivers of lien will be furnished upon request, as the work progresses to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.

3. **MATERIALS** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.

4. **WARRANTY** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. **LIABILITY** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

6. **TAXES** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

7. **DELAYS** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.

8. **COMPLIANCE WITH LAWS** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

9. **DISPUTES** All disputes involving more than $15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. **INSURANCE** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

11. **INDEMNITY** The Parties hereto agree to indemnify each other from any and all liabilities, acclaims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. **OCCUPATIONAL SAFETY AND HEALTH** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. **ENTIRE AGREEMENT** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

14. **CHANGES** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson

SUBJECT: PIGGYBACK JAA RFP #16-09-240018 FOR PARKING & REVENUE CONTROL SYSTEM

BID #: PSC-0515-18 **OPEN DATE: 06/28/2018**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT

AGENCY: OFFICE OF PUBLIC PARKING

BASIS OF AWARD: PIGGYBACK JAA RFP #16-09-240018

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback the Jacksonville Aviation Authority's RFP #16-09-240018 with Johnson Controls, Inc. to provide parking and revenue control systems and preventive maintenance for the Office of Public Parking. The period of service will be one (1) year from contract execution with two (2) one (1) year renewal options. The requested expenditure not-to-exceed $550,000.00 for FY18 and $612,592.14 for FY19, for a total contract expenditure not-to-exceed $1,162,592.14.

To be executed by formal contract through the Office of General Counsel and encumbered by account DIPP412FAC-03410.

ATTACHMENTS: Recommendation Memo, Risk Management Insurance Approval, Vendor Letter and Quote, JAA Contract

ANALYST: _____ CHELSEY FLEMING

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: ROBERT CARLE, PUBLIC PARKING OFFICER, OFFICE OF PUBLIC PARKING

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 7/19/18

Teresa R Eckman _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 7/19/18

MR APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____ Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

9572-07

AGREEMENT
(UTILIZING JAA CONTRACT PROJECT NO. JAA-PARCS (32887))
BETWEEN
THE CITY OF JACKSONVILLE
AND
JOHNSON CONTROLS, INC.
FOR
PARKING AND REVENUE CONTROL SYSTEM

THIS AGREEMENT is made and entered into in duplicate effective as of the 10 day of Aug, 2018 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the "City"), and JOHNSON CONTROLS, INC., a foreign profit corporation with principal office at 5757 North Green Bay Avenue, Milwaukee, Wisconsin 53209 (hereinafter the "Contractor"), for the Parking and Revenue Control System (the "Services").

RECITALS:

WHEREAS, effective October 14, 2016, Jacksonville Aviation Authority ("JAA") entered into JAA Contract Project Number JAA-PARCS (32887) with Contractor (hereinafter the "JAA Contract"), attached hereto as **Exhibit A** and incorporated herein by this reference, for the Services; and

WHEREAS, said JAA Contract is in full force and effect until October 13, 2018, with two (2) additional one (1) year renewal options, and has been competitively procured and awarded by JAA as contracting authority according to law; and

WHEREAS, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows departments and agencies of City to use *inter alia* contracts of other governmental entities, including JAA, which have been competitively procured and awarded; and

WHEREAS, the JAA Contract is broad enough to allow City to procure the Services and Contractor has agreed to allow City to use the JAA Contract; and

WHEREAS, it is in the best interests of the parties to use the JAA Contract for procurement of the Services and to add those contractual provisions City is required to use by ordinance or policy; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1: Incorporation of Recitals

The above-stated recitals are accurate, true, and correct and are made a part hereof and are

City hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of providing to City the Services according to the provisions of the JAA Contract and its exhibits, amendments, equipment descriptions, and quotations, and the Pricing Schedule, attached hereto as **Exhibit B** and incorporated herein by this reference.. The provisions, terms, and conditions of the JAA Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the JAA Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.

ARTICLE 3: Coordination and Services Provided by CITY

City shall designate for the procurement of the Services a Project Coordinator who will, on behalf of 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 procurement of the Services with the designated Project Coordinator. City's designated Project Coordinator shall be Nancy Albertson (Phone: 904-630-1647; NAlbertson@coj.net).

ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities

The term of this Agreement shall commence on 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 for one year until _____, 2019, with two (2) one (1) year renewal options unless sooner terminated as provided in **Exhibit A.** During said period of time, the Services pricing provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to procure the same at the contract prices provided herein.

ARTICLE 5: Payments for Services of Contractor

5.1. On the faithful performance of this Agreement by Contractor, City will pay Contractor in accordance with the terms and conditions stated in the State Contract. A Payment Schedule is attached hereto as **Exhibit C.**

5.2. Notwithstanding any contrary provision in **Exhibit A,** the maximum indebtedness of City for all fees, reimbursable items, or other costs for the Services sold by Contractor to City pursuant to this Agreement shall not exceed the sum of $550,000.00 for FY 2018 and the sum of $612,592.14 for FY 2019 for a total contract expenditure not to exceed ONE MILLION ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED NINETY-TWO and 14/100 USD ($1,162,592.14), subject to the availability of lawfully appropriated funds .

ARTICLE 6: Notice

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

Nancy A. Albertson. Public Parking Operations Manager
Downtown Investment Authority, Office of Public Parking
231 East Forsyth Street, Suite 424
Jacksonville, Florida 32202

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

_____
Johnson Controls, Inc.
6600 Congress Avenue
Boca Raton, Florida 33487

ARTICLE 7: Indemnity

Contractor shall indemnify City as set forth in **Exhibit D.**

ARTICLE 8: Insurance

Contractor shall procure and maintain the insurance coverages set forth in **Exhibit E.**

ARTICLE 9: Laws, Ordinances, Rules, and Regulations

As required by Section 126.108(b), *Ordinance Code*, in providing 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), as they apply to the purchases contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Article 9 shall be incorporated into and become a part of the subcontract.

ARTICLE 10: Nondiscrimination

Contractor represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination and nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfer, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the

nondiscrimination provisions of this Contract; provided, however, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the Effective Date. Contractor agrees that if any of the Services to be provided pursuant to this Contract are to be performed by a subcontractor, the provisions of this Article 10 shall be incorporated into and become a part of the subcontract.

ARTICLE 11: 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 12: Governing State Law/Severability/Venue

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

ARTICLE 13: Scrutinized Companies

City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

13.1. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

13.2. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

13.3. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or

13.4. Has been engaged in business operations in Cuba or Syria.

ARTICLE 14: Counterparts

The parties agree that for the execution of this Agreement, time is of the essence. Therefore, this Agreement and all amendments thereto 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. The parties further agree that facsimile ("fax") transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

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

ATTEST: **CITY OF JACKSONVILLE:**

By _____
James R. McCain, Jr.
Corporation Secretary

By _____
Lenny Curry, Mayor
Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

WITNESS:

By _____
Signature

Alice W. Newman
Type/Print Name

Asst Office Manager
Title

JOHNSON CONTROLS, INC.

By _____
Signature

PERRY EHLT
Type/Print Name

AIM
Title

GC-#1220210-v1-JohnsonControls_PARCS_piggyback_062918 doc

Encumbrance and funding information for internal City use:

Account DIPP412FAC-03410
Amount $1,162,592.14

$550,000.00 FOR FY2018. $612,592.14 for FY2019.

TOTAL MAXIMUM INDEBTEDNESS $1,162,592.14

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.

Director of Finance
City Contract No. 9572-07

Approved as to form:

James R. McCain Jr.
Office of General Counsel

EXHIBIT A

JAA CONTRACT

Exhibit B

Pricing Schedule

COJ PARCS System

Phase I FY 2018

COJ Pricing	Amount	
Yates Parking Office Headend Materials	$	106,215.00
Yates Garage Materials	$	106,239.25
Yates Labor - Office Headend	$	24,007.50
Yates Garage Labor	$	57,137.85
Ed Ball Garage Materials	$	72,750.00
Ed Ball Garage Labor	$	55,655.97
Ed Ball Optional Pay on Foot	$	34,391.35
Ed Bal Labor-Pay on Foot	$	2,007.90
Bay & Ocean (Open Lot)	$	29,342.50
Bay & Ocean Labor	$	15,277.50
Cisco Equipment	$	3,183.43
Cisco Equipment Labor (COJ)	$	-
First Year Preventative Quarterly Inspections	$	26,671.00
Retention Release	$	17,120.75
Phase I Total	**$**	**550,000.00**

Phase II FY 2019

COJ Pricing	Equipment	
Duval Library Garage Materials	$	140,113.03
Duval Library Labor	$	70,277.00
Water Street Garage Materials	$	263,419.99
Water Street Garage Labor	$	84,245.00
Cisco Equipment	$	4,683.97
Cisco Equipment Labor COJ	$	-
Retention Release	$	17,169.00
Recommended Spare Parts	$	32,684.15
Phase II Total	**$**	**612,592.14**

PSC-0515-18 Piggyback JAA RFP #16-09-24001
Parking and Revenue Control System
Office of Public Parking
Johnson Controls, Inc.

Project Total Cost $ 1,162,592.14

EXHIBIT C

PAYMENT SCHEDULE

The PARCS Project shall be organized in phases with appropriate milestones. City expects a fixed fee cost proposal, including for all required travel. Payments will be milestone based and mutually agreed upon during contract negotiations. Retention will be 15% except where equipment or software licensing is to be provided, which will not have retention withheld. Retention will be released at Project acceptance.

Project Milestones & Payments

Milestone	
Phase I: Factory Acceptance Test	5%
Phase II: Analysis & Design	20%
Phase III: Construction & Testing	25%
Phase IV: Go-Live	50%
Project Acceptance (Retention Release)	
Phase V: Warranty	

EXHIBIT D

INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs, and expenses of whatsoever kind or nature which may be incurred by, charged to, or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Agreement, operations, services, or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures arising from or in connection with any environmental, health, and safety liabilities, claims, citations, clean-up, or damages, whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Agreement constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding, the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to City so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Agreement, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT E

INSURANCE REQUIREMENTS

Without limiting its liability under this Agreement, Contractor shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Contractor shall require its, subcontractors, laborers, materialmen, and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles owned, hired, or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, and must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

A. Additional Insured: All insurance except Workers' Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, and for Automobile Liability in a form no more restrictive than CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers, employees and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees, and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor or its subcontractors, employees, or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. Waiver/Estoppel. Neither approval by City of, nor failure to disapprove, the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Agreement.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that show the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above, and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available, then the Contractor, as applicable, shall provide a thirty (30) days' written notice of any change in the above coverages or limits, or of coverages' being suspended, voided, or cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

Special Provisions: Prior to executing this Agreement, Provider shall present this Agreement to its Insurance Agent affirming that: 1) the Agent has personally reviewed the insurance requirements of the Agreement, and 2) the Agent is able (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.