SUBJECT: PIGGYBACK BID 021-16 ROOFING INSTALLATION AND REPAIR SERVICE FOR JEA

BID #: PSC-0055-19 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF AWARD THROUGH MARCH 31, 2021 WITH ONE (1) ONE (1) YEAR RENEWAL OPTION

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback bid 021-16 Roofing Installation and Repair Services for JEA, with J. Register Company, Inc., (Register Roofing & Sheet Metal, Inc), on an as needed basis. Period of Service will be from date of award through March 31, 2021, with one (1) one (1) year renewal option. Total award amount not-to-exceed $200,000.00.

This award will be funded by various account (s) and executed by formal contract through Office of General Counsel and processed via individual Purchase Order(s).

Attachments: Recommendation Memo, Vendor Letter, Bid 021-16, Certificate of Insurance

BUYER: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Greg Pease
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Roy Birbal, Chief, Public Buildings Division**

(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 _____

PSC-0055-19

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

ONE CITY. ONE JACKSONVILLE

October 31, 2018

MEMORANDUM

TO: Gregory W. Pease, Chief Procurement Division

THRU: John P. Pappas, P.E.,

FROM: Roy Birbal, Chief

SUBJECT: Register Roofing & Sheet Metal, Inc.
Recommendation to Piggyback Bid 021-16 Roofing Installation and Repair Services for JEA

On March 3, 2016, Jacksonville Electric Authority (JEA) awarded Bid 021-16 for Roofing Installation and Repair Services for JEA to J. Register Company, Inc. (now known as Register Roofing & Sheet Metal, Inc.) effective April 1, 2016 through March 31, 2021 with an option to renew for one (1) 1-year period.

The City of Jacksonville is eligible to piggyback on Bid 021-16 pursuant to Ordinance Code sections 126.211 and 126.309 along with Bid 021-16 Item 2.14.19 which states: USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE: Where City of Jacksonville agencies' procurement codes allow use of JEA contracts, the Company agrees to extend any pricing and other contractual terms to such agencies.

Accordingly, the Public Buildings Division recommends piggybacking on JEA Bid 021-16 with Register Roofing & Sheet Metal, Inc. for Roofing Installation and Repair Services on an as needed basis, with a not-to-exceed limit of $200,000.00.

Funding will be encumbered by individual releases against the master blanket, dependent on funding, the appropriate account and fiscal year. The initial term of the agreement will be from date of award through March 31, 2021 with the option to renew for one (1) 1-year period and be documented by formal contract through the Office of General Counsel.

Your assistance in concurring with this recommendation would be appreciated. If you have any questions or concerns regarding this matter, please contact Jim Lange at 255-4340.

Attachments:

1) Bid 021-16
2) Bid 021-16 Addendums 1-2-3
3) Bid 021-16 Award
4) Vendor Letter of Consent
5) Certificate of Insurance (Approved by Risk Management)
6) Vendor Name Change Memorandum
7) Exhibits to be included in the City's contract per Risk Management
   - Indemnification *
   - Insurance Requirements *

* The Indemnification and Insurance Requirements Exhibits have been approved by Risk Management and will be appropriately titled by the Office of General Counsel when including them in the City's contract.

cc: Ann Brackin, Public Works Contracts and Finance Manager
Marilyn Laidler, Procurement Analyst
Jim Lange, Contract Administration Coordinator

REGISTER ROOFING
& SHEET METAL, INC.
QUALITY, SAFETY, TRUSTED SINCE 1980

Date: October 30, 2018

To: Jim Lange
Contract Administration Coordinator
City of Jacksonville

Subject: Piggybacking Bid/Award 021-16:
Roofing Installation and Repair Services for JEA

Mr. Lange,

Register Roofing & Sheet Metal, Inc. extends to the City of Jacksonville the opportunity to Piggyback Award 021-16 with Jacksonville Electric Authority (JEA) through March 31, 2021 for as needed Roofing Installation and Repair Services.

We will provide the City of Jacksonville the same terms, conditions and prices in the Bid/Award 021-16 through March 21, 2021.

If you have any questions or concerns, please don't hesitate to contact myself.

Sincerely,

Lincoln Register
President
Register Roofing & Sheet Metal, Inc.

Register Roofing & Sheet Metal, Inc.
Telephone (904) 215-8533 4640 Sub Chaser Ct. Unit 113 Facsimile (904) 213-7833
Jacksonville, FL 32244
CCC1331028 Certified Roofing Contractor CGC006294 Certified General Contractor

REGISTER COMPANY, INC.

REGISTER ROOFING & SHEET METAL, INC.
QUALITY SAFETY TRUSTED SINCE 1980

Date: April 19th, 2018

To: Vendors & Suppliers of J. Register Company

Effective May 1, 2018, our company name has been changed as follows:

From: **"J. Register Company, Inc."**

To: **"Register Roofing & Sheet Metal, Inc."**

The purpose of this name change is to more appropriately identify our company and the services we provide. ***This name change in no manner is a result of any act or action taken by or against the company.*** Our objective with this name change is to build on the excellent reputation this firm has established over the past 35 years, and also to market our firm's new innovative practices.

Lincoln Register has recently assumed the role of President, which has resulted in a new era of the firm. Both Gary and Joanne Register remain actively involved in the business. Thus there has been no change in management, nor the range of services we provide.

Note that our company will retain a fictitious name as J. Register Company, to ensure seamless transition for projects currently under contract. All current purchase agreements will not be impacted, as our firm can legally operate under J. Register Company and Register Roofing & Sheet Metal. Our staff will be contacting each of your firms to clarify if any additional information is needed to implement this name change.

We kindly ask you to update your records accordingly and to address all future business correspondence to our new company name. We look forward to continuing our working relationship with your business.

Sincerely,

Gary Lincoln Register
President
J. Register Company, Inc.

RECEIVED
APR 26 2018
Department of Public Works
Public Buildings Division

Attachment #1: ***Supplemental Legal Correspondence***

J. Register Company, Inc.
Telephone (904) 215-8533 4640 Sub Chaser Ct. Unit 113 Facsimile (904) 213-7833
Jacksonville, FL 32244
CCC 021400 Certified Roofing Contractor CGC 006294 Certified General Contractor

Solicitation

For Participation in

Roofing Installation and Repair Services for JEA

Jacksonville, FL

Solicitation Number 021-16

Optional Pre-Bid Meeting on January 7, 2015, at 2:00 p.m.

JEA Customer Center, 6th Floor, North Conference Room, 21 West Church Street,

Jacksonville, Florida 32202.

Bidders may also attend this meeting by teleconference.

Dial in: 1.888.714.6484

Participation Code: 992663

Bids are due on January 26, 2016 by 12:00 pm

Direct delivery or mail to JEA Bid Office, Customer Center 1st Floor, Room 002

21 W. Church Street, Jacksonville, FL 32202

JEA will publicly open all qualified Bids on January 26, 2016, at

2:00 p.m. in the JEA Customer Center 1st Floor, Room 002, 21 W. Church Street, Jacksonville, FL

Table of Contents

1. SOLICITATION 6
1.1. SCOPE, BACKGROUND AND INVITATION 6
1.1.1. SCOPE OF WORK 6
1.1.2. QUESTIONS 6
1.1.3. INVITATION TO BID 6
1.1.4. OPTIONAL PRE-BID MEETING IN PERSON OR BY TELECONFERENCE 7
1.1.5. OPENING OF BIDS 7
1.2. SPECIAL INSTRUCTIONS 8
1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION 8
1.2.2. EVALUATION METHODOLOGY 8
1.2.3. NUMBER OF CONTRACTS TO BE AWARDED 9
1.2.4. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS 9
1.2.5. SAFETY QUALIFICATION REQUIREMENTS (IFB) 11
1.2.6. TIME 11
1.2.7. REQUIRED FORMS TO SUBMIT WITH BID 11
1.2.8. BID SECURITY/BID BOND 12
1.2.9. PAYMENT AND PERFORMANCE BOND REQUIREMENTS 12
1.3. GENERAL INSTRUCTIONS 14
1.3.1. ADDENDA 14
1.3.2. COMPLETING THE BID DOCUMENTS 14
1.3.3. SUBMITTING THE BID DOCUMENTS 14
1.3.4. CALCULATION OF THE BID PRICE 15
1.3.5. CONTRACT EXECUTION AND START OF WORK 15
1.3.6. EX PARTE COMMUNICATION 15
1.3.7. JEA PUBLICATIONS 15
1.3.8. PROHIBITION AGAINST CONTINGENT FEES 16
1.3.9. RESERVATIONS OF RIGHTS TO JEA 16
1.3.10. ETHICS (IFB) 16
1.3.11. MATHEMATICAL ERRORS 17
1.3.12. MODIFICATION OR WITHDRAWAL OF BIDS 17
1.3.13. AVAILABILITY OF BIDS AFTER BID OPENING 18
1.3.14. PROTEST OF BIDDING AND AWARD PROCESS 18
1.3.15. SHIPPING, FREIGHT, AND TRAVEL--F.O.B. DESTINATION 18
1.3.16. SUBCONTRACTORS 18
1.3.17. CERTIFICATION AND REPRESENTATIONS OF THE BIDDER 18
2. CONTRACT TERMS AND CONDITIONS 20
2.1. CONTRACT DOCUMENT AND TERMS AND CONDITIONS 20
2.2. DEFINITIONS 21
2.2.1. DEFINITIONS 21
2.2.2. ACCEPTANCE 21
2.2.3. ADDENDUM/ADDENDA 21
2.2.4. ANNIVERSARY DATE 21
2.2.5. AWARD 21
2.2.6. BID DOCUMENT 21
2.2.7. BID 22
2.2.8. BID PRICE 22
2.2.9. BIDDER 22

2.2.10. CONTRACT AMENDMENT/CHANGE ORDER 22
2.2.11. COMPANY 22
2.2.12. COMPANY REPRESENTATIVE 22
2.2.13. COMPANY SUPERVISOR 22
2.2.14. CONTRACT ADMINISTRATOR 23
2.2.15. CONTRACT DOCUMENTS 23
2.2.16. CONTRACT PRICE 23
2.2.17. DEFECT 23
2.2.18. ENVIRONMENTAL REGULATIONS 23
2.2.19. HAZARDOUS MATERIALS 24
2.2.20. HOLIDAYS 24
2.2.21. INVOICE 24
2.2.22. JEA 24
2.2.23. JEA REPRESENTATIVES 24
2.2.24. PURCHASE ORDER (PO) 25
2.2.25. SOLICITATION 25
2.2.26. SUBCONTRACTOR 25
2.2.27. TERM 25
2.2.28. UNIT PRICES 25
2.2.29. WORK LOCATION (DEFINITION) 25
2.2.30. WORK OR SCOPE OF SERVICES 25
2.3. CONTRACT DOCUMENTS 25
2.3.1. ORDER OF PRECEDENCE 26
2.4. PRICE AND PAYMENTS 26
2.4.1. PAYMENTS 26
2.4.2. INVOICING AND PAYMENT TERMS 27
2.4.3. DISCOUNT PRICING 28
2.4.4. COST SAVINGS PLAN 28
2.4.5. OFFSETS 28
2.4.6. TAXES 28
2.4.7. JSEB COMPLIANCE 29
2.4.8. PROMPT PAYMENT TO SUBCONTRACTORS, SUB-SUBCONTRACTORS AND SUPPLIERS 30
2.4.9. WORK SCHEDULES 31
2.4.10. LABOR, EQUIPMENT, AND MATERIAL (L.E.M) UNIT PRICE 31
2.5. WARRANTIES AND REPRESENTATIONS 31
2.5.1. WARRANTY (MAINTENANCE AND REPAIRS) 31
2.6. INSURANCE, INDEMNITY AND RISK OF LOSS 33
2.6.1. INSURANCE 33
2.6.2. INDEMNIFICATION 34
2.6.3. TITLE AND RISK OF LOSS 35
2.7. PAYMENT AND PERFORMANCE BONDS 36
2.7.1. BOND AMOUNT 36
2.7.2. NOTIFICATION OF SURETY 36
2.8. TERM AND TERMINATION 36
2.8.1. TERM 36
2.8.2. TERMINATION FOR CONVENIENCE 36
2.8.3. TERMINATION FOR DEFAULT (WITH A BOND) 37
2.9. PRELIMINARY MATTERS 39
2.9.1. LICENSES 39
2.9.2. UNFORESEEN CONDITIONS 39

2.9.3. JEA CRITICAL INFRASTRUCTURE PROTECTION 40
2.9.4. JEA ACCESS BADGES 40
2.10. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION 41
2.10.1. CONFIDENTIALITY AND PUBLIC RECORD LAWS 41
2.10.2. PROPRIETARY INFORMATION 42
2.10.3. PUBLICITY AND ADVERTISING 42
2.11. LABOR 42
2.11.1. NONDISCRIMINATION 43
2.11.2. LEGAL WORKFORCE 43
2.11.3. PROHIBITED FUTURE EMPLOYMENT 43
2.11.4. HIRING OF OTHER PARTY'S EMPLOYEES 44
2.11.5. COMPANY'S LABOR RELATIONS 44
2.11.6. JEA WORKPLACE TOBACCO USE POLICY 44
2.12. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT 44
2.12.1. COMPANY REPRESENTATIVES 44
2.12.2. COMPANY REVIEW OF PROJECT REQUIREMENTS 45
2.12.3. CONDITIONS OF PROVISIONING 45
2.12.4. EMERGENCY EVENTS 45
2.12.5. SAFETY AND PROTECTION PRECAUTIONS 46
2.12.6. PROTECTION OF THE ENVIRONMENT 47
2.12.7. STORM PREPAREDNESS 48
2.13. VENDOR PERFORMANCE EVALUATION 48
2.13.1. VENDOR PERFORMANCE EVALUATION 48
2.14. MISCELLANEOUS PROVISIONS 50
2.14.1. AMBIGUOUS CONTRACT PROVISIONS 50
2.14.2. AMENDMENTS 51
2.14.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY 51
2.14.4. CUMULATIVE REMEDIES 51
2.14.5. DELAYS 51
2.14.6. ENTIRE AGREEMENT 51
2.14.7. EXPANDED DEFINITIONS 51
2.14.8. HEADINGS 52
2.14.9. LANGUAGE AND MEASUREMENTS 52
2.14.10. MEETINGS AND PUBLIC HEARINGS 52
2.14.11. NONEXCLUSIVE 52
2.14.12. REFERENCES 52
2.14.13. RELATIONSHIP OF THE PARTIES 52
2.14.14. SEVERABILITY 52
2.14.15. SUBCONTRACTING OR ASSIGNING OF CONTRACT 53
2.14.16. SURVIVAL 53
2.14.17. TIME AND DATE 53
2.14.18. TIME OF ESSENCE 53
2.14.19. USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE 54
2.14.20. WAIVER OF CLAIMS 54
2.14.21. FORCE MAJEURE 54
3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK 55
3.1. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A) 55
4. FORMS 55
4.1. FORMS (APPENDIX B) 55

SOLICITATION
1. SOLICITATION

1.1. SCOPE, BACKGROUND AND INVITATION

1.1.1. SCOPE OF WORK
JEA owns approximately 710 buildings primarily in Duval County, with some additional sites in Clay, Nassau and St Johns Counties. The purpose of this solicitation to establish pricing for the following services: replace, or repair roofing, insulation and sheet metal flashing.

When replacing roofing, the JEA Contract Administrator will make the decision if removing the existing roof, insulation and sheet metal flashing down to the existing substrate is necessary. Where needed, new tapered insulation will be installed to provide a finished slope of ¼" on 12". Johns Manville, Siplast, or Soprema products are the standard to be utilized for installation and repair.

1.1.2. QUESTIONS
All questions must be submitted in writing to the JEA Buyer listed below at least five (5) business days prior to the opening date. Questions received within five (5) business days prior to the opening date will not be answered.

For Procurement Related Questions:
Buyer: RODNEY LOVGREN
E-mail: LOVGRD@JEA.COM

For Technical Questions:
Contact: MATT POTEET
E-mail: POTEMD@JEA.COM

1.1.3. INVITATION TO BID
You are invited to bid on the Solicitation noted below:

JEA Solicitation Title: Roofing Installation and Repair Services for JEA

JEA Solicitation Number: 021-16

To obtain more information about this Solicitation:

Download a copy of the Solicitation and any required forms at jea.com.

Bid Due Time: 12:00 P.M. - ALL LATE BIDS WILL BE RETURNED UNOPENED

Bid Due Date: January 26, 2016

All Bids must reference the JEA Solicitation title and number noted above. All Bids must be made on the appropriate Bid forms as specified within this Solicitation, and placed in an envelope marked to identify the Solicitation and delivered or mailed to:

JEA Procurement, Bid Office, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202

The Bidder shall be solely responsible for delivery of its Bid to the JEA Bid Office. **Please note: JEA employs a third party courier service to deliver its mail from the local U.S. Postal Service (USPS) which could cause a delay of Bid delivery if mailed through the USPS.** Therefore, JEA recommends direct delivery to the JEA Bid Office. Reliance upon the USPS, the courier service employed by JEA to make pick-ups from the local USPS, or public carriers is at the Bidder's risk.

Bids are due by the time and on the date listed above. ALL LATE BIDS FOR WHATEVER REASON WILL BE RETURNED UNOPENED.

1.1.4. OPTIONAL PRE-BID MEETING IN PERSON OR BY TELECONFERENCE

There will be an Optional Pre-Bid Meeting. Roll call will be held promptly at the start of the meeting; as such, Bidders should dial in five (5) minutes prior to the start of the call.

PRE-BID MEETING TIME: 2:00 PM
PRE- BID MEETING DATE: January 7, 2016
DIAL IN: 1-888-714-6484
PASSCODE: 992663
PRE- BID LOCATION: JEA CUSTOMER CENTER, BID OFFICE, 1ST FLOOR, ROOM 002, 21 W. CHURCH STREET, JACKSONVILLE, FL 32202

IT IS RECOMMENDED THAT BIDDERS ARRIVE TO THE PRE-BID MEETING FIFTEEN (15) MINUTES EARLY.

1.1.5. OPENING OF BIDS

All Bids shall be publicly opened, read aloud and recorded at 2:00 PM on January 26, 2016 at the JEA Bid Office, 21 W. Church Street, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202.

At the opening of Bids, a JEA Representative will publicly open and announce each Bid that was received on time from a qualified Bidder. Bids that have been properly withdrawn will not be opened. JEA has the right to waive any irregularities or informalities in the Bid Document.

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION

The Bidder shall have the following Minimum Qualifications to be considered eligible to submit a Bid in response to this Solicitation. **A Minimum Qualification Form is required to be submitted with the Bid Form. This Form is provided in Appendix B of this Solicitation.**

It is the responsibility of the Bidder to ensure and certify that it meets the minimum qualifications stated below. A Bidder not meeting all of the following criteria will not have its Bid considered for Award:

- Bidder must have completed at least two (2) Industrial Commercial Roofing Installation and/or Repair contracts. Each of the two (2) contracts must be under the Bidder's current corporate name, and each must be valued at $100,000.00 or greater per year, during any of the last five (5) years ending November 30, 2015.
    - Note- The Bidder may aggregate multiple purchase orders or projects performed for a single customer to meet the required value of similar contract.

- Bidder must have a current State of Florida Certified Roofing License. Please provide evidence of this license by submitting and entering the License number on the Bid Form.

- Bidder must have a current State of Florida Builders' License. Please provide evidence of this license by submitting and entering the License number on the Bid Form.

- Bidder must be a Johns Manville, Siplast, or Soprema certified installer and repairer at the time of Bid submission. JEA will independently verify.

Please note, any Bidder whose contract with JEA was terminated for default within the last two (2) years shall not be determined to be a responsible Bidder and their Bid will be rejected.

1.2.2. EVALUATION METHODOLOGY

1.2.2.1. BASIS OF AWARD - LOWEST BID

JEA will Award this Contract to the responsive and responsible Bidder whose Bid meets or exceeds the minimum qualifications set forth in this Solicitation and the Bidder's price represents the lowest cost to JEA.

1.2.2.2. COMPETITIVE SEALED BIDDING (INVITATION FOR BIDS)

The Bidder shall submit its sealed Bid in response to this Solicitation no later than the Bid due date and time indicated herein. At the public opening of the Bids, the Bids from all Bidders will

be publicly announced. After the public opening, JEA will subsequently review Bids to determine if they meet the minimum qualifications as stated in this Solicitation. JEA will Award the Contract to the lowest responsive and responsible Bidder whose Bid meets or exceeds the minimum qualifications, and whose Bid Price represents the lowest cost to JEA.

NO EXCEPTIONS ARE ALLOWED IN AN INVITATION TO BID. IF THE BIDDER OBJECTS IN ANY MANNER TO THE TERMS AND CONDITIONS OR TECHNICAL SPECIFICATIONS, THE OBJECTION MUST BE ADDRESSED IN WRITING FIVE (5) BUSINESS DAYS PRIOR TO THE BID OPENING DATE, AND THE OBJECTION MAY BE ADDRESSED IN AN ADDENDUM IF JEA BELIEVES THAT A CLARIFICATION OR CHANGE IS NECESSARY. ANY MODIFICATIONS, EXCEPTIONS OR OBJECTIONS STATED WITHIN THE BID DOCUMENT SHALL SUBJECT THE BID TO BE REJECTED.

1.2.3. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award one Contract(s) for the Work. JEA reserves the right to Award more than one (1) Contract based on certain groupings of the Work items, or JEA may exclude certain Work items, if JEA determines that it is in its best interest to do so.

1.2.4. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS

1.2.4.1. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) GOAL (IFB)

The specific JSEB participation goal for the Scope of work described in this Solicitation is: FIVE (5%). This percentage is the percentage of the Bidder's total bid price that must be awarded or subcontracted to JSEB firms. Failure to fully comply with the JSEB requirements stated herein may disqualify the Bid.

Bidders are required to complete and submit with their Bid the JSEB form which can be found at www.jea.com. Bidders must specify on the JSEB form how they intend to comply with the JSEB goal stated herein. Bidders that do not submit a JSEB form with their Bid may have their Bids rejected, unless they are exempted under the good faith exception described below.

In no case shall the Bidder make changes to the JSEB firms listed in its Bid, revise the JSEB Scope of work or amount of Work as stated in its Bid without prior written notice to the JEA Contract Administrator, and without subsequent receipt of written approval from the JEA Contract Administrator.

JSEB firms that qualify for this Contract are those shown on the current City of Jacksonville JSEB directory appearing at www.COJ.net. Certification of JSEB firms must come for the City of Jacksonville. No other agency or organization is recognized for purposes of this Contract.

If the Bid does not comply with the JSEB requirements established in this Solicitation, the Bidder must submit documentation as part of its Bid describing in detail its good faith efforts to comply with the JSEB requirements of the Solicitation. This documentation shall include at a minimum the following items:

A written and signed statement describing the level of effort for each of the requirements listed below. Include dates times, people whom the Bidder contacted and phone numbers to enable JEA to confirm good faith efforts.

Copies of written solicitations of participation the Bidder sent to qualified JSEB firms, showing adequate response time was provided, defining the scope and nature of the work Bidder is asked to perform, Bidder contact information for questions and follow-up, and an offer to meet to review plans, specifications and scope.

A statement of the Bidder's efforts to negotiate a suitable agreement with JSEB firms including call logs showing participants, dates, times, topics discussed, and open issues.

A statement of the Bidder's efforts to help qualified firms that may require assistance in obtaining bonding, insurance, financing, technical support, procedural information, or other items necessary to compete for and perform the Work.

For each offer received from a qualified JSEB firm but rejected by Bidder, a statement explaining why such offer was not made part of the Bid.

For each qualified JSEB firm contacted but considered unqualified by the Bidder to perform a portion of the Work, a statement of the reasons Bidder considered firm to be unqualified.

The Bidder shall contact the JEA JSEB Office for assistance when all independent attempts (emails, phone calls, faxes and letters) to contact qualified JSEB firms have failed, and shall do so in adequate time for JSEB firms to be identified and to allow JSEB firms adequate time in which to respond. Failure by the Bidder to contact the JEA JSEB Office as required herein will be considered when determining if the Bidder has made a good faith effort.

The Bidder understands and agrees that receipt of a lower bid from a non-JSEB qualified firm, will not in and of itself, be sufficient reason to justify failing to meet the JSEB requirements of the Solicitation.

The determination as to whether the Bidder made a good faith effort in trying to achieve the JSEB requirements of this Solicitation will be made solely by JEA and prior to Award.

All questions and correspondence concerning the JSEB program should be addressed to the following contact:

G. Nadine Carswell
JSEB Manager
21 W. Church Street, CC-6
Jacksonville, FL 32202
(904) 665-6257
carsgs@jea.com

1.2.5. SAFETY QUALIFICATION REQUIREMENTS (IFB)

Bidder shall be approved as JEA Safety Qualified within ten (10) business days of receiving written notice from the JEA Bid Office that it is the lowest responsive and responsible Bidder. If the Bidder fails to obtain JEA approval as a JEA Safety Qualified Company by 4:00 p.m. Eastern Time on the 10th business day, JEA will reject the Bidder's Bid, and proceed to Award to the next lowest responsive and responsible Bidder.

JEA Safety Qualification information is available online at jea.com. Please note that it may take up to five (5) business days for a Bidder to be approved as JEA Safety Qualified. It is the Bidder's responsibility to ensure it is JEA Safety Qualified. A list of currently Safety Qualified vendors can be found on jea.com. For additional information, contact Jerry Fulop at (904) 665-5810.

1.2.6. TIME

In computing any period of time prescribed or allowed by this solicitation, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or JEA holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or JEA holiday.

1.2.7. REQUIRED FORMS TO SUBMIT WITH BID

To submit a Bid in response to this Solicitation, all of the forms listed below must be completed and submitted as part of the Bid. The Bidder must obtain the required forms, other than the Bid Form, the Bid Workbook and the Minimum Qualification Form which are attached, by downloading them from JEA.com. If the Bidder fails to complete or fails to submit one or more of the required forms, the Bid shall be rejected.
The following forms are required to be submitted at the time of Bid:

- Bid Bond
- Bid Form (including acknowledgements of all addenda) - This form can be found in Appendix B

- Bid Workbook - This form can be found in Appendix B
- Minimum Qualifications Form - This form can be found in Appendix B
- List of JSEB Certified Firms
- Construction and Demolition Debris Disposal (if applicable)
- List of Subcontractors/Shop Fabricators (if any)
- State of Florida license number(s)

If the above listed forms are not submitted with the Bid by the Bid Due Time on the Bid Due Date, JEA shall reject the Bid.

JEA also requests the following documents to be submitted prior to execution of Contract. A Bid shall not be rejected if these forms are not submitted at the Bid Due Time and Date. However, failure to submit these documents at the time of Contract execution could result in Bid rejection.

- Conflict of Interest Certificate Form
- Insurance Certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- Any technical submittals as required by the Technical Specifications.

1.2.8. BID SECURITY/BID BOND

All Bids shall be accompanied by a bid security in the amount stated on the Bid Form. The bid security must be furnished by the Bidder at or before the opening of Bids. The bid security shall either be issued by a surety company authorized to do business in the State of Florida, or Bidder shall furnish a certified check or cashier's check in the amount of five percent FIVE (5%) of the total Bid Amount shown on the Bid Form. The JEA Bid Bond form can be found at jea.com. Failure to furnish the required bid security will disqualify the Bid. If the Bidder is Awarded the Work and fails to execute the Contract within ten (10) days of postmarked date on the Contract Documents, JEA shall retain the Bid Bond or check as liquidated damages.

1.2.9. PAYMENT AND PERFORMANCE BOND REQUIREMENTS

Once the Bidder is Awarded the Contract and upon receipt of the Contract Documents, the Bidder shall furnish a Payment and Performance Bond, or alternate form of security, in the amount indicated on the Bid Form, made out to JEA in forms and formats approved and provided by JEA, as security for the faithful performance of the Work or Services. No modifications to the JEA bond forms are allowed.

A fully executed Payment and Performance Bond must be recorded with the Clerk of Duval County Court and delivered to JEA before the JEA Purchase Order will be issued. JEA will send the approved bond forms to the Bidder for execution along with the Contract; however, in no

case shall the date on the bond forms be prior to that of the executed Contract. The surety must be authorized and licensed to transact business in Florida. **Note, that the Bidder is responsible for the costs associated with the required Payment and Performance Bonds; therefore, the costs should be included in the Bidders' total Bid Price.** If the Bidder fails or refuses to furnish or record the required bonds, JEA will retain the Bidder's bid bond as liquidated damages.

To be acceptable to JEA as surety for Performance and Payment Bonds, a surety company shall comply with the following provisions:

- The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Codes.
- The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
- If the Contract Award Amount exceeds $500,000, the Surety Company shall also comply with the following provisions:

The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.
POLICY HOLDER'S CONTRACT AMOUNT AND REQUIRED FINANCIAL RATING
$500,000 TO 1,000,000: A-CLASS IV
$1,000,000 TO 2,500,000: A-CLASS V
$2,500,000 TO 5,000,000: A-CLASS VI
$5,000,000 TO 10,000,000: A-CLASS VII
$10,000,000 TO 25,000,000: A- CLASS VIII
$25,000,000 TO 50,000,000: A- CLASS IX
$50,000,000 TO 75,000,000: A- CLASS X

The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance, to conduct business in this state has been met.

In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

1.3. GENERAL INSTRUCTIONS

1.3.1. ADDENDA

JEA may issue Addenda prior to the Bid opening date to revise, in whole or in part, or clarify the intent or requirements of the Solicitation. The Bidder shall be responsible for ensuring it has received all Addenda prior to submitting its Bid and shall acknowledge receipt of all Addenda by indicating where requested on the Bid Form. JEA will post all Addenda when issued online at jea.com. Bidders must obtain Addenda from the JEA website. All Addenda will become part of the Solicitation and any resulting Contract Documents. It is the responsibility of each Bidder to ensure it has received and incorporated all Addenda into its Bid. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Bid.

1.3.2. COMPLETING THE BID DOCUMENTS

Bidders shall complete and submit all Bid Documents with responses typewritten or written in ink. ALL BIDS SUBMITTED LATE TO THE JEA BID OFFICE WILL BE REJECTED.

If a Unit is marked "optional" on the bid form, the Bidder may insert the words "No Bid" in the space provided if the Bidder does not choose to submit a price for that item. Failure to complete each blank with either a price or the words "No Bid" may disqualify the Bid. The Bidder may bid "$0" on an item Unit Price if the Bidder chooses to perform the work at no cost to JEA and the Bidder will be obligated to perform the work at no cost to JEA for the term of the Contract.

The Bidder, or its authorized agent or officer, shall sign the Bid Documents. Failure to sign the Bid Documents may disqualify the Bid. JEA-approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Bid. Failure to authenticate changes may disqualify the Bid. JEA may disqualify any Bids that deviate from the requirements of this Solicitation, and those that include unapproved exceptions, amendments, or erasures.

1.3.3. SUBMITTING THE BID DOCUMENTS

The Bidder shall submit one original set of Bid Documents and two duplicates of the original Bid Documents. It is encouraged that all submitters include an electronic version with their hardcopy submittal.

JEA will not accept Bid Document files transmitted via email. If electronic copies of the Bid Form are submitted, they must be submitted on CD with the hardcopies of the Bid.

1.3.4. CALCULATION OF THE BID PRICE

JEA will use the Bidder's total price stated on the Bid Form when making price comparisons for Award purposes.

1.3.5. CONTRACT EXECUTION AND START OF WORK

Within thirty (30) days from the date of Award, JEA will present the successful Company with the Contract Documents. Unless expressly waived by JEA, the successful Company shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Bidder fails to execute the Contract or associated documents as required, or if it fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the Award with no further liability to the Company, retain the bid security or bond (if applicable), and Award to the next-ranked Company.

Upon JEA's receipt of the executed Contract, certificate of insurance, and recorded Payment and Performance bonds (if applicable), JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Proposal or Bid and authorization for the Company to proceed with the Work, unless otherwise stated in the Contract or PO.

1.3.6. EX PARTE COMMUNICATION

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between a firm submitting a Bid and a JEA representative during the time in which the Solicitation is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of Solicitation in which a Bidder becomes privy to information not available to the other Bidders. Social contact between Bidders and JEA representatives should be kept to an absolute minimum during the solicitation process.

Failure to adhere to this policy will disqualify the noncompliant Company's Bid. Any questions or clarifications concerning a Solicitation must be sent in writing via email to the JEA Buyer at least five (5) business days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Bidders.

For more information on Ex Parte communications, see JEA Procurement Code, Article 1-110, which is available at www.jea.com.

1.3.7. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.3.8. PROHIBITION AGAINST CONTINGENT FEES

The Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Bidder, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. If a breach or violation of these provisions occurs, JEA shall have the right to terminate the Contract without liability, and at its discretion deduct from the Contract Price the costs associated with the termination, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.3.9. RESERVATIONS OF RIGHTS TO JEA

The Solicitation provides potential Bidders with information to enable them to submit written offers. The Solicitation is not a contractual offer or commitment by JEA to purchase products or services.

Bids shall be good for a period of ninety (90) days following the opening of the Bids.

JEA reserves the right to reject any or all Bids, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Bids that it deems incomplete, obscure or irregular including, but not limited to, Bids that omit a price on any one or more items for which prices are required, Bids that omit Unit Prices if Unit Prices are required, Bids for which JEA determines that the Bid is unbalanced, Bids that offer equal items when the option to do so has not been stated, Bids that fail to include a Bid Bond, where one is required, and Bids from Bidders who have previously failed to satisfactorily complete JEA Contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

JEA reserves the right to cancel, postpone, modify, reissue and amend this Solicitation at its discretion.

JEA reserves the right to cancel or change the date and time announced for opening of Bids at any time prior to the time announced for the opening of Bids. JEA may Award the Contract in whole or in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom Solicitations were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.3.10. ETHICS (IFB)

By signing the Bid Document, the Bidder certifies this Bid is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Bid for the same Work other than as a Subcontractor or supplier, and that this Bid is made

without outside control, collusion, fraud, or other illegal or unethical actions. The Bidder shall comply with all JEA and City of Jacksonville ordinances, policies and procedures regarding business ethics.

The Bidder shall submit only one Bid in response to this Solicitation. If JEA has reasonable cause to believe the Bidder has submitted more than one Bid for the same Work, other than as a Subcontractor or sub-supplier, JEA shall disqualify the Bid and may pursue debarment actions.

The Bidder shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Bid by completing and submitting the Conflict of Interest Certificate Form available at www.jea.com. Failure to fully complete and submit the Conflict of Interest Certificate may disqualify the Bid. If JEA has reason to believe that collusion exists among the Bidders, JEA shall reject any and all Bids from the suspected Bidders and will proceed to debar Bidder from future JEA Awards in accordance with the JEA Purchasing Code.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees, or in which a JEA officer or employee has a financial interest. JEA shall reject any and all Bids from JEA officers or employees, as well as, any and all Bids in which a JEA officer or employee has a financial interest.

JEA shall reject Bids from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Bidder listed on the Convicted Vendor list for any transaction exceeding $35,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

If the Bidder violates any requirement of this Section 1.3.10, the Bid may be rejected and JEA may debar offending companies and persons.

1.3.11. MATHEMATICAL ERRORS

In the event of a mathematical error in calculating the prices entered on the Bid Form or in the addition or subtraction of a total for any Bid Price, the Unit Prices will prevail. The corrected Bid Price utilizing the Unit Prices will be used to determine if the Company is Awarded the Work. Subsequently, the Unit Prices will be used throughout the term of the Contract.

1.3.12. MODIFICATION OR WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its Bid at any time prior to the Bid Due Date and Time by giving written notice to JEA's Chief Procurement Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Bid Due Date

and Time. The Bidder shall not modify or withdraw its Bid from time of Bid opening and for a period of ninety (90) days following the opening of Bids.

1.3.13. AVAILABILITY OF BIDS AFTER BID OPENING

In accordance with the Florida Public Records Law, Florida Statute Section 119, copies of all Bids are available for public inspection thirty (30) days after the opening of Bids or on the date of Award announcement, whichever is earlier. Bidders may review opened Bids once they are available for public inspection by contacting the designated Buyer or JEA Public Records custodian whose contact information can be found at jea.com. JEA will post a summary of Bid opening results on jea.com.

1.3.14. PROTEST OF BIDDING AND AWARD PROCESS

Bidders shall file any protests regarding this Solicitation in writing, in accordance with the JEA Purchasing Code, as amended from time to time. The JEA Purchasing Code is available online at jea.com.

1.3.15. SHIPPING, FREIGHT, AND TRAVEL--F.O.B. DESTINATION

The Bidder shall include the price for travel, shipment of materials and equipment in its pricing shown on the Bid Document unless otherwise stated on the Bid Document.

1.3.16. SUBCONTRACTORS

The Bidder shall list the names of all Subcontractors and sub-suppliers/shop fabricators that it plans to utilize for the performance of the Work. The Subcontractors shall be listed on the Subcontractors Form which is available at jea.com. Failure to submit this form with the Bid shall result in the rejection of Company's Bid. The Company shall not use Subcontractors and sub-suppliers/shop fabricators other than those shown on the Subcontractor form unless it shows good cause and obtains the JEA Representative's prior written consent. In cases where the Subcontractor or sub-supplier/shop fabricator is a JSEB firm, the City of Jacksonville Ombudsman will review the substitution request, and make a written recommendation prior to the JEA Representative's written consent.

If the Bidder plans to use Subcontractors or sub-supplier/shop fabricators to perform over fifty percent (50%) of the Work, the Bidder shall obtain JEA's approval at least five (5) days prior to the Bid Due Date. Failure to obtain JEA approval will disqualify the Bidder and result in rejection of Bidder's Bid.

1.3.17. CERTIFICATION AND REPRESENTATIONS OF THE BIDDER

By signing and submitting a Bid, the Bidder certifies and represents as follows:

A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of this Solicitation prior to

submitting its Bid. Where the Bidder visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Bidder shall comply with all safety requirements described in the Solicitation and shall be prepared to show proof of a minimum of $1 million of general liability insurance.

B. That every aspect of its submitted Bid, including the Bid Price and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

C. That the individual signing the Bid Document is a duly authorized agent or officer of the Bidder's Company. Bids submitted by a corporation must be executed in the corporate name by the President or Vice President whose title must appear under the signature. If an individual other than the President or Vice President signs the bid, satisfactory evidence of the individual's signatory authority may be requested by JEA. If the bid is submitted by a partnership, the bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the bid, satisfactory evidence of the individual's signatory authority may be requested by JEA. Additionally, the corporation or partnership must be in active status at the Florida Division of Corporations at the time of contract execution.

D. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary to perform the Work. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify JEA of status change.

E. That Bidder has read, understands and will comply with the Section titled Ethics of this Solicitation

1.3.19. PUBLIC RECORDS AND SUNSHINE LAW

General.

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provide a broad definition of public records. JEA is a body politic and corporate and subject to these laws and related statutes ("Florida's Public Records

Laws"). All responses to this Solicitation are public records and available for public inspection unless specifically exempt by law.

Redacted Submissions.
If a Bidder/Proposer believes that any portion of the documents, data or records submitted in response to this Solicitation are exempt from Florida's Public Records Law, Bidder/Proposer must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its response (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this Solicitation and Bidder's name, and shall be clearly titled "Redacted Copy." Bidder/Proposer should only redact those portions of records that Bidder/Proposer claims are specifically exempt from disclosure under Florida's Public Records Laws. If Bidder/Proposer fails to submit a redacted copy of information it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for such information.

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Bidder/Proposer that such an assertion has been made. It is Bidder's/Proposer's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Bidder's/Proposer's redacted information under legal process, JEA shall give Bidder/Proposer prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Bidder/Proposer shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

By submitting a response to this Solicitation, Bidder/Proposer agrees to protect, defend and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from or relating to Bidder's/Proposer's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT DOCUMENT AND TERMS AND CONDITIONS
Provided below are the Contract terms and conditions that will be incorporated by reference in the Contract Document executed by the Company and JEA. The Contract Document will incorporate by reference the terms contained in the Solicitation portion of this document

provided in Section 1, the Contract Terms provided in Section 2; and the Technical Specifications provided in Section 3.

2.2. DEFINITIONS

2.2.1. DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of the Solicitation and Contract Documents. Where intended to convey the meaning consistent with that set forth in its Definitions contained herein, a defined word or term is marked by capitalization. The "Technical Specifications" portion of this document may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in the Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

2.2.2. ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified for a given service or repair has been completed to JEA's satisfaction. If Company does not receive a written notice within sixty (60) days from completion of the service, the service will be deemed Accepted. Approval or recognition of the Company meeting a milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance is only applicable to the entirety of a service or repair as specified in the Contract. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.2.3. ADDENDUM/ADDENDA

A written change or changes to the Solicitation which is issued by JEA Procurement Services and is incorporated into the Solicitation as a modification, revision and/or further clarification of the intent of the Solicitation.

2.2.4. ANNIVERSARY DATE

The twelve (12) month period beginning on the date of the effective date of the Contract and each subsequent twelve (12) month period that the Contract is in effect.

2.2.5. AWARD

The written approval of the JEA Awards Committee that the procurement process for the purchase of the Work was in accordance with the JEA Procurement Code and Florida Statutes. Once an Award is approved, JEA will either issue a Purchase Order or execute a Contract with the successful Bidder.

2.2.6. BID DOCUMENT

The forms required to be submitted to JEA as the Company's offer to perform the Work or Services described herein. The Bid Document can include, but is not limited to, the Bid Form,

Minimum Qualifications Form, certifications and/or other required submittals. The Bid Document may also be referred to as the "Bid Form".

2.2.7. BID
The document describing the Bidder's offer submitted in response to this Solicitation. Bid and Proposal shall be considered synonymous for the purpose of this Contract.

2.2.8. BID PRICE
The total dollar amount of the Bidder's offer including, but not limited to, all labor, materials, overheads, profits, bonding and insurance premiums, other expenses, and any and all other cost items incurred by the Bidder in successfully performing the Work or Services in accordance with the Contract Documents.

2.2.9. BIDDER
The respondent to this Solicitation.

2.2.10. CONTRACT AMENDMENT/CHANGE ORDER
A written document issued after execution of the Contract to the Company signed by JEA and the Company, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Contract Amendments/Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is stated on the associated Purchase Order(s). An executed Contract Amendment/Change Order resolves all issues related to price and time for the Work included in the Contract Amendment/Change Order.

2.2.11. COMPANY
The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Prime Contractor, Contractor, Vendor, Supplier and Company shall be considered synonymous for the purpose of the Contract.

2.2.12. COMPANY REPRESENTATIVE
The individual responsible for representing the Company in all activities concerning the fulfillment and administration of the Contract.

2.2.13. COMPANY SUPERVISOR
The individual, employed or contracted by the Company, to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Company Supervisor may be authorized by the Company Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Contract Administrator and shall clearly state the limitations of any such authorization. In the event that the Company Supervisor and the

Company Representative is the same person, the Company shall notify the Contract Administrator of such situation.

2.2.14. CONTRACT ADMINISTRATOR

The individual assigned by JEA to have authority over the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

2.2.15. CONTRACT DOCUMENTS

Contract Documents, also referred to as the "Contract" or "Agreement" means the executed Contract Document and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract. The Contract Documents shall not be changed without an executed Contract Amendment or Change Order.

2.2.16. CONTRACT PRICE

The total amount payable to the Company under the Contract, as set forth in the Contract Documents. The Contract Price may also be referred to as the Maximum Indebtedness.

2.2.17. DEFECT

Work that fails to meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

2.2.18. ENVIRONMENTAL REGULATIONS

All laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Work Location is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over JEA, the Work Location, or the use of the Work Location, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials (as defined in this Contract) into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

2.2.19. HAZARDOUS MATERIALS

Any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. '9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. '6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. '2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Licensed Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Licensed Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Licensed Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Licensed Property or adjacent property; or (C) which, if it emanated or migrated from the Licensed Property, could constitute a trespass.

2.2.20. HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

2.2.21. INVOICE

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

2.2.22. JEA

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power and Light Company (FPL). JEA and FPL are co-owners of SJRPP.

2.2.23. JEA REPRESENTATIVES

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

2.2.24. PURCHASE ORDER (PO)
A Work authorization document issued by the JEA Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front of the document, a description of the Work or a listing of the applicable Contract Documents, an authorized JEA signature, and states the dollar amount of the lawfully appropriated funds. The Purchase Order is the only document that authorizes changes to the total dollar amount of the Contract.

2.2.25. SOLICITATION
The document (which may be electronic) issued by the JEA Procurement Department to solicit Bids or Proposals that includes, but is not limited to, the Bid Document, samples of documents and Addenda.

2.2.26. SUBCONTRACTOR
A provider of services performing Work under contract for the Company.

2.2.27. TERM
The period of time during which the Contract is in force or until the Contract's Maximum Indebtedness is reached, whichever occurs first.

2.2.28. UNIT PRICES
The Bidder's charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work as defined on the Bid Documents for all items required for successfully performing the Work.

2.2.29. WORK LOCATION (DEFINITION)
The place or places where the Work is performed, excluding the properties of the Company and/or the Subcontractor(s).

2.2.30. WORK OR SCOPE OF SERVICES
Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

2.3. CONTRACT DOCUMENTS

2.3.1. ORDER OF PRECEDENCE

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Solicitation including, but not limited to, the executed Bid Document(s), which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall inform JEA in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work performed is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Change Orders / Amendments
- Executed Contract Document
- Supplemental Conditions of Contract
- General Conditions of Contract
- Purchase Order
- Drawings
- Exhibits and Attachments
- Technical Specifications
- Addenda to JEA Solicitation
- JEA Solicitation
- Bid Documents
- References

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

2.4. PRICE AND PAYMENTS

2.4.1. PAYMENTS

2.4.1.1. PAYMENT METHOD – O&M

Company shall invoice JEA upon successful completion of an individual service.

For reoccurring services, Company shall submit a separate invoice to JEA on a monthly basis. JEA shall remit payment once it has verified the Company has successfully completed the repairs or services.

JEA may elect to make a partial payment or no payment if JEA determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the Work being invoiced is not in accordance with the Contract Documents.

2.4.2. PRICE ADJUSTMENT – FIXED FIRST THREE YEARS, ANNUAL THEREAFTER

Contract prices for the Work will remain firm through the first three (3) years of the Contract. Thereafter, the Company may request a Consumer Price Index (CPI) adjustment annually. Each annual request for a CPI increase must be made within thirty (30) days prior to the Anniversary Date of the Contract. If Company fails to submit a timely CPI adjustment request, the Company may be denied the adjustment for the upcoming Contract year.

When a timely CPI request is received, JEA will recognize the CPI price adjustment within thirty (30) days after the Anniversary Date. No retroactive price adjustments will be allowed.

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted percent change for the previous 12 months of the Company's written CPI adjustment request is received by JEA.

In the event the applicable price index publication ceases, the Company and JEA shall mutually agree on a replacement index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate effective on the next Anniversary Date.

2.4.3. INVOICING AND PAYMENT TERMS

The Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address:

JEA Accounts Payable
P.O. Box 4910
Jacksonville, FL 32201-4310

JEA will pay the Company the amount requested within thirty (30) calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

If JEA rejects an Invoice, JEA will return the Invoice to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice, JEA will pay the Company the revised amount within ten (10) days.

JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within ten (10) days of determination or written notice.

2.4.4. DISCOUNT PRICING

JEA offers any or all of the following option payment terms, one of which may be executed at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

1% 20, net 30
2% 10, net 30
3% 5, net 30

Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until acceptance by JEA in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by JEA's Accounts Payable.

2.4.5. COST SAVINGS PLAN

During the term of this Contract, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Work provided by the Company. JEA and Company may negotiate Amendments to this Contract that support and allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings plan shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a Cost Savings Plan.

2.4.6. OFFSETS

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

2.4.7. TAXES

JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

2.4.8. JSEB COMPLIANCE

2.4.8.1. COMPLIANCE WITH JSEB REQUIREMENTS

The Company shall achieve the JSEB participation requirements as set forth in the Solicitation, except as allowed under the good faith efforts exception as defined in the City of Jacksonville Ordinance. In no case shall the Company make changes to the JSEB firms listed in its Bid, revise the JSEB scope of Work or amount of Work as stated in its Bid without prior written notice to the Contract Administrator, and without subsequent receipt of written approval from the Contract Administrator.

The City of Jacksonville requirements as outlined in the City of Jacksonville Ordinance relating to JSEBs shall apply in their entirety to this Contract. Where the City of Jacksonville ordinance refers to "Chief", it shall be construed to mean, for purposes of this Contract, JEA's Chief Purchasing Officer. In a like manner, where it refers to "City", or "City of Jacksonville", it shall be construed to mean JEA.

Use of brokering, as defined in the City of Jacksonville Ordinance, or other techniques that do not provide a commercially useful function are strictly prohibited as means of achieving the JSEB requirements of the Contract. Only the amount of fees or commissions charged by a JSEB for providing a bona fide service such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract shall be counted towards a JSEB participation requirement, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

Payment terms for participating JSEB firms shall be the same or better than the payment terms the Company receives from JEA, except that in all cases JSEB firms shall be allowed to submit invoices to the Company at least bimonthly, and the Company shall pay proper invoices no later than 3 days after its receipt of JEA payment. The Company shall obtain written approval from the Contract Administrator prior to withholding any payment from JSEB firm.

If the Company uses a JSEB qualified firm for the performance of any part of this Work, the Company shall submit to JEA, with its Invoice, a listing of JSEB qualified firms that have participated in the Work. Such listing shall be made using the form "Monthly Report for COJ/JEA JSEB Participation" available at www.jea.com

The Company agrees to let JEA audit its financial and operating records with one day of notice, and during normal business hours, at its corporate offices for the purpose of determining compliance with all JSEB requirements of the Contract Documents.

If the Company violates any provision regarding JSEB, including, but not limited to, program intent, the Proposer/Bidder shall be subject to any or all of the following, plus any other remedies available to JEA under law:

- Terminate the Contract for breach
- Suspend the Company from bidding any JEA projects as follows:
- First offense: six months
- Second offense: one year
- Third offense: three years
- Revoke Proposer/Bidder's JSEB certification if the Company itself is certified as a JSEB.

2.4.8.2. JSEB - INVOICING AND PAYMENT

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the Company shall Invoice for and report the use of JSEB certified firms according to the format and guidelines established by the City of Jacksonville.

2.4.9. PROMPT PAYMENT TO SUBCONTRACTORS, SUB-SUBCONTRACTORS AND SUPPLIERS

When the Company receives payment from JEA for labor, services or materials furnished by Subcontractors and suppliers that are hired by the Company, the Company shall remit payment due (less proper retainage) to those Subcontractors and suppliers within 10 days after the Company's receipt of payment from JEA. Nothing herein shall prohibit the Company from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its Subcontractors and suppliers. In the event of such dispute, the Company may withhold the disputed portion of any such payment only after the Company has provided written notice to JEA and to the Subcontractor and supplier whose payment is in dispute, stating the amount in dispute and specifically describing the actions required to cure the dispute. The Company shall deliver such notice to JEA and to the said Subcontractor or supplier within 10 days following the Company's receipt of payment from JEA. The Company shall pay all undisputed amounts due within the time frames specified herein.

The prompt payment requirements herein shall, in no way, create any contractual relationship or obligation between JEA and any Subcontractor, supplier, JSEB, or any third-party, nor create any JEA liability for the Company's failure to make timely payments as required. The Company's failure to comply with the prompt payment requirements, however, shall constitute a material breach of its contractual obligations to JEA. As a result of such breach, JEA, without waiving

any other available remedy it may have against the Company, may issue joint checks and charge the Company a 0.2% daily late payment interest charge or charges as specified within the Florida Statutes, whichever is greater.

2.4.10. WORK SCHEDULES

The Approved Schedule is referenced in the Technical Specifications attached to this Solicitation. If no schedule is provided, then the established schedule is based on working five (5) days per week, single shift, eight (8) hours per day or four (4) days per week, single shift, ten (10) hours per day. JEA may require the Company to base its schedule on an accelerated Work schedule or multiple shifts. The Company shall not schedule work on Holidays without obtaining prior written approval from JEA.

2.4.11. LABOR, EQUIPMENT, AND MATERIAL (L.E.M) UNIT PRICE

JEA may, during the course of the Contract, assign additional Work or Services for which Unit Prices were not included in the original Bid Form or Bid Workbook. If such an instance arises, the Company will submit a Unit Price L.E.M. bid for those units for JEA to review. Upon acceptance by JEA, the agreed upon prices(s) will become a L.E.M. Unit Price will be utilized in the Contract in the specification for its duration. Note, L.E.M. Unit Prices shall only be considered for Work or Services that are similar in scope covered by the Contract

2.5. WARRANTIES AND REPRESENTATIONS

2.5.1. WARRANTY (MAINTENANCE AND REPAIRS)

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the acts required of it hereunder, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound

The Company unconditionally warrants to JEA for a period of not less than TWO (2) years from the date of JEA's Acceptance or JEA's payment for the Work, whichever occurs earlier, that the Work furnished under the Contract, including but not limited to, materials, equipment, goods, workmanship, labor, services, and intellectual property, including derivative works shall be:

- Performed in a safe, professional and workman-like manner; and
- Free from Defects in design, material, and workmanship; and
- Fit for the use and purpose specified or referred to in the Contract; and
- Suitable for any other use or purpose as represented in writing by the Company; and
- In conformance with the Contract Documents; and
- Merchantable, new and of first-class quality.

The Company warrants that the Work shall conform to all applicable standards and regulations promulgated by Federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards.

Labor/Services:

At JEA's option, if the Company performs labor/services that fail to conform to the above mentioned warranties, JEA may correct the Defect at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time upon notice by JEA, or JEA may require the Company to correct the Work at its own cost. If Company fails to make the appropriate corrections within a reasonable time upon notice by JEA, JEA reserves the right to terminate the Contract for Default without providing Company a notice to cure.

Materials, Supplies or Goods:

If, within the warranty period, JEA determines that any of the materials, supplies or goods are defective or exhibit signs of excess deterioration, the Company, at its own expense, shall repair, adjust, or replace the defective Work to the complete satisfaction of JEA. The Company shall pay all costs of removal, transportation, reinstallation, repair, and all other associated costs incurred in connection with correcting such Defects in the Work. The Company shall correct any Defects only at times designated by JEA. The Company shall extend the warranty period an additional twelve (12) months for any portion of the Work that has undergone warranty repair or replacement, but in no case shall the maximum warranty be extended beyond thirty-six (36) months. If Company fails to make the appropriate corrections within a reasonable time upon notice by JEA, JEA reserves the right to terminate the Contract for Default without providing Company a notice to cure.

If Work includes items covered under a manufacturer's or Subcontractor's warranty that exceeds the requirements stated herein, Company shall transfer such warranty to JEA. Such warranties, do not in any way limit the warranty provided by the Company to JEA.

Upon successful completion of re-roof projects, and after all post installation procedures have been completed, the Contractor shall furnish JEA with the Johns Manville, Siplast, or Soprema twenty (20) year roofing material warranty and thirty (30) year warranty on architectural shingles.

JEA may repair or replace any defective Work at the Company's expense when the Company fails to correct the Defect within a reasonable time of receiving written notification of the Defect by JEA, when the Company is unable to respond in an emergency situation, or when necessary to prevent JEA from substantial financial loss. Where JEA makes repairs or replaces defective

Work, JEA will issue the Company a written accounting and invoice of all such work to correct Defects.

Where spare parts may be needed, Company warrants that spare parts will be available to JEA for purchase for at least seventy-five percent (75%) of the stated useful life of the product.

The Company's warranty excludes remedy for damage or Defect caused by abuse, improper or insufficient maintenance, improper operation, or wear and tear under normal usage.

2.6. INSURANCE, INDEMNITY AND RISK OF LOSS

2.6.1. INSURANCE

INSURANCE REQUIREMENTS
Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

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

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

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

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

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

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

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

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

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Bidders for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

2.6.2. INDEMNIFICATION

2.6.2.1. ENVIRONMENTAL INDEMNIFICATION

The Company shall hold harmless and indemnify JEA, including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Company's or other Parties' activities,

(b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Company or any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Company or any Party. JEA will be entitled to control any remedial action, any proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

2.6.2.2 INDEMNIFICATION

For ten dollars ($10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

2.6.3. TITLE AND RISK OF LOSS

Ownership, risks of damage to or loss of the Work shall pass to JEA upon Acceptance. The Company shall assume all risk of loss or damage to the Work while items are in transit and/or in the Company's custody until such time that JEA issues written notice of Acceptance.

JEA's receipt or delivery of any equipment or other materials will not constitute JEA's Acceptance of the Work and will not constitute a waiver by JEA of any right, claim or remedy. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage until Acceptance by JEA.

For equipment and materials removed from JEA sites or the Work locations for repairs, service or duplication, JEA will retain the title to equipment and materials removed.

2.7. PAYMENT AND PERFORMANCE BONDS

2.7.1. BOND AMOUNT

The Company shall furnish a Payment Bond and Performance Bond in the amount of indicated on the Bid Form, made out to JEA in forms and formats approved and provided by JEA, as security for the faithful performance of the Work of Contract. JEA will send the approved bond forms to the Company for execution along with the Contract, however, in no case shall the date on the bond forms be prior to that of the executed Contract. The surety must be authorized and licensed to transact business in Florida. A fully executed Payment Bond and Performance Bond must be recorded with the Clerk of Duval County Court and delivered to JEA before JEA will issue a Purchase Order to begin the Work. No Purchase Order shall be issued until the Payment and Performance Bonds are recorded and delivered to the JEA Procurement Department. If the Company fails or refuses to furnish or record the required bonds, JEA will retain the Company's Bid Bond as liquidated damages.

2.7.2. NOTIFICATION OF SURETY

The Company shall notify its surety of any changes affecting the general scope of the Work or altering the Contract Price. The amount of the applicable bonds shall be adjusted accordingly and the Company shall furnish proof of such adjustment to JEA within ten (10) days of date of Purchase Order.

2.8. TERM AND TERMINATION

2.8.1. TERM

2.8.1.1. TERM OF CONTRACT-DEFINED DATES

This Agreement shall commence on the Effective Date, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years, (the "Initial Term"), and a one (1) year optional renewal or until the Agreement's Maximum Indebtedness is reached, whichever occurs first.

This Agreement, after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Agreement.

2.8.2. TERMINATION FOR CONVENIENCE

JEA shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or those for which it becomes obligated prior to receiving JEA's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

2.8.3. TERMINATION FOR DEFAULT (WITH A BOND)

JEA may give the Company written notice to discontinue all or part of the Work under the Contract or a Notice to Cure a material breach in the event that:

The Company assigns or subcontracts the Work without prior written permission;
Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;

- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- There is an adverse material change in the financial or business condition of the Company.

If within thirty (30) days after service of such notice to discontinue or notice to cure upon the Company an arrangement satisfactory to JEA has not been made by the Company for

continuance of the Work or the material breach has not been remedied, JEA may declare the Company to be in default and terminate the Contract.

Once Company is declared in default and the Contract has been terminated, JEA will notify the Surety in writing of the termination. The Surety shall, at JEA's sole option take one (1) of the following actions:

(a) Within a reasonable time, but in no event later than thirty (30) days, from JEA's written notice of termination for default, arrange for Company with JEA's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay JEA all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default by the Company under the Contract ;
(b) Within a reasonable time, but in no event longer than sixty (60) days after JEA's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed or alternatively, JEA may elect, to have the Surety determine jointly with JEA the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and JEA, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price; or
(c) Within a reasonable time, but in no event later than thirty (30) days from JEA's notice of termination for default, JEA may waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which the Surety may be liable to JEA and tender payment to JEA of any amount necessary in order for JEA to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price.

JEA shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies and property of any kind provided by the Company for the purpose of this Work.

JEA will charge the expense of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company or Surety shall pay the amount of such excess to JEA upon notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

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

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

Immediately upon termination or expiration of this Agreement, Company must return to JEA all materials, documents and things used by Company and belonging to JEA, including proposals, computer files, borrower files, building keys, and any other property or information regarding continued business compliance or goodwill, whether in electronic or hard-copy form. Furthermore, upon JEA's request, Company shall certify in writing that all of the foregoing documents or materials, including archival or backup copies, whether in electronic or hard-copy form, have been returned to JEA, deleted from any computer system, or otherwise destroyed.

Any other provision in this Agreement to the contrary notwithstanding the duration of this Agreement after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the term.

2.9. PRELIMINARY MATTERS

2.9.1. LICENSES

The Company shall comply with all licensing, registration and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses, registrations and certifications as required for the performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

2.9.2. UNFORESEEN CONDITIONS

The Company understands and agrees that it is its responsibility to conduct due diligence prior to the Work. Such due diligence includes, but is not limited to, verifying all Work conditions, measurements, dimensions and latent and patent obstructions, the accuracy of drawings, test results, inspections and other informational materials provided in the Contract Documents, and

any other causes for existing or potential changes to the Work prior to initiating the Work. In the event that the Work must be changed due to the Company's failure to fulfill the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition.

In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed in a Contract Amendment. Any Work the Company performs prior to receipt of an approved Contract Amendment will be at the Company's sole risk.

2.9.3. JEA CRITICAL INFRASTRUCTURE PROTECTION

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets can be defined as either physical or cyber that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, a Company that requires access to the Assets shall require that each of its employees, who require unescorted access apply for a JEA access badge through JEA's Security Department. Depending on which Assets a Company must access will determine the specific training and/or personal background screenings that will be required before a JEA badge can be issued. JEA will pay for reasonable costs associated with initial background screenings and training for required Company employees. However, if an initial screening is failed, the Company will be responsible for the cost of that screening and for additional screening costs related to Company employee turnover. An appointment to obtain a JEA access badge can be made by contacting JEA Security at sercuritybadge@jea.com.

Finally, all badges are for assigned individual use only and JEA does not allow Company employees to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, may result in the Contract being terminated for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company and the Company should bear the cost of replacement security badge. Report badge termination notifications to JEA Security at (904) 665-8200.

2.9.4. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities, each Company employee shall apply for a JEA access badge through JEA's Security Department. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com. Finally, JEA does not allow Company employees to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be

notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

2.10. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.10.1. CONFIDENTIALITY AND PUBLIC RECORD LAWS

Access to Public Records.

All documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from section 24(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract if the Company refuses to allow public access as required under the Contract.

Redacted Copies of Confidential Information.

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's Contract name and number, and shall be clearly titled "Redacted Copy". Bidder should only redact those portions of records that Bidder claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data or other records it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for these records.

Request for Redacted Information.

In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which the Company's documents, data or records are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify the Company that such an assertion has been made. It is the Company's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA shall give the Company prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The Company shall be responsible for defending its determination that the redacted portions of the information are not subject to disclosure.

Indemnification for Redacted Information.

The Company shall protect, defend and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

Public Records Clause for Service Contracts.

If, under the Contract, the Company is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform the service;

b) Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

2.10.2. PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

2.10.3. PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA. JEA is governed by the Florida Public Records Laws so all Contract Documents are available for public inspection. In addition, JEA is governed by Florida Sunshine Laws and as such, certain meetings are required to be open to the public.

2.11. LABOR

2.11.1. NONDISCRIMINATION

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Company agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of this Contract.

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

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

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

2.11.2. LEGAL WORKFORCE

JEA shall consider the employment, by Company, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the Contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

2.11.3. PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded $250,000, and (2) the officer or

employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and proposals; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

2.11.4. HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Agreement.

2.11.5. COMPANY'S LABOR RELATIONS

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

2.11.6. JEA WORKPLACE TOBACCO USE POLICY

It is JEA's policy to maintain a healthy work environment and JEA's goal is to become a tobacco-free workplace. Therefore, JEA prohibits Company employees from using tobacco products while on JEA property or during the performance of JEA Work. JEA reserves the right to require Company to remove an employee who violates this policy from JEA property or JEA Work site upon notice from the JEA Representative.

2.12. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.12.1. COMPANY REPRESENTATIVES

Upon Contract execution and before starting the Work, the Company shall provide to the JEA Contract Administrator in writing the name and responsibilities of the Company Representative. Should the Company need to change the Company Representative, the Company shall promptly notify JEA Contract Administrator in writing of the change.

2.12.2. COMPANY REVIEW OF PROJECT REQUIREMENTS

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of an approved Contract Amendment will be at the Company's sole risk.

2.12.3. CONDITIONS OF PROVISIONING

The Company understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by JEA.

If Company's Scope of Work is to supply JEA with inventory items, the Company shall identify inventory items that are in high demand and take appropriate steps to minimize delivery lead time in the event of demand spikes or emergency requirements.

Any use of JEA furnished items on non-JEA work is a breach of the Contract and a violation of the law. All JEA furnished items are the property of JEA when issued, stored by Company, and used in performance of the Work. The Company agrees that it shall use all JEA furnished items in a manner consistent with industry practice, codes, laws, considering the condition of the JEA furnished item, the skills of the individuals using the JEA furnished item, and all environmental conditions. The Company understands and agrees that where JEA and the Company shall share JEA furnished items, JEA usage shall always have priority over Company usage, and the Contract Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Company.

The Company agrees to return to JEA, and to the location as established by a JEA Representative, any unused or salvageable items prior to final payment. The Company agrees that JEA has the right to audit and investigate the Company at any time how the Company is using JEA furnished items. JEA will bill the Company for unaccountable JEA furnished material at the current JEA cost.

2.12.4. EMERGENCY EVENTS

During the Term of this Contract, if a system-wide emergency arises, including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Company acknowledges the importance of JEA infrastructure and agrees to support JEA with all its resources, skills and capabilities, to the maximum extent possible, in the restoration efforts of JEA. The Contract Administrator shall notify the Company when an emergency event occurs and the Company agrees to mobilize its full resources immediately. In the event conditions are such that an

emergency event is likely to occur, but the Company has not been yet notified by the Contract Administrator, the Company shall make all efforts to contact a JEA Representative to determine if and how it should respond.

JEA agrees to reimburse the Company for its actual costs incurred, plus overhead and profit, the total not exceeding twelve percent (12%). JEA also agree to reimburse Company for any one-time expended cost incurred as a result of supporting JEA during the emergency event.

At the conclusion of the emergency event, the Company agrees to take back all excess items Company purchased as a result of the emergency event, to the extent that the items can be resold, and will provide JEA with a full credit or monetary refund.

2.12.5. SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable Federal, state and local laws, ordinances, all JEA procedures and policies including, but not limited to, JEA's Contractor Safety Management Process (available at JEA.com), and orders of any public body having jurisdiction for the safety of persons or protection of property. **The Company understands and agrees that violation of any provision of this clause is grounds for immediate termination of the Contract for Default and the Company is responsible for all JEA damages associated with such termination.**

The Company shall only use those Subcontractors who have met JEA Safety Prequalification requirements per the JEA Contractor Safety Management Process. The Company shall ensure that Subcontractors and their personnel have all the necessary personal protective equipment and training needed to perform Work safely.

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

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

The Company shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

2.12.6. PROTECTION OF THE ENVIRONMENT

The Company and its Subcontractors shall comply with all applicable laws, rules and regulations including, but not limited to, all Environmental Requirements.

A. Asbestos, Lead, or Toxic Mold Notification:

Asbestos, Lead, or Toxic Mold may be present at the Work Location. The Company shall notify the Contract Administrator immediately upon discovery of asbestos, lead, toxic mold. The Company shall not disturb or remove known or discovered asbestos, lead, or toxic mold unless directed by the JEA Representative.

B. Hazardous Materials:

The Company shall bear full responsibility including, but not limited to, payment and liability for the transportation, use, recycling, and disposal of any Hazardous Materials under the Company's control during the performance of the Work. Disposal or recycling of Hazardous Materials shall only be performed at JEA approved facilities. The Company shall provide JEA with appropriate documentation showing proper disposal or recycling of its Hazardous Materials.

The Company shall notify the Contract Administrator in writing of the type, quantity and disposal or recycling method of any hazardous material used during the performance of the Work. The Company shall be solely responsible for the use and disposal or recycling of any such materials. The Company shall submit cleanup procedures to the JEA Representative for review and written approval prior to the use of the hazardous material. In the event that a hazardous material escapes into the environment, the Company shall immediately notify the Contract Administrator in writing of the occurrence and the actions taken. In the event that the Company encounters hazardous materials in the course of construction, the Company shall immediately notify the Contract Administrator verbally, with a written notification to follow. The Contract Administrator shall arrange for disposal by JEA.

JEA has identified and labeled equipment known to contain PCBs. JEA will remove and transport any equipment so identified. The Company shall not remove or transport any equipment containing PCBs. The Company shall immediately notify the JEA Representative of any questionable or unmarked equipment, and the JEA Representative will arrange for testing and identification.

C. Waste Management:

The Company will be solely responsible for the proper management of all waste material, including but not limited to, paints, lubricants, fuels, solvents, drilling mud and materials, construction and demolition debris, used oil and oily waste, land clearing debris, universal waste (mercury containing lamps and devices, batteries, etc.) and other chemicals and hazardous materials used in connection with or generated during the Work, except as specified above. The Company will provide proper containers for waste materials and comply with all applicable laws,

rules and regulations in their disposal or recycling. The Company will dispose of or recycle all empty containers off-site as soon as possible.

D. Wetlands:

The Company understands and agrees that the Work Location may include wetlands or other environmentally sensitive areas. The Company shall not enter these areas during the performance of its Work, unless specifically authorized by the Contract Administrator and appropriate state and federal permits have been obtained.

E. Wildlife:

The Company and/or Subcontractor's employees shall not endanger wildlife species or domestic animals of any kind.

F. Violation of Environmental Laws and Permits:

The Company shall immediately cease any activity that causes or results in a violation of JEA's or Company's environmental permits or federal, state and local laws and regulations. Such violation shall immediately be reported to the Contract Administrator verbally, with written notification to follow. All additional costs due to the Company's noncompliance with the applicable environmental permits or Environmental Requirements shall be paid by the Company.

2.12.7. STORM PREPAREDNESS

In the event of a Hurricane Warning, Tropical Storm Warning, or other large storm affecting the Work Location, the Company shall secure, or shall remove and store all equipment and materials at the Work Location including, but not limited to, cones, barricades, lights and signs. The Company shall begin taking such precautions as necessary to secure the Work Location upon official issuance of mandatory evacuation of the area of the Work Location and no later than twenty-four (24) hours prior to predicted arrival of tropical storm or hurricane force winds; or when notified by a JEA Representative to do so. These activities are considered a regular part of the Work; regardless of the frequency they are required.

2.13. VENDOR PERFORMANCE EVALUATION

2.13.1. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available online at JEA.com. Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee or JEA contractor familiar with the performance of

the Company. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecards in accordance with the procedures described herein at any time during performance of the Work or soon after the completion of the Work. JEA may conduct one or more evaluations determined solely at the discretion of JEA.

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- Within thirty (30) days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have fifteen (15) days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the fifteen (15) day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related

solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- If the Company receives five or more letters of deficiency within any twelve (12) month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

JEA expects the Company's performance to be at a minimum Acceptable.

Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than 10 days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final. If the Company is to be suspended from consideration for future award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Procurement Code.

Public Records

There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of JEA.

2.14. MISCELLANEOUS PROVISIONS

2.14.1. AMBIGUOUS CONTRACT PROVISIONS

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract.

2.14.2. AMENDMENTS

This Contract may not be altered or amended except in writing, signed by JEA Procurement and the Company Representative, or each of their duly authorized representatives.

2.14.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY

The rights, obligations and remedies of the Parties as specified under the Agreement will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the 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 will not be impaired. Litigation involving this Agreement or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

2.14.4. CUMULATIVE REMEDIES

Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

2.14.5. 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.

2.14.6. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

2.14.7. EXPANDED DEFINITIONS

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the

Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

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

2.14.9. LANGUAGE AND MEASUREMENTS
All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

2.14.10. MEETINGS AND PUBLIC HEARINGS
The Company will, upon request by JEA, attend all meetings and public hearings as required, in any capacity, as directed by JEA.

2.14.11. NONEXCLUSIVE
Notwithstanding anything herein contained that may appear to be the contrary, this Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies or perform the Work itself.

2.14.12. REFERENCES
Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

2.14.13. RELATIONSHIP OF THE PARTIES
The Company agrees that it shall perform the Work as an independent contractor and that it does not (a) have the power or authority to bind JEA or to assume or create any obligation or responsibility, express or implied, on JEA's part or in JEA's name, except as may be authorized by JEA under a separate written document, or (b) represent to any person or entity that it has such power or authority except as may be authorized by JEA under a separate written document.

2.14.14. SEVERABILITY
In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect.

With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

2.14.15. SUBCONTRACTING OR ASSIGNING OF CONTRACT

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

In the event the Company obtains JEA approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

2.14.16. SURVIVAL

The obligations of JEA and the Company under this Contract that are not, by the express terms of this Contract, to be performed fully during the Term, shall survive the termination of this Contract.

2.14.17. TIME AND DATE

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

2.14.18. TIME OF ESSENCE

For every material requirement of this Contract, time is of the essence.

2.14.19. USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE

Where City of Jacksonville agencies' procurement codes allow use of JEA contracts, the Company agrees to extend any pricing and other contractual terms to such agencies.

2.14.20. WAIVER OF CLAIMS

A delay or omission by JEA hereto to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by JEA; nor any correction of faulty or defective work by JEA.

2.14.21. FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

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

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

3.1. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A)

Technical Specifications and a Detailed Scope of Work are located in Appendix A of this document.

- 021-16 Appendix A Technical Specifications

4. FORMS

4.1. FORMS (APPENDIX B)

Forms required to be submitted with this solicitation are provided in Appendix B or can be obtained on the JEA website at www.jea.com.

Building Community

Procurement Department Bid Section
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

October 31, 2018

ADDENDUM NUMBER: **ONE (1)**

TITLE: **ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA**

JEA IFB NUMBER: **021-16**

BID DUE DATE: **JANUARY 26, 2016**

TIME OF RECEIPT: **12:00 PM**

TIME OF OPENING: **2:00 PM**

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES AND CLARIFICATIONS:

Change: The Bid Form, issued with this Addendum 1, replaces the Bid Workbook, issued with the original Solicitation. Changes highlighted in Red.

Supplier Inquiry 1: I think Item 1.14 should be clarified to be just gutter. It reads coping with gutter. You have a coping line item (1.13), but not a line item for just gutter.

JEA Response 1: coping with 24" stretch out deleted from line 1.14.

Supplier Inquiry 2: The other item that we struggled to make work this past year was the addition of tapered insulation. You have the line items for modified with R=38 and R=20. That works well when there is existing slope in the deck. The problem arises when you need to add an average R=38 and average R=20 with tapered. The costs are different for the flat board verses the tapered.

JEA Response 2: Workbook was updated to include ¼" tapered poly ISO fully adhered.

Supplier Inquiry 3: It would very helpful to the bidding contractors to add two more line items. Maybe 1.4a which says "Provide and install 1 square of field roofing (2 ply modified bitumen) and average R=38 ¼" tapered poly ISO fully adhered". 1.5a would read ("Provide and install 1 square of field roofing (2 ply modified bitumen) and average R=20 ¼" tapered poly ISO fully adhered".

JEA Response 3: Workbook updated with line 1.4a and 1.5a. Estimated Annual Usage changed from 450 Sq on line 1.4 to 200 Sq. Line 1.4a is 250 Sq. Line 1.5 was changed from 450 Sq to 200 Sq. Line 1.5a is 250 Sq.

Supplier Inquiry 4: Does the Company submitting the Bid need to have the Builder's License number or can the Prime Contractor subcontract out work that Builder's Licenses.

JEA Response 4: The Company submitting the Bid must have a Certified Building Contractors License number or a Certified General Contractors License number at the time of bid. Min Qual should read: Bidder must have a current State of Florida Certified Building Contractors License or Certified General Contractors License. Please provide evidence of this by submitting and entering the License number on the Bid Form.

Supplier Inquiry 5: The minimum qualification currently reads, Bidder must be a John's Mansville, Siplast or Soprema certified installer. Is this correct, or should it read, "John's Mansville, Siplast and Soprema certified installer.

JEA Response 5: Min. Qual. should read: Bidder must be a Johns Manville, Siplast, or Soprema certified installer and repairer at the time of Bid submission. Bidder must be a Johns Manville certified repairer within 30 days of bid award. JEA will independently verify.

****** Bidder shall acknowledge this Addendum on the Bid Form******

Building Community®
Procurement Department Bid Section
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

October 31, 2018

ADDENDUM NUMBER: **TWO (2)**

TITLE: **ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA**

JEA IFB NUMBER: **021-16**

BID DUE DATE: **JANUARY 26, 2016**

TIME OF RECEIPT: **12:00 PM**

TIME OF OPENING: **2:00 PM**

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES AND CLARIFICATIONS:

Add: The following Additional Invoice Submission Instructions are added to section 2.4.1.1.

The Company shall submit invoices for completed work within thirty (30) calendar days of work completion. JEA will provide notification in writing to document the work completion time.

Any invoices submitted after thirty (30) calendar days shall be subject to a 1.5 % deduction in the invoice payment amount for every thirty (30) additional calendar days the invoice is submitted late.

The Company understands and agrees that said sum is to be paid not as a penalty, but as compensation to JEA as a fixed and reasonable liquidated damages for losses that JEA will suffer because of such default, whether through increased administrative, interference with JEA's normal operations, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Example: An invoice that is submitted 75 days after the projection completion date would be subject to a 1.5% deduction in payment, an invoice submitted 95 days after the projection completion notification date would be subject to a 3% deduction. .

****** Bidder shall acknowledge this Addendum on the Bid Form******

Building Community®
Procurement Department Bid Section
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

October 31, 2018

ADDENDUM NUMBER: **THREE (3)**

TITLE: **ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA**

JEA IFB NUMBER: **021-16**

BID DUE DATE: **February 2, 2016**

TIME OF RECEIPT: **12:00 PM**

TIME OF OPENING: **2:00 PM**

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES:

Change: The Bid Due date has been changed to **February 2, 2016**. If your company has already submitted a Bid and would like to have the Bid returned to submit a new Bid, please make the request to bids@jea.com, or pick up the previously submitted Bid in person at the Bid Office.

Change: The Bid form Attached to this Addendum 3, replaces the Bid Form issued with original solicitation. The Bid Bond amount has been from; 100% of the Bid Award, to; **$1,000,000.00** (see the attached revised Bid Form), which will need to be maintained throughout the contract.

Bid Form
021-16
Roofing Installation and Repair Services for JEA

Submit an **original and two (2) copies** along with other required forms in a sealed envelope to: JEA Procurement Dept., 21 W. Church St., Bid Section, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202-3139.

Company Name: _____

Company's Address _____

State of Florida Certified Roofing License _____

State of Florida Builders' License _____

Phone Number: _____ FAX No: _____ Email Address: _____

BID SECURITY REQUIREMENTS
- ☐ None required
- ☒ Certified Check or Bond (Five Percent (5%)

TERM OF CONTRACT
- ☐ One Time Purchase
- ☒ Annual Requirements – 5 yrs, w/ 1 optional renewal
- ☐ Other, Specify-

SAMPLE REQUIREMENTS
- ☒ None required
- ☐ Samples required prior to Bid Opening
- ☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND
- ☐ None required
- ☒ Bond required $1,000,000 ~~100% Bid Award~~

QUANTITIES
- ☐ Quantities indicated are exacting
- ☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS
- ☐ 1% 20, net 30
- ☐ 2% 10, net 30
- ☐ 3% 5, net 30
- ☐ Other _____
- ☐ None Offered

#	ENTER YOUR BID FOR THE IFB 021-16 SERVICES	TOTAL BID PRICE
	TOTAL BID PRICE FROM THE BID WORKBOOK	$

BIDDER'S CERTIFICATION

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidder's Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation, and that the Bidder is an authorized distributor or manufacturer of the equipment that meets the Technical Specifications stated herein.

We have received addenda _____ through _____

_____ _____
Handwritten Signature of Authorized Officer of Company or Agent Date

_____
Printed Name and Title

****** Bidder shall acknowledge this Addendum on the Bid Form******

Approved by the JEA Awards Committee
Date 3/3/2016 Item # 3

Formal Bid and Award System

Award #3 March 3, 2016

Type of Award Request:	BID (IFB)
Request #:	439
Requestor Name:	Dorn, Sandra C.
Requestor Phone:	(904) 665-4147
Project Title:	ROOFING INSTALLATION AND REPAIR FOR JEA
Project Number:	Various
Project Location:	JEA
Funds:	Capital and O&M
Award Estimate:	$5,725,000.00

Description of Request:

The purpose of the solicitation to establish pricing for the following services: replace, or repair roofing, insulation and sheet metal flashing.

Requisition Number:	
JEA IFB/RFP/State/City/GSA#:	021-16
Purchasing Agent:	Lovgren, Rodney Dennis
Is this a Ratification?:	NO

RECOMMENDED AWARDEE(S): 153031

Name	Contact Name	Email	Address	Phone	Fax	Amount
J REGISTER COMPANY INC	GARY REGISTER	gregister@jregco.com	4640 Sub Chaser Court Unit 113 Jacksonville, FL 32244	(904) 215-8533	(904) 213-7833	$6,610,000.00

Amount for entire term of Contract/PO:	$6,610,000.00
Award Amount for remainder of this FY:	$1,000,000.00
Length of Contract/PO Term:	Five (5) Years w/One (1) – 1 Yr. Renewal
Begin Date (mm/dd/yyyy):	04/01/2016
End Date (mm/dd/yyyy):	03/31/2021
Renewal Options:	YES – One (1) – 1 Yr. Renewal
JSEB Requirement:	Five Percent (5%) Goal
Comments on JSEB Requirements:	J Register named Overstreet & Associates – 5%

BIDDER:

Name	Amount	Disqualified
J REGISTER COMPANY INC	$10,656,700.00	NO
BARBER & ASSOCIATES INC	$17,885,000.00	NO

Background/Recommendations:

Advertised 12/23/2015. Six (6) companies attended the optional pre-bid meeting on 1/7/2016. At bid opening on 2/2/2016, JEA received two (2) bids. J. Register Company, Incorporated is the lowest responsive and responsible bidder.

In the previous solicitation processed in 2014, only two bids were received. The contract term in that solicitation was shortened to one year to allow specification review and to bring the solicitation back to market. JEA reviewed the specifications and approved a total of three types of roofing systems (previously one) for the current Bid. This still resulted in only two Bidders. The factors associated with JEA only receiving two Bids, per the bidding community were intermittent nature of maintenance work, workload on new construction and resource constraint concerns.

J. Register Company, Incorporated is JEA's current contractor for these services. A comparison of like items in the Bid Workbook showed new pricing that is approximately eight percent (8%) higher than what JEA is currently paying. This is based on prices from the previous contract compared to new bid prices on identical items only. Additional line items were added to the new contract bid due to product advancements and anticipated new project needs, which could not be included in the bid comparison. Increase in some of the unit pricing is considered reasonable. The award amount is less than the total on the bid form due to budget constraints. Unit prices will be utilized for each job assigned.

021-16 - Request approval to award a contract to J. Register Company, Inc. for roofing services in the amount of $6,610,000.00, subject to the availability of lawfully appropriated funds.

Manager: Freudenthal, C. Ann - Manager, Project Support & Controls
Director: Zahir, Hamid A. - Director Shared Services
VP: Dykes, Melissa H. - Chief Financial Officer

APPROVALS:

3-3-16

Chairman, Awards Committee **Date**

3/3/16

Manager, Capital Budget Planning **Date**

Award 3

Bid Form
021-16
Roofing Installation and Repair Services for JEA

Submit an **original and two (2) copies** along with other required forms in a sealed envelope to: JEA Procurement Dept., 21 W. Church St., Bid Section, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202-3139.

Company Name: J. Register Company, Incorporated

Company's Address 4640 Sub Chaser Court, Unit 113, Jacksonville, Florida 32244

State of Florida Certified Roofing License CCC 021400

State of Florida Builders' License CGC 006294

Phone Number: (904) 215-8533 FAX No: (904) 213-7833 Email Address: gregister@jregco.com

BID SECURITY REQUIREMENTS
- ☐ None required
- ☒ Certified Check or Bond (Five Percent (5%)

TERM OF CONTRACT
- ☐ One Time Purchase
- ☒ Annual Requirements – 5 yrs. w/ 1 optional renewal
- ☐ Other, Specify-

SAMPLE REQUIREMENTS
- ☒ None required
- ☐ Samples required prior to Bid Opening
- ☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND
- ☐ None required
- ☒ Bond required $1,000,000 100% Bid Award

QUANTITIES
- ☐ Quantities indicated are exacting
- ☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS
- ☐ 1% 20, net 30
- ☐ 2% 10, net 30
- ☐ 3% 5, net 30
- ☐ Other _____
- ☒ None Offered

#	ENTER YOUR BID FOR THE IFB 021-16 SERVICES	TOTAL BID PRICE
	TOTAL BID PRICE FROM THE BID WORKBOOK	$ 10,656,700.00

BIDDER'S CERTIFICATION

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidder's Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation, and that the Bidder is an authorized distributor or manufacturer of the equipment that meets the Technical Specifications stated herein.

We have received addenda 1 through 3

Handwritten Signature of Authorized Officer of Company or Agent — Date: February 2, 2016

Gary E. Register, President

Printed Name and Title

021-16 ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA BID WORKBOOK

SECTION I

INSTRUCTIONS: FILL IN ALL CELLS THAT ARE HIGHLIGHTED YELLOW. THE ESTIMATED ONE YEAR QUANTITIES ARE TO BE USED AS GUIDELINES AND ARE NOT A GUARANTEE OF WORK. DEFINITION OF SQUARE: 100 SQUARE FEET OF ROOFING MATERIAL INSTALLED WITH PROPER EXPOSURE. IT IS NOT 100 SQUARE FEET OF ROOFING MATERIAL, HOWEVER, IT IS THE AMOUNT OF MATERIAL REQUIRED TO COVER 100 SQUARE FEET OF A ROOF DECK.

ITEM #	ITEM (Unit price items include all equipment, material and labor associated with completion.)	Estimated Annual Usage	Measurement		Unit Price Installed (Parts and Labor)	Annual Totals
1.1	Remove and dispose of 1 square of 6 ply coal tar pitch of one roof assembly including insulation, down to roof substrate	100	Sq	X	$150.00	$15,000.00
1.1.a	Remove and dispose of 1 square of ballasted built up roof system of one roof assembly including insulation, down to roof substrate	300	Sq	X	$140.00	$42,000.00
1.2	Remove and dispose of 1 square of modified bitumen on one roof assembly including insulation down to roof substrate	300	Sq	X	$125.00	$37,500.00
1.2a	Remove and dispose of 1 square of lightweight concrete down to roof substrate	100	Sq	X	$150.00	$15,000.00
1.3	Provide and install 1 square of field roofing (2 ply modified bitumen) fully adhered	450	Sq	X	$375.00	$168,750.00
1.4	Provide and install 1 square of field roofing (2 ply modified bitumen) and R-38 poly ISO fully adhered.	[illegible]	Sq	X	$830.00	$166,000.00
[illegible]	Provide and install 1 square of field roofing (2 ply modified bitumen) [illegible]	[illegible]	Sq	X	$920.00	[illegible]
1.5	Provide and install 1 square of field roofing (2 ply modified bitumen) and R-20 poly ISO fully adhered	[illegible]	Sq	X	$730.00	$146,000.00
[illegible]	Provide and install 1 square of [illegible] ply [illegible]	[illegible]	Sq	X	$875.00	[illegible]
1.6	Provide and install 1 square of architectual shingle roofing over 40 mil ice and water shield with aluminum drip edge	125	Sq	X	$410.00	$51,250.00
1.7	Provide and install 1 square of modified foil faced base flashing per manufacturer's 20 year NDL requirements.	50	Sq	X	$900.00	$45,000.00
1.8	Provide and install 1 SF of (PERMA FLASH) two part Fluid applied roofing.	500	SF	X	$25.00	$12,500.00
1.9	Provide and install 1 square of (GUARD 4000) elastomeric coating.	450	Sq	X	$130.00	$58,500.00
1.10	Provide and install 1 each (ZURN 126) cast iron roof drains with strainer basket. Including tie-in to PVC, copper, or cast iron line and roof flashing	10	ea	X	$999.00	$9,990.00
1.11	Provide and install 1 each (Hercules RetroDrain) with strainer basket Including tie-in to PVC, copper, or cast iron line and roof flashing	20	ea	X	$450.00	$9,000.00

021-16 ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA BID WORKBOOK

SECTION I (CONTINUED)

INSTRUCTIONS FILL IN ALL CELLS THAT ARE HIGHLIGHTED YELLOW THE ESTIMATED ONE YEAR QUANTITIES ARE TO BE USED AS GUIDELINES AND ARE NOT A GUARANTEE OF WORK. DEFINITATION OF SQUARE. 100 SQUARE FEET OF ROOFING MATERIAL INSTALLED WITH PROPER EXPOSURE. IT IS NOT 100 SQUARE FEET OF ROOFING MATERIAL, HOWEVER, IT IS THE AMOUNT OF MATERIAL REQUIRED TO COVER 100 SQUARE FEET OF A ROOF DECK.

ITEM #	ITEM (Unit price items include all equipment, material and labor associated with completion.)	Estimated Annual Usage	Measure-ment		Unit Price Installed (Parts and Labor)	Annual Totals
I 12	Provide and install flashing for 1 pipe penetrations 6" in diameter	50	ea	X	$150.00	$7,500.00
I 13	Provide and install 1 LF of aluminum coping with a 24" stretch out	1,000	LF	X	$22.00	$22,000.00
I 14	Provide and install 1 LF of aluminum 6" X 6" gutter	800	LF	X	$22.00	$17,600.00
I 14a	Provide and install 1 LF of aluminum down spout 6" X 6"	200	LF	X	$25.00	$5,000.00
I 15	Provide and install 1 LF of aluminum edge metal with 12" stretch out	1,000	LF	X	$15.00	$15,000.00
I 16	Provide and install 1 aluminum metal scupper with conductor head 12" X 12" X 24"	20	ea	X	$300.00	$6,000.00
I 17	Provide and install 1 square of 30 year architectural shingles (flashing and drip edge included)	100	Sq	X	$360.00	$36,000.00
I 18	Provide and install 1 coated aluminum off ridge vent 2' X 4'	10	ea	X	$200.00	$2,000.00
I 19	Provide and install 1 square of R-20 cellular light weight concrete with 1.5" topping	400	Sq	X	$325.00	$130,000.00
I 20	Provide and install 1 LF of elastomeric caulking	1,000	LF	X	$8.00	$8,000.00
I 21	Provide and install 1 6"x6" pourable sealerfiller pitch pocket restoration	50	ea	X	$120.00	$6,000.00
I 22	Provide and install 1 square of 2 coat NEOGARD (ELASTA-GARD M)	1,500	Sq	X	$200.00	$300,000.00
I 23	Provide and install 1 square of 2 coat NEOGARD (ELASTA-GARD BUR MB)	1,500	Sq	X	$190.00	$285,000.00
I 24	Snake roof drains, scuppers, and down spouts. Water test to ensure positive drainage. Drain pipe down spout dimensions up to 2".	12	ea	X	$150.00	$1,800.00

021-16 ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA BID WORKBOOK

SECTION I (CONTINUED)

INSTRUCTIONS FILL IN ALL CELLS THAT ARE HIGHLIGHTED YELLOW THE ESTIMATED ONE YEAR QUANTITIES ARE TO BE USED AS GUIDELINES AND ARE NOT A GUARANTEE OF WORK. DEFINITATION OF SQUARE: 100 SQUARE FEET OF ROOFING MATERIAL INSTALLED WITH PROPER EXPOSURE. IT IS NOT 100 SQUARE FEET OF ROOFING MATERIAL. HOWEVER, IT IS THE AMOUNT OF MATERIAL REQUIRED TO COVER 100 SQUARE FEET OF A ROOF DECK.

ITEM #	ITEM (Unit price items include all equipment, material and labor associated with completion.)	Estimated Annual Usage	Measurement		Unit Price Installed (Parts and Labor)	Annual Totals
I 25	Snake roof drains, scuppers, and down spouts. Water test to ensure positive drainage. Drain pipe down spout dimensions greater than 2" up to 4"	6	ea	X	$750.00	$4,500.00
I 26	Snake roof drains, scuppers, and down spouts. Water test to ensure positive drainage. Drain pipe down spout dimensions greater than 4" up to 6"	1	ea	X	$1,000.00	$1,000.00
I 27	Snake roof drains, scuppers, and down spouts. Water test to ensure positive drainage. Drain pipe down spout dimensions greater than 6" up to 12"	1	ea	X	$1,500.00	$1,500.00
					TOTAL SECTION I	$2,074,140.00

SECTION II - CALL-OUT FOR EMERGENCY WORK (NORMALLY AFTER AFTER REGULAR WORK HOURS OF 7:00 AM - 6:00 PM MONDAY - FRIDAY AND ALSO ON JEA HOLIDAYS)

This Bid Price is for a call out. It is not per person. Necessary hours will be charged at the unit price by hour in Section III.

			Estimated # of Call-Outs (annually)		
Unit price for one emergency call-out	$400.00	X	5	=	$2,000.00
				TOTAL SECTION II	$2,000.00

021-16 ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA BID WORKBOOK

INSTRUCTIONS: FILL IN ALL CELLS THAT ARE HIGHLIGHTED YELLOW. THE ESTIMATED ONE YEAR QUANTITIES ARE TO BE USED AS GUIDELINES AND ARE NOT A GUARANTEE OF WORK. DEFINITATION OF SQUARE: 100 SQUARE FEET OF ROOFING MATERIAL INSTALLED WITH PROPER EXPOSURE. IT IS NOT 100 SQUARE FEET OF ROOFING MATERIAL, HOWEVER, IT IS THE AMOUNT OF MATERIAL REQUIRED TO COVER 100 SQUARE FEET OF A ROOF DECK.

SECTION III - LABOR COST

Enter Labor Unit Prices for Foreman, Journeyman and Helper. These prices will be used as a part of the low bid calculation. These prices will be utilized when labor is needed for work which is not specifically listed on this Bid Workbook in Section I

ITEM #	Labor Description	ESTIMATED HOURS		Per Hour Bid Price	ANNUAL TOTALS
3.1	Foreman	200	X	$75.00	$15,000.00
3.2	Journeyman	100	X	$68.00	$6,800.00
3.3	Helper (UnSkilled)	50	X	$58.00	$2,900.00

TOTAL SECTION III	$24,700.00

SECTION IV - MISCELLANEOUS ROOFING EQUIPMENT AND MATERIAL COSTS

Equipment, parts and Materials Mark-up Costs Items which are not specifically listed on this Bid Workbook in Section I which may be necessary for installation and/or repair

Estimated cost of Equipment, Parts, Materials multiplied by markup percentage:

Estimated Usage		Enter Markup % (not to exceed 10%)		Resulting Cost Estimate
$5,000.00	X	10%	=	$5,500.00

TOTAL SECTION IV	$5,500.00

021-16 ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA BID WORKBOOK

SECTION V - Semi-Annual Maintenance Program for roofing built by and warrantied by the Contractor during the term of this contract.

This bid quote will be utilized as part of low bid calculation.

INSTRUCTIONS: FILL IN ALL CELLS THAT ARE HIGHLIGHTED IN YELLOW. THE ESTIMATED ONE YEAR QUANTITIES ARE TO BE USED AS GUIDELINES AND ARE NOT A GUARANTEE OF WORK. INCLUDE PARTS, LABOR, MATERIAL AND TRAVEL IN YOUR PRICING. DEFINITION OF SQUARE: 100 SQUARE FEET OF ROOFING MATERIAL INSTALLED WITH PROPER EXPOSURE. IT IS NOT 100 SQUARE FEET OF ROOFING MATERIAL, HOWEVER IT IS THE AMOUNT OF MATERIAL REQUIRED TO COVER 100 SQUARE FEET OF A ROOF DECK.

The number of roofs to be inspected semi-annually will be dependent upon the number built/warrantied by the Contractor. This number shall not exceed more than 30 roofs per year (60 semi-annual inspections). The Roofing Contractor shall inspect the roofs as determined by the JEA Contract Administrator. Each roof shall be maintained per the maintenance program listed below. A roof report as detailed below shall be submitted to JEA within 30 days after the roof inspection. Upon inspection, should the Contractor recommend a repair or total replacement, this recommendation shall be brought to the attention of the JEA Contract Administrator. The JEA Contract Administrator will make the final decision as to the necessity for additional work. All roofing repairs or replacements shall be performed per the manufacturers requirements.

A Maintain a comprehensive roof report detailing repairs made, issues associated with the roof, inspection reports, drainage issues, clean up items, tree branch encroachment, etc.

B Examine the roof for damages after severe weather conditions such as hurricanes, hailstorms, heavy rains, high winds, etc.

C When inspecting the roof, remove any debris such as leaves, small branches, dirt, rocks, etc. which may have accumulated.

D Clean gutters, downspouts, drains and surrounding areas. Verify that the roof has positive drainage.

E Examine all metal flashing and valleys for rust and damage that may have been caused by wind or traffic. Make certain they are well attached and sealed.

F Examine all areas that abut the roof for damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping which appears to be a potential membrane leak. These items shall be repaired by the Contractor per manufacturer's recommendations

G Examine and repair damages around the edge of the roof where obvious lifting or wind damage has occurred.

H Examine the roof top equipment flashing, pitch pans, etc. for poor material adherence and repair as necessary. Bring to the JEA representative's attention any leakage observed from equipment mounted on the roof.

I Examine protective roof coatings. Any cracked, flaking, or blistering must be repaired and recoated.

J Examine roof for any breach in the membrane due to dropped tools, heavy equipment, etc. Repair as necessary.

Unit price for one (1) square	$25.00	X	1,000 (est)	=	$25,000.00	
				TOTAL SECTION V		**$25,000.00**

021-16 ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA BID WORKBOOK

SECTION VI - OPTIONAL PRICING - Semi-Annual Maintenance Program for roofing NOT built by OR warrantied by the Contractor during the term of this contract.

INSTRUCTIONS: PLEASE FILL IN ALL CELLS THAT ARE HIGHLIGHTED IN YELLOW. JEA ANTICIPATES MINIMAL REPLACEMENT, REPAIRS, AND/OR INSTALLATION OF THE FOLLOWING ITEMS. HOWEVER, REQUESTS PRICING FROM BIDDERS FOR UNEXPECTED NEEDS. THIS OPTIONAL PRICING WILL NOT BE USED IN THE CALCULATION OF THE LOW BID. ADDITIONALLY, JEA RESERVES THE RIGHT TO OBTAIN SEPARATE QUOTES FOR THESE ITEMS, IF ADVANTAGEOUS. INCLUDE PARTS, LABOR, MATERIAL AND TRAVEL IN YOUR PRICING. DEFINITION OF SQUARE: 100 SQUARE FEET OF ROOFING MATERIAL INSTALLED WITH PROPER EXPOSURE. IT IS NOT 100 SQUARE FEET OF ROOFING MATERIAL, HOWEVER IT IS THE AMOUNT OF MATERIAL REQUIRED TO COVER 100 SQUARE FEET OF A ROOF DECK.

The number of existing roofs to be inspected semi-annually will be dependent upon the number of warrantied roofs. The Roofing Contractor shall be responsible to inspect the roofs as determined by the JEA Contract Administrator. Each roof shall be maintained per the maintenance program listed below. A roof report as detailed below shall be submitted to JEA within 30 days after the roof inspection. Upon inspection, should the contractor recommend a repair or total replacement, this recommendation shall be brought to the attention of the JEA Contract Administrator. The JEA Contract Administrator will make the final decision as to the necessity for additional roof work. All roofing repairs or replacements shall be performed per the manufacturers requirements.

A Maintain a comprehensive roof report detailing repairs made, issues associated with the roof, inspection reports, drainage issues, clean up items, tree branch encroachment, etc.

B Examine the roof for damages after severe weather conditions such as hurricanes, hailstorms, heavy rains, high winds, etc.

C When inspecting the roof, remove any debris such as leaves, small branches, dirt, rocks, etc. which may have accumulated

D Clean gutters, downspouts, drains and surrounding areas. Verify that the roof has positive drainage.

E Examine all metal flashing and valleys for rust and damage that may have been caused by wind or traffic. Make certain they are well attached and sealed.

F Examine all areas that abut the roof. Damaged masonry, poorly mounted counter flashing, loose caulking, bad motar joints, and any loose stone or tile coping which appears to be a potential membrane leak. Have these items repaired per manufacturer's recommendations.

G Examine and repair damages around the edge of the roof where obvious lifting or wind damage has occurred

H Examine the roof top equipment flashing, pitch pans, etc. for poor material adherence and repair as necessary. Bring to the JEA representative's attention any leakage observed from the equipment mounted on the roof

I Examine protective roof coatings. Any cracked, flaking, or blistering must be repaired and recoated

J Examine roof for any breach in the membrane due to dropped tools, heavy equipment, etc. Repair as necessary.

PRICE PER SQUARE	$30.00

Section VI is optional pricing and will not be used in the low bid calculation.

Section VI prices are not to be transferred to bid form

021-16 ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA BID WORKBOOK

SECTION VI - OPTIONAL PRICING (CONTINUED) - Unit Pricing

INSTRUCTIONS: PLEASE FILL IN ALL CELLS THAT ARE HIGHLIGHTED IN YELLOW. JEA ANTICIPATES MINIMAL REPLACEMENT, REPAIRS, AND/OR INSTALLATION OF THE FOLLOWING ITEMS. HOWEVER, REQUESTS PRICING FROM BIDDERS FOR UNEXPECTED NEEDS. THIS OPTIONAL PRICING WILL NOT BE USED IN THE CALCULATION OF THE LOW BID. ADDITIONALLY, JEA RESERVES THE RIGHT TO OBTAIN SEPARATE QUOTES FOR THESE ITEMS, IF ADVANTAGEOUS. INCLUDE PARTS, LABOR, MATERIAL AND TRAVEL IN YOUR PRICING. DEFINITION OF SQUARE: 100 SQUARE FEET OF ROOFING MATERIAL INSTALLED WITH PROPER EXPOSURE. IT IS NOT 100 SQUARE FEET OF ROOFING MATERIAL. HOWEVER IT IS THE AMOUNT OF MATERIAL REQUIRED TO COVER 100 SQUARE FEET OF A ROOF DECK.

			OPTIONAL PRICING
6.1	Provide and install 1 square of MBR cold application adhesive (2 ply modified bitumen) fully adhered over R-38 poly ISO.	Sq	$975.00
6.2	Provide and install 1 square of field roofing (TPO or approved equal) fully adhered over R-38 poly ISO).	Sq	$750.00
6.3	Provide and install 1 LF of (TPO or approved equal) base flashing fully adhered per manufacturer requirements at 2' height.	LF	$14.00
6.4	Clean gutters and remove resulting debris from site. (For roofs not included under Section IV above.)	LF	$5.00
6.6	Cap existing 2' x 2' curb with pressure treated wood and .040 mil finish aluminum sheet metal 8 inches above finished roof.	ea	$490.00

Section VI is optional pricing and will not be used in low bid calculation.

Section VI prices are not to be transferred to bid form.

NAME OF BIDDER:	J. Register Company, Inc

ANNUAL TOTAL ESTIMATED BID COSTS (Parts I, II, III, IV, and V Total)	$2,131,340.00

FIVE YEAR TOTAL ESTIMATED BID COSTS (Parts I, II, III, IV, and V Total)	$10,656,700.00

TRANSFER THIS NUMBER TO BID FORM

021-16 ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA BID WORKBOOK

SECTION I

INSTRUCTIONS. FILL IN ALL CELLS THAT ARE HIGHLIGHTED YELLOW. THE ESTIMATED ONE YEAR QUANTITIES ARE TO BE USED AS GUIDELINES AND ARE NOT A GUARANTEE OF WORK. DEFINITION OF SQUARE: 100 SQUARE FEET OF ROOFING MATERIAL INSTALLED WITH PROPER EXPOSURE. IT IS NOT 100 SQUARE FEET OF ROOFING MATERIAL, HOWEVER, IT IS THE AMOUNT OF MATERIAL REQUIRED TO COVER 100 SQUARE FEET OF A ROOF DECK.

ITEM #	ITEM (Unit price items include all equipment, material and labor associated with completion.)	Estimated Annual Usage	Measure-ment		2016 Unit Price Installed (Parts and Labor) - J REGISTER	Annual Totals	2015 Unit Price Installed (Parts and Labor) - J REGISTER	Annual Totals
1.1	Remove and dispose of 1 square of 6 ply coal tar pitch of one roof assembly including insulation, down to roof substrate.	100	Sq	X	$150.00	$15,000.00	150	$ 15,000.00
1.1a	Remove and dispose of 1 square of ballasted built up roof system of one roof assembly including insulation, down to roof substrate.	300	Sq	X		$0.00		$ -
1.2	Remove and dispose of 1 square of modified bitumen on one roof assembly including insulation down to roof substrate.	300	Sq	X	$125.00	$37,500.00	105	$ 31,500.00
1.2a	Remove and dispose of 1 square of lightweight concrete down to roof substrate.	100	Sq	X		$0.00		$ -
1.3	Provide and install 1 square of field roofing (2 ply modified bitumen) fully adhered.	450	Sq	X	$375.00	$168,750.00	375	$ 168,750.00
1.4	Provide and install 1 square of field roofing (2 ply modified bitumen) and R-38 poly ISO fully adhered.	200	Sq	X	$830.00	$166,000.00	750	$ 150,000.00
1.4a	Provide and install 1 square of field roofing (2 ply modified bitumen) on average R-38 1/4" tapered poly ISO fully adhered	250	Sq	X		$0.00		$ -
1.5	Provide and install 1 square of field roofing (2 ply modified bitumen) and R-20 poly ISO fully adhered.	200	Sq	X	$730.00	$146,000.00	660	$ 132,000.00
1.5a	Provide and install 1 square of field roofing (2 ply modified bitumen) on average R-20 1/4" tapered poly ISO fully adhered	350	Sq	X		$0.00		$ -
1.6	Provide and install 1 square of architectual shingle roofing over 40 mil ice and water shield with aluminum drip edge.	125	Sq	X	$410.00	$51,250.00	310	$ 38,750.00
1.7	Provide and install 1 square of modified foil faced base flashing per manufacturer's 20 year NDL requirements.	50	Sq	X	$900.00	$45,000.00	Lf = 11.00	
1.8	Provide and install 1 SF of (PERMA FLASH) two part Fluid applied roofing.	500	SF	X	$25.00	$12,500.00	17	$ 8,500.00
1.9	Provide and install 1 square of (GUARD 4000) elastomeric coating.	450	Sq	X	$130.00	$58,500.00	200	$ 90,000.00
1.10	Provide and install 1 each (ZURN 126) cast iron roof drains with strainer basket. Including tie-in to PVC, copper, or cast iron line and roof flashing.	10	ea	X	$999.00	$9,990.00	999	$ 9,990.00
1.11	Provide and install 1 each (Hercules RetroDrain) with strainer basket. Including tie-in to PVC, copper, or cast iron line and roof flashing.	20	ea	X	$450.00	$9,000.00	450	$ 9,000.00

021-16 ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA BID WORKBOOK

SECTION I (CONTINUED)

INSTRUCTIONS: FILL IN ALL CELLS THAT ARE HIGHLIGHTED YELLOW. THE ESTIMATED ONE YEAR QUANTITIES ARE TO BE USED AS GUIDELINES AND ARE NOT A GUARANTEE OF WORK. DEFINITATION OF SQUARE: 100 SQUARE FEET OF ROOFING MATERIAL INSTALLED WITH PROPER EXPOSURE. IT IS NOT 100 SQUARE FEET OF ROOFING MATERIAL, HOWEVER, IT IS THE AMOUNT OF MATERIAL REQUIRED TO COVER 100 SQUARE FEET OF A ROOF DECK.

ITEM #	ITEM (Unit price items include all equipment, material and labor associated with completion.)	Estimated Annual Usage	Measurement		Unit Price Installed (Parts and Labor)	Annual Totals		
1.12	Provide and install flashing for 1 pipe penetrations 6" in diameter.	50	ea	X	$150.00	$7,500.00	120	$ 6,000.00
1.13	Provide and install 1 LF of aluminum coping with a 24" stretch out.	1,000	LF	X	$22.00	$22,000.00	17	$ 17,000.00
1.14	Provide and install 1 LF of aluminum 6" X 6" gutter.	800	LF	X		$0.00		$ -
1.14a	Provide and install 1 LF of aluminum down spout 6" X 6".	200	LF	X		$0.00		$ -
1.15	Provide and install 1 LF of aluminum edge metal with 12" stretch out	1,000	LF	X	$15.00	$15,000.00	12	$ 12,000.00
1.16	Provide and install 1 aluminum metal scupper with conductor head 12" X 12" X 24"	20	ea	X	$300.00	$6,000.00	260	$ 5,200.00
1.17	Provide and install 1 square of 30 year architectural shingles (flashing and drip edge included).	100	Sq	X	$360.00	$36,000.00	250	$ 25,000.00
1.18	Provide and install 1 coated aluminum off ridge vent 2' X 4'	10	ea	X	$200.00	$2,000.00	200	$ 2,000.00
1.19	Provide and install 1 square of R-20 cellular light weight concrete with 1.5" topping	400	Sq	X	$325.00	$130,000.00	250	$ 100,000.00
1.20	Provide and install 1 LF of elastomeric caulking.	1,000	LF	X	$8.00	$8,000.00	6	$ 6,000.00
1.21	Provide and install 1 6"x6' pourable sealerfiller pitch pocket restoration.	50	ea	X	$120.00	$6,000.00	90	$ 4,500.00
1.22	Provide and install 1 square of 2 coat NEOGARD (ELASTA-GARD M).	1,500	Sq	X	$200.00	$300,000.00	200	$ 300,000.00
1.23	Provide and install 1 square of 2 coat NEOGARD (ELASTA-GARD BUR/MB).	1,500	Sq	X	$190.00	$285,000.00	190	$ 285,000.00
1.24	Snake roof drains, scuppers, and down spouts. Water test to ensure positive drainage. Drain pipe/down spout dimensions up to 2"	12	ea	X		$0.00		$ -

021-16 ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA BID WORKBOOK

SECTION I (CONTINUED)

INSTRUCTIONS. FILL IN ALL CELLS THAT ARE HIGHLIGHTED YELLOW. THE ESTIMATED ONE YEAR QUANTITIES ARE TO BE USED AS GUIDELINES AND ARE NOT A GUARANTEE OF WORK. DEFINITATION OF SQUARE: 100 SQUARE FEET OF ROOFING MATERIAL INSTALLED WITH PROPER EXPOSURE. IT IS NOT 100 SQUARE FEET OF ROOFING MATERIAL, HOWEVER, IT IS THE AMOUNT OF MATERIAL REQUIRED TO COVER 100 SQUARE FEET OF A ROOF DECK.

ITEM #	ITEM (Unit price items include all equipment, material and labor associated with completion.)	Estimated Annual Usage	Measure-ment		Unit Price Installed (Parts and Labor)	Annual Totals		
1.25	Snake roof drains, scuppers, and down spouts. Water test to ensure positive drainage. Drain pipe/down spout dimensions greater than 2" up to 4".	6	ea	X	$750.00	$4,500.00	N/A	
1.26	Snake roof drains, scuppers, and down spouts. Water test to ensure positive drainage. Drain pipe/down spout dimensions greater than 4" up to 6".	1	ea	X	$1,000.00	$1,000.00		
1.27	Snake roof drains, scuppers, and down spouts. Water test to ensure positive drainage. Drain pipe/down spout dimensions greater than 6" up to 12".	1	ea	X	$1,500.00	$1,500.00	9.02%	More than last bid
					TOTAL SECTION I	$1,543,990.00	$ 1,416,190.00	

SECTION II - CALL-OUT FOR EMERGENCY WORK (NORMALLY AFTER AFTER REGULAR WORK HOURS OF 7:00 AM - 6:00 PM MONDAY - FRIDAY AND ALSO ON JEA HOLIDAYS)

This Bid Price is for a call out. It is not per person. Necessary hours will be charged at the unit price by hour in Section III.

			Estimated # of Call-Outs (annually)				
Unit price for one emergency call-out	$400.00	X	5	=	$2,000.00	210 $ 1,050.00	90.48%
				TOTAL SECTION II	$2,000.00	$ 1,050.00	

021-16 ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA BID WORKBOOK

INSTRUCTIONS: FILL IN ALL CELLS THAT ARE HIGHLIGHTED YELLOW. THE ESTIMATED ONE YEAR QUANTITIES ARE TO BE USED AS GUIDELINES AND ARE NOT A GUARANTEE OF WORK. DEFINITATION OF SQUARE: 100 SQUARE FEET OF ROOFING MATERIAL INSTALLED WITH PROPER EXPOSURE. IT IS NOT 100 SQUARE FEET OF ROOFING MATERIAL, HOWEVER, IT IS THE AMOUNT OF MATERIAL REQUIRED TO COVER 100 SQUARE FEET OF A ROOF DECK.

SECTION III - LABOR COST

Enter Labor Unit Prices for Foreman, Journeyman and Helper. These prices will be used as a part of the low bid calculation. These prices will be utilized when labor is needed for work which is not specifically listed on this Bid Workbook in Section I.

ITEM #	Labor Description	ESTIMATED HOURS		Per Hour Bid Price	ANNUAL TOTALS		
3.1	Foreman	200	X	$75.00	$15,000.00	75	$ 15,000.00
3.2	Journeyman	100	X	$68.00	$6,800.00	60	$ 6,000.00
3.3	Helper (UnSkilled)	50	X	$58.00	$2,900.00	52.5	$ 2,625.00
				TOTAL SECTION III	$24,700.00		$23,625.00

SECTION IV - MISCELLANEOUS ROOFING EQUIPMENT AND MATERIAL COSTS

Equipment, parts and Materials Mark-up Costs. Items which are not specifically listed on this Bid Workbook in Section I which may be necessary for installation and/or repair.

Estimated cost of Equipment, Parts, Materials multiplied by markup percentage:

Estimated Usage		Enter Markup % (not to exceed 10%)		Resulting Cost Estimate:		
$5,000.00	X	10%	=	$5,500.00	35%	$ 6,750.00
				TOTAL SECTION IV	$5,500.00	$6,750.00

021-16 ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA BID WORKBOOK

SECTION V - Semi-Annual Maintenance Program for roofing built by and warranted by the Contractor during the term of this contract.

This bid quote will be utilized as part of low bid calculation.

INSTRUCTIONS: FILL IN ALL CELLS THAT ARE HIGHLIGHTED IN YELLOW. THE ESTIMATED ONE YEAR QUANTITIES ARE TO BE USED AS GUIDELINES AND ARE NOT A GUARANTEE OF WORK. INCLUDE PARTS, LABOR, MATERIAL AND TRAVEL IN YOUR PRICING. DEFINITION OF SQUARE: 100 SQUARE FEET OF ROOFING MATERIAL INSTALLED WITH PROPER EXPOSURE. IT IS NOT 100 SQUARE FEET OF ROOFING MATERIAL, HOWEVER IT IS THE AMOUNT OF MATERIAL REQUIRED TO COVER 100 SQUARE FEET OF A ROOF DECK.

The number of roofs to be inspected semi-annually will be dependent upon the number built/warrantied by the Contractor. This number shall not exceed more than 30 roofs per year (60 semi-annual inspections). The Roofing Contractor shall inspect the roofs as determined by the JEA Contract Administrator. Each roof shall be maintained per the maintenance program listed below. A roof report as detailed below shall be submitted to JEA within 30 days after the roof inspection. Upon inspection, should the Contractor recommend a repair or total replacement, this recommendation shall be brought to the attention of the JEA Contract Administrator. The JEA Contract Administrator will make the final decision as to the necessity for additional work. All roofing repairs or replacements shall be performed per the manufacturers requirements.

A Maintain a comprehensive roof report detailing repairs made, issues associated with the roof, inspection reports, drainage issues, clean up items, tree branch encroachment, etc.

B Examine the roof for damages after severe weather conditions such as hurricanes, hailstorms, heavy rains, high winds, etc.

C When inspecting the roof, remove any debris such as leaves, small branches, dirt, rocks, etc. which may have accumulated.

D Clean gutters, downspouts, drains and surrounding areas. Verify that the roof has positive drainage.

E Examine all metal flashing and valleys for rust and damage that may have been caused by wind or traffic. Make certain they are well attached and sealed.

F Examine all areas that abut the roof for damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping which appears to be a potential membrane leak. These items shall be repaired by the Contractor per manufacturer's recommendations.

G Examine and repair damages around the edge of the roof where obvious lifting or wind damage has occurred.

H Examine the roof top equipment flashing, pitch pans, etc. for poor material adherence and repair as necessary. Bring to the JEA representative's attention any leakage observed from equipment mounted on the roof.

I Examine protective roof coatings. Any cracked, flaking, or blistering must be repaired and recoated.

J Examine roof for any breach in the membrane due to dropped tools, heavy equipment, etc. Repair as necessary.

			sq				
Unit price for one (1) square	$25.00	X	1,000	=	$25,000.00	35 $ 35,000.00	
			TOTAL SECTION V			**$25,000.00**	**$35,000.00**

021-16 ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA BID WORKBOOK

SECTION VI - OPTIONAL PRICING - Semi-Annual Maintenance Program for roofing NOT built by OR warrantied by the Contractor during the term of this contract.

INSTRUCTIONS: PLEASE FILL IN ALL CELLS THAT ARE HIGHLIGHTED IN YELLOW. JEA ANTICIPATES MINIMAL REPLACEMENT, REPAIRS, AND/OR INSTALLATION OF THE FOLLOWING ITEMS, HOWEVER, REQUESTS PRICING FROM BIDDERS FOR UNEXPECTED NEEDS. THIS OPTIONAL PRICING WILL NOT BE USED IN THE CALCULATION OF THE LOW BID. ADDITIONALLY, JEA RESERVES THE RIGHT TO OBTAIN SEPARATE QUOTES FOR THESE ITEMS, IF ADVANTAGEOUS. INCLUDE PARTS, LABOR, MATERIAL AND TRAVEL IN YOUR PRICING. DEFINITION OF SQUARE: 100 SQUARE FEET OF ROOFING MATERIAL INSTALLED WITH PROPER EXPOSURE. IT IS NOT 100 SQUARE FEET OF ROOFING MATERIAL, HOWEVER IT IS THE AMOUNT OF MATERIAL REQUIRED TO COVER 100 SQUARE FEET OF A ROOF DECK.

The number of existing roofs to be inspected semi-annually will be dependent upon the number of warrantied roofs. The Roofing Contractor shall be responsible to inspect the roofs as determined by the JEA Contract Administrator. Each roof shall be maintained per the maintenance program listed below. A roof report as detailed below shall be submitted to JEA within 30 days after the roof inspection. Upon inspection, should the contractor recommend a repair or total replacement, this recommendation shall be brought to the attention of the JEA Contract Administrator. The JEA Contract Administrator will make the final decision as to the necessity for additional roof work. All roofing repairs or replacements shall be performed per the manufacturers requirements.

A. Maintain a comprehensive roof report detailing repairs made, issues associated with the roof, inspection reports, drainage issues, clean up items, tree branch encroachment, etc
B. Examine the roof for damages after severe weather conditions such as hurricanes, hailstorms, heavy rains, high winds, etc.
C. When inspecting the roof, remove any debris such as leaves, small branches, dirt, rocks, etc. which may have accumulated.
D. Clean gutters, downspouts, drains and surrounding areas. Verify that the roof has positive drainage.
E. Examine all metal flashing and valleys for rust and damage that may have been caused by wind or traffic. Make certain they are well attached and sealed.
F. Examine all areas that abut the roof. Damaged masonry, poorly mounted counter flashing, loose caulking, bad motar joints, and any loose stone or tile coping which appears to be a potential membrane leak. Have these items repaired per manufacturer's recommendations.
G. Examine and repair damages around the edge of the roof where obvious lifting or wind damage has occurred.
H. Examine the roof top equipment flashing, pitch pans, etc. for poor material adherence and repair as necessary. Bring to the JEA representative's attention any leakage observed from the equipment mounted on the roof.
I. Examine protective roof coatings. Any cracked, flaking, or blistering must be repaired and recoated.
J. Examine roof for any breach in the membrane due to dropped tools, heavy equipment, etc. Repair as necessary.

PRICE PER SQUARE	**$30.00**	$ 20.00

Section VI is optional pricing and will not be used in the low bid calculation.
Section VI prices are not to be transferred to bid form.

021-16 ROOFING INSTALLATION AND REPAIR SERVICES FOR JEA BID WORKBOOK

SECTION VI - OPTIONAL PRICING (CONTINUED) - Unit Pricing

INSTRUCTIONS: PLEASE FILL IN ALL CELLS THAT ARE HIGHLIGHTED IN YELLOW. JEA ANTICIPATES MINIMAL REPLACEMENT, REPAIRS, AND/OR INSTALLATION OF THE FOLLOWING ITEMS, HOWEVER, REQUESTS PRICING FROM BIDDERS FOR UNEXPECTED NEEDS. THIS OPTIONAL PRICING WILL NOT BE USED IN THE CALCULATION OF THE LOW BID. ADDITIONALLY, JEA RESERVES THE RIGHT TO OBTAIN SEPARATE QUOTES FOR THESE ITEMS, IF ADVANTAGEOUS. INCLUDE PARTS, LABOR, MATERIAL AND TRAVEL IN YOUR PRICING. DEFINITION OF SQUARE: 100 SQUARE FEET OF ROOFING MATERIAL INSTALLED WITH PROPER EXPOSURE. IT IS NOT 100 SQUARE FEET OF ROOFING MATERIAL, HOWEVER IT IS THE AMOUNT OF MATERIAL REQUIRED TO COVER 100 SQUARE FEET OF A ROOF DECK.

			OPTIONAL PRICING	
6.1	Provide and install 1 square of MBR cold application adhesive (2 ply modified bitumen) fully adhered over R-38 poly ISO.	Sq	$975.00	$ 950.00
6.2	Provide and install 1 square of field roofing (TPO or approved equal) fully adhered over R-38 poly ISO).	Sq	$750.00	$ 750.00
6.3	Provide and install 1 LF of (TPO or approved equal) base flashing fully adhered per manufacturer requirements at 2' height.	LF	$14.00	$ 11.00
6.4	Clean gutters and remove resulting debris from site. (For roofs not included under Section IV above.)	LF	$5.00	$ 2.00
6.6	Cap existing 2' x 2' curb with pressure treated wood and .040 mil finish aluminum sheet metal 8 inches above finished roof.	ea	$490.00	$ 450.00

Section VI is optional pricing and will not be used in low bid calculation.

Section VI prices are not to be transferred to bid form.

NAME OF BIDDER:	J. Register Company, Incorporated	
ANNUAL TOTAL ESTIMATED BID COSTS (Parts I, II, III, IV, and V Total)	$1,601,190.00	$1,482,615.00
FIVE YEAR TOTAL ESTIMATED BID COSTS (Parts I, II, III, IV, and V Total)	$8,005,950.00	$7,413,075.00
TRANSFER THIS NUMBER TO BID FORM		8.00%

APPROVED
By Ann Willis at 11:49 am, Oct 29, 2018

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Frank H. Furman, Inc.
1314 East Atlantic Blvd.
P. O. Box 1927
Pompano Beach FL 33061

CONTACT NAME: Griselidys Acosta
PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954)942-6310
E-MAIL ADDRESS: gris@furmaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B: National Fire Ins Of Hartford	20478
INSURER C: Continental Insurance Co	35289
INSURER D: American Cas Co Of Reading Pa (zx)	20427
INSURER E: Continental Casualty Co	20443
INSURER F:	

INSURED
Register Roofing & Sheet Metal Inc., DBA: F/K/A J Registe
4640 SUB CHASER COURT
UNIT 113
JACKSONVILLE FL 32244

COVERAGES

CERTIFICATE NUMBER: 18/19 Poll/UMB/Inl

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTURAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER	X	Y	6056671487	5/1/2018	5/1/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	Y	6056671456	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	Y	6056677337	12/1/2017	5/1/2019	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6056671473	5/1/2018	5/1/2019	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	POLLUTION	X	Y	C 6046145466	12/1/2017	5/1/2019	Aggregate	$2,000,000
B	Inland Marine			C 6045434770	05/01/2018	05/01/2019	Installation Coverage	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Jacksonville, its members, officials, officers, employees and agents are included as additional insured on the General Liability, Automobile Liability and Pollution Liability. All Coverage are Primary and non-contributory. Waiver of subrogation in favor of the City of Jacksonville, its members, officials, officers, employees and agents applies to General Liability, Automobile Liability, Workers Compensation and Pollution Liability. Installation Floater list the City of jacksonville , its members, officials, officers, employees and agents as loss payee. 30 day Notice of Cancellation to the City of Jacksonville applies to all policies.

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval Street
Suite 335
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dirk DeJong/JT

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT
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 Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract 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 Contract; and

3. Intellectual Property Liability, to the extent this Contract 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 Contract, 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 Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, 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 Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

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.