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SUBJECT: PIGGYBACK JPA (Jacksonville Port Authority) MASTER AGREEMENT CONTRACT NUMBER 19-03 – PLUMBING MAINTENANCE AND REPAIR SERVICES

BID #: PSC-0426-22

OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH FEBRUARY 28, 2023 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

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 Jacksonville Port Authority (JPA) Contract No. 19-03 with Turner Plumbing Company, Inc. for Plumbing Maintenance and Repair Services for the Public Building Division. Period of service will be from date of executed contract through February 28, 2023 with two (2) one (1) year renewal options. The requested total expenditure not to exceed $250,000.00.

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) dependent of funding, appropriate account, and fiscal year.

Attachments: Recommendation Memo, Contract No- 19-03, Certificate of Insurance

BUYER: _____ **RESPECTFULLY SUBMITTED** _____

OLIVE WALLACE-COHEN

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-0426-22

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

June 16, 2022

MEMORANDUM

TO: Gregory W. Pease, Chief Procurement Division

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

FROM: Roy Birbal, Chief

SUBJECT: Turner Plumbing Company, Inc. - Recommendation to Piggyback JPA RFP No. 19-03 (Jacksonville Port Authority a Florida public agency) and Master Agreement Contract Number 19-03 made available for Annual Plumbing Maintenance and Repair Services Agreement.

On March 18, 2019, JPA RFP 19-03 for Annual Plumbing Maintenance and Repair Services was awarded to Turner Plumbing Company, Inc, referred to as "Turner Plumbing", effective March 1, 2019 to February 28, 2022. This Agreement shall have the option to be extended for up to three (3) additional one (1) year renewal terms, for a total of 6 years.

Accordingly, the Public Buildings Division recommends piggybacking on JPA Contract No. 19-03 with Turner Plumbing Company, Inc., "Turner Plumbing", for Plumbing Maintenance and Repair Services on an as needed basis with a not-to-exceed limit of $250,000.00.

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 February 28, 2023, with the option to renew for up to two (2) one (1) 1-year renewal terms 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 Sheila Kuhl at 904-255-4340.

Attachments:

1. Invitation letter to piggyback JPA Contract
2. RFP # 19-03
3. Original JPA (Jacksonville Port Authority a Florida public agency
4. Amendment 1 of JPA Contract
5. Certificate of Insurance (Approved by Risk Management)

cc: Steve Schlessinger, Public Works Contracts and Finance Manager
Annette Leslie-Burney, Procurement Analyst
Sheila Kuhl, Contract Administration Coordinator

TURNER PLUMBING

ESTD 1942

Date: May 09, 2022

Ms. Sheila Kuhl
Contract Administration Coordinator
City of Jacksonville, Florida
555 W. 44th Street
Jacksonville, Florida 32208

RE: Invitation to piggyback on competitively solicited RFP # 19-03 by JPA-Jacksonville Port Authority a Florida public agency and Master Agreement Contract Number 19-03 made available for Plumbing Maintenance and Repair Services Agreement

Dear Ms. Kuhl,

Turner Plumbing would like to extend to the City of Jacksonville the opportunity to piggyback on RFP # 19-03 by JPA-Jacksonville Port Authority a Florida public agency and Master Agreement Contract Number 19-03 made available for Plumbing Maintenance and Repair Services Agreement to provide annual plumbing services for all city buildings.

Turner Plumbing will provide the City of Jacksonville the same terms, conditions and pricing as provided in the aforementioned documents while they remain in effect.

Worth B. Turner
President
Turner Plumbing Company
904-396-7044

JAXPORT
JACKSONVILLE PORT AUTHORITY

REQUEST FOR PROPOSAL 19-03

PLUMBING MAINTENANCE AND REPAIR SERVICES FOR THE JACKSONVILLE PORT AUTHORITY

Pre-Proposal Meeting & Optional Site Visit

TUESDAY, DECEMBER 18, 2018, at 10:00AM (EST)

Proposal Opening

FRIDAY, JANUARY 4, 2019, at 2:00PM (EST)

Location:
1st Floor Conference Room
2831 Talleyrand Avenue
Jacksonville, Florida 32206

REQUEST FOR PROPOSAL
19-03

PLUMBING MAINTENANCE AND REPAIR SERVICES
FOR THE
JACKSONVILLE PORT AUTHORITY

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REQUESTS FOR DISTRIBUTION SHEETS OR PRE PROPOSAL ATTENDANCE SHEETS

Copies of the Request for Proposal distribution records or the Pre-proposal attendance sheets may be requested by contacting the Procurement Services.

SUBMISSION OF PROPOSALS

Proposals submitted in advance of the time set for opening will be delivered to the Procurement Services, 2nd floor, 2831 Talleyrand Ave, Jacksonville FL, 32206, until **2:00PM (EST)**. Proposers are fully responsible for delivery of proposals. Reliance upon mail or public carrier is at proposer's risk. **Late proposals will not be opened or considered.**

PROPOSAL OPENING PROCEDURES

Depending on the type of project for which proposals are requested, the items read at the opening will vary. Sealed proposals are not public records subject to disclosure under the Florida Public Records Law until such time as the Jacksonville Port Authority provides notice of a decision or intended decision to award the contract or within thirty (30) days after opening, whichever is earlier (119.07 (3) (m), Florida Statutes). All parts of proposals, including exhibits, are subject to the Public Records Law, and a proposer may not exclude any portion of the Proposal unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for prequalification of bidders on public works projects.

REQUESTS FOR PROPOSALS RESULTS OR AWARD OF CONTRACT

Proposers desiring a copy of the unofficial tabulation sheet, which will contain only the items considered necessary by JAXPORT, must include a stamped, self-addressed envelope with their proposal. Proposers may request a copy be sent to them by facsimile, email or may obtain a copy after the Proposal opening in the Procurement & Contract Services. Proposers wishing to view proposals submitted, subject to the above Public Records requirements, must arrange an appointment by contacting Public Records at 904/357-3091 or public.records@jaxport.com. If copies are requested, an appropriate charge will be assessed, and all copies will be made solely at the convenience of JAXPORT. All proposers will be notified by mail of the award of the contract after action by the Jacksonville Port Authority Awards Committee.

REQUEST FOR PROPOSAL
19-03

PLUMBING MAINTENANCE AND REPAIR SERVICES
FOR THE
JACKSONVILLE PORT AUTHORITY

Proposals will be received by the Jacksonville Port Authority (JAXPORT) until 2:00PM (EST) **on** FRIDAY, JANUARY 4, 2019, at which time they will be opened in the First Floor Conference Room, 2831 Talleyrand Avenue, Jacksonville, Florida 32206 for PLUMBING MAINTENANCE AND REPAIR SERVICES for Talleyrand Marine Terminal, Blount Island Marine Terminal, Dames Point Cruise Terminal, Security Operations Center and Port Central Office Building of the Jacksonville Port Authority.

A pre-proposal conference will be held at 10:00AM (EST) **on** TUESDAY, DECEMBER 18, 2018 in the First Floor Conference Room, Port Central Office Building (PCOB), located at 2831 Talleyrand Avenue, Jacksonville, Florida 32206.

All Proposals must be submitted in accordance with the Specifications of Proposal Number 19-03, which may be obtained from our website:

http://www.jaxport.com/work-with-us/projects-for-bid

Procurement Services
P. O. Box 3005
2831 Talleyrand Avenue
Jacksonville, Florida 32206
(904) 357-3455

ARTICLE I
INSTRUCTIONS TO PROPOSERS

1.01 RECEIPT AND OPENING OF PROPOSALS

The Jacksonville Port Authority (JAXPORT) will receive Proposals until FRIDAY, JANUARY 4, 2019, at 2:00PM (EST). for the purpose of selecting a company to provide PLUMBING MAINTENANCE AND REPAIR SERVICES for Talleyrand Marine Terminal (TMT), Blount Island Marine Terminal (BIMT), Dames Point Cruise Terminal (DPCT), Security Operations Center (SOC) and Port Central Office Building (PCOB) of the Jacksonville Port Authority. These proposals will be publicly opened in the First Floor Conference Room, Jacksonville Port Authority, 2831 Talleyrand Ave, Jacksonville, Florida, at the above stated time and date.

1.02 PRE-PROPOSAL MEETING AND OPTIONAL SITE VISIT

To ensure that all Proposers are fully informed of the requirements for this Contract, a Pre-Proposal meeting will be held on *TUESDAY, DECEMBER 18, 2018 at 10:00AM (EST) at the Jacksonville Port Authority, Port* Central Office Building (PCOB), First Floor Conference Room, 2831 Talleyrand Avenue, Jacksonville, Florida 32206. An OPTIONAL Site Visit of the PCOB location "only" will be held immediately following the conclusion of the pre-proposal meeting.

1.03 DELIVERY OF PROPOSALS

Submit one (1) **original (w/ ink signatures)** and **three (3) copies** of all required supplemental material listed in Article III (items to be submitted with Proposal forms) must be submitted in a sealed package. Each Proposal package submitted must clearly show the Proposer's company name on the outside and be labeled "19-03 PLUMBING MAINTENANCE AND REPAIR SERVICES". Please deliver **ONLY** to:

Jacksonville Port Authority
Procurement Services
2831 Talleyrand Avenue
Jacksonville, FL 32206-3496

Facsimile, E-Mail, or E-Builder proposals will not be accepted. Any Proposals received after the above stated time and date will not be opened or considered. It is the sole responsibility of the Proposer to have its Proposal delivered to JAXPORT as specified herein on or before the above date and time. Reliance upon mail, public carrier or other delivery service is at Proposer's risk. All expenses for making Proposals to JAXPORT are to be borne by the Proposer and will not be borne, charged to or reimbursed by JAXPORT in any manner or under any circumstance.

1.04 CONTRACT DOCUMENTS

The Contract Documents give the description of the work to be done under this Contract. The required qualifications of proposers, other technical information, applicable special conditions, term of the Contract and payment terms are also contained in these documents. The date, time and place of the receipt and opening of proposals are listed in Article 1.01 above.

1.05 EXAMINATION OF CONTRACT DOCUMENTS AND FACILITIES

The Proposer is required to carefully examine the sites of the work and the Contract Documents. It will be assumed that the Proposer has investigated and is fully informed of the conditions, the character, and quality of work to be performed, any materials and equipment to be furnished, and of the requirements of the Contract Documents.

1.06 OBLIGATION OF PROPOSERS

The Proposer must become fully aware of JAXPORT's technical requirements for the RFP. Failure to do so will not relieve a successful Proposer of its obligation to furnish the material, equipment and labor necessary to carry out the provisions of the RFP Documents and to complete the work at the price proposed. In addition, the Proposer will be held responsible for having examined the details of the proposed scope of work. The Proposer will use its personal knowledge and experience or professional advice as to the character of the proposed work and any other conditions surrounding and affecting the proposed work. The submittal of a Proposal will be construed as evidence that all Proposer obligations have been satisfied and no subsequent allowance will be made in this regard.

1.07 QUESTIONS & ADDENDA - CHANGES WHILE BIDDING

Any questions regarding this RFP should be directed to Jerrie Gunder and submitted by e-mail only to jerrie.gunder@jaxport.com. Answers to questions will be released in an Addenda directed to all known prospective proposer and advertised on our bidding opportunities website at http://www.jaxport.com/work-with-us/projects-for-bid

The deadline for questions will be FRIDAY, DECEMBER 21, 2018 at 9:00AM (EST).

No interpretation of the meaning of the specifications or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Proposer orally. Any request for such interpretations or corrections must be made in writing to:

Jacksonville Port Authority
Procurement Services Department
P.O. Box 3005
Jacksonville, FL 32206-0005
(904) 357-3077 (Fax)

Any such request which is not received prior to the above deadline date for questions will not be considered. All such interpretations and supplemental instructions will be in the form of written Addenda to the Contract Documents, which if issued, will be e-mail via an Addendum to all known prospective bidders registered on the E-Builders website. However, it is the responsibility of each Proposer before submitting its Proposal to contact the Procurement Services at (904) 357-3455 to determine if any Addenda have been issued and to make such Addenda a part of its Proposal. The Jacksonville Port Authority accepts no responsibility for addenda sent by mail, and proposers shall not be permitted to modify their proposal after the specified time for the proposal opening.

All addenda must be signed by an individual authorized to sign the proposal. Unsigned addenda shall be considered nonconforming and will therefore cause the addenda to be rejected. No addenda shall be withdrawn after the time stated in the "Request for Proposals" has been reached and the call for proposals has been closed.

1.08 PREPARATION OF PROPOSAL

A. Proposals will be submitted on the attached Proposal Form (Article III). All blank spaces on the form must be typed in or legibly printed in ink. Only the Proposal Form and applicable additional information should be submitted. **DO NOT SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT PROPOSAL PACKAGE.**

B. Any information thought to be relevant, but not applicable to the enumerated scope of services, should be provided as an Appendix to the Proposal. If publications are supplied by a Proposer, the Proposal should include reference to a document number or page number of that Appendix material. Proposals not providing this reference will be considered to have no additional material to be considered during evaluation process.

C. If the Proposal is made by an individual, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Proposal as principal. If the Proposal is made by a firm or partnership, the name and address of each member of the firm or partnership must be stated. If the Proposal is made by a corporation, the Proposal must be signed by an authorized officer or agent, subscribing the name of the corporation with his or her own name and affix the Corporate Seal. Such officer or agent must also state the name of the State, under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. *If applicable, also provide evidence of registration with the Secretary of State of the State* of Florida for doing business in the State of Florida.

1.09 WITHDRAWAL OF PROPOSAL

Any Proposal may be withdrawn by written request of the Proposer until the date and time established herein for opening of the Proposals. Any Proposals not timely withdrawn will, upon opening, constitute an irrevocable offer for 90 days (or until one or more of the Proposals have been duly accepted by JAXPORT, whichever is later) to provide JAXPORT the services solicited in the attached specifications. JAXPORT's action on Proposals normally will be taken within 45 days of Proposal opening; however, no guarantee or representation is made as to the time between the Proposal opening and the subsequent JAXPORT action *regarding an award.*

1.10 MINIMUM REQUIREMENTS

In considering the responsibility of Proposers JAXPORT will examine the following factors. Proposers will address each factor specifically in their Proposal:

A. Degree of experience and references from customers. The company or the owners of the company must have been primarily in the industrial/commercial plumbing maintenance and repair business for a minimum of five (5) years ending October 31, 2018, and must have worked on similar contracts, specifically on industrial/commercial equipment.

B. At the time of proposal submittal, evidence of possessing industrial/ commercial equipment experience and having in their employ sufficient numbers of service personnel and trucks considered necessary to produce the desired quality of work and to adequately meet the needs of geographically separate facilities. Each company must have a minimum of 3 work trucks, 3 journeyman and 3 helpers throughout the duration of this contract.

C. Qualifications of designated Journeyman and service technicians that will be assigned to JAXPORT.

D. Evidence of financial stability, the Proposer must provide their most current year financial statements with independent CPA's statement attached. At a minimum, the Proposer will submit a balance sheet, statement of changes in financial position, a statement of cash flows or statement of operating revenue expenses and change in retained earnings and all accompanying footnotes.

E. Ability to respond within one-hour (1) of the time service call is placed to the Contractor's designated phone number and arrival of a Plumbing Service Technician on site within two-hours (2) of the time the service call is placed.

F. Proposed per hour charge for labor and the materials markup percentage allowed by JAXPORT.

G. Other matters that may influence the ability of the Proposer to perform the Contract.

In this regard, JAXPORT reserves the right to reject any and all Proposals, in whole or in part, and to waive any non-conformance in Proposals or any other irregularities received, whenever such rejection or waiver is in the best interest of JAXPORT.

Failure to provide requested information listed above may result in the Proposer being ruled non responsive.

1.11 DISQUALIFICATION OF PROPOSERS

Any of the following causes may be considered as sufficient for the disqualification of a Proposer and rejection of the Proposal:

A. Submission of more than one Proposal for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one Proposal may be submitted for the company.

B. Evidence of collusion among Proposers in the preparation and submittal of any Proposals.

C. Incomplete work for which the Proposer is committed by contract, which, in the judgment of JAXPORT, might hinder or prevent the prompt completion of work under this Contract if awarded to such Proposer.

D. Being in arrears on any existing agreement with JAXPORT or having defaulted on a previous contract with JAXPORT. For purposes of this section, corporations, partnerships or companies, or firms or other business entities created for the purpose of shielding any individual, firm, partnership corporation, or other business entity from the application of this provision may be considered as grounds for disqualification.

E. Items 'C' and 'D' above will be considered by JAXPORT after the opening of Proposals, and if found to apply to any Proposer, JAXPORT will notify the Proposer that its Proposal will not be considered for an award of the Contract.

F. Failure to provide the notarized form(s) in the Proposal documents, if required, in a timely manner, or to satisfy any other requirements listed in Article III.

Minor irregularities that do not materially affect the Proposal may be waived at the sole discretion of JAXPORT.

1.12 REJECTIONS OF IRREGULAR PROPOSALS

Proposals will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate proposals or other irregularities of any kind. JAXPORT reserves the right to waive any non-conformance or irregularities of proposals, or to reject any or all proposals, in whole or in part, whenever such nonconformance or irregularities are minor and such action is deemed to be in the best interests of JAXPORT. In this regard, JAXPORT reserves the right to reject any and all Proposals, in whole or in part, and to waive any non-conformance or any other irregularities received in said proposal, to reject any and all request for proposals and to accept the proposal which in its judgment will be in the best interest of JAXPORT.

1.13 PUBLIC ENTITY CRIME

Pursuant to Chapter 287 of the Florida Statutes, Proposers are required to complete and submit with their proposals a Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes. **Form PEC is provided as Exhibit "B"** for that purpose and must be included with the proposal form at the time proposals are submitted.

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- Submitting a proposal on a contract to provide any goods or services to a public entity;
- Submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting proposals on leases of real property to a public entity;
- Being awarded or performing work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and
- Transacting business with any public entity in excess of Category Two threshold amount ($35,000) provided in section 287.017 of the Florida Statutes.

1.14 DISCRIMINATORY VENDOR LIST

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- Submit a proposal on a contract to provide any goods or services to a public entity;
- Submit a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submit proposals on leases of real property to a public entity;
- Be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; or
- Transact business with any public entity.
- To view a current list, visit:

  http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

1.15 PROPOSERS REPRESENTATION AND AUTHORIZATION

In submitting a proposal, each Proposer understands, represents, and acknowledges the following (if the Proposer cannot so certify to any of the following, the Proposer shall submit with its response a written explanation of why it cannot do so).

- The Proposer is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the proposal documents, the Proposer, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract.
- Proposer currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The proposal submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices not amounts, actual or approximate, have been disclosed to any Proposer or potential Proposer, and they will not be disclosed before the solicitation proposal opening.

- The Proposer has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- The product(s) offered by the Proposer will conform to the specifications without exception.

- The Proposer has read and understands the Contract terms and conditions, and the submission made in conformance with those terms and conditions.

- If an award is made to the Proposer, the Proposer agrees that it intends to be legally bound to the Contract that is formed with the Jacksonville Port Authority.

- The Proposer has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the proposal response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its proposal.

- All information provided by, and representations made by, the Proposer are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the proposal. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

- That the Proposer has carefully examined the site of the work and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the equipment and other facilities needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.

- That the Proposer is in full compliance with all federal, state, and local laws and regulations and intends to fully comply with same during the entire term of the contract.

1.16 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

Proposers are required to complete and submit with their proposals an E-Verify Acknowledgement and Acceptance Form. **Form is provided as Exhibit "C."** The successful proposer agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of this contract. Successful proposers must include in all subcontracts the requirement that subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The successful proposer further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

1.17 NON-DISCRIMINATION PROVISIONS

The Proposer will have all state, county and local licenses and permits as may be required by law to perform the described services. The Proposer agrees to comply with all applicable Federal, State and local laws, including the Civil Rights Act 1964, as amended. The Equal Employment Opportunity Clause in Section 202 paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference.

The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam Era, is incorporated herein by specific reference.

1.18 EVALUATION OF PROPOSALS AND AWARD

JAXPORT intends to award a Contract to the Proposer submitting the most responsive and responsible proposal that, when evaluated, is deemed to be in the best interest of JAXPORT. JAXPORT will be the sole judge of which proposal is ultimately determined to be in its best interest and JAXPORT'S decision will be final. Only those proposals received in a timely manner from proposers who can provide evidence that they are fully competent, have the requisite experience, organizational and financial capabilities will be considered. JAXPORT reserves the right to accept or reject any or all proposals. JAXPORT assumes no obligation or commitment to make an award to any person or firm submitting a proposal.

JAXPORT will make an award based on a proposer's ability to meet JAXPORT'S needs based on an evaluation matrix formatted as shown on "Attachment No. 2". The Proposer must clearly and directly address each one of these factors, including items listed on Article 1.10 MINIMUM REQUIREMENTS. JAXPORT reserves the right to invite a short list of proposers to make oral presentations during evaluation process. JAXPORT is not required to contact a Proposer to obtain additional information to evaluate the Proposal. JAXPORT reserves the right to request oral presentations with any proposer to determine service capabilities in detail and to clarify any unclear areas in the proposal. This may include a site visit to the proposer's facilities.

1.19 PUBLIC MEETING REQUIREMENTS

JAXPORT is required to comply with Section 286.011 of the Florida Statutes. Therefore Evaluation Committee meetings and meetings of the JAXPORT Awards Committee are required to be held in public, with sufficient notice made of the time and date of the meeting. All notices of public meetings are posted in the lobby of JAXPORT, 2831 Talleyrand Avenue, Jacksonville FL.

1.20 PUBLIC RECORDS

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

(a) Keep and maintain public records required by the JPA to perform the services; and

(b) Upon request from the JPA's custodian of public records, provide the JPA with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(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 for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the JPA; and

(d) Upon completion of this Contract, transfer to the JPA at no cost all public records in possession of Contractor or keep and maintain public records required by the JPA to perform the service. If Contractor transfers all public records to the JPA upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the JPA upon request from eth JPA's custodian of public records in a format that is compatible with the JPA's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE JPA'S CUSTODIAN OF PUBLIC RECORDS AT (904) 357-3091 public.records@jaxport.com; JACKSONVILLE PORT AUTHORITY, PUBLIC RECORDS REQUEST, 2831 TALLEYRAND AVENUE, JACKSONVILLE, FLORIDA 32206.

1.21 PROTEST PROCEDURES

Respondents shall file any protest regarding this RFP in writing, in accordance with JAXPORT's Protest Procedures promulgated on SOP- 1215 Procurement Code for the Jacksonville Port Authority, available at **http://www.jaxport.com/work-with-us/projects-for-bid**

1.22 JACKSONVILLE SMALL EMERGING BUSINESS (JSEB) PARTICIPATION

It is the policy of JAXPORT to require the inclusion of firms owned and controlled by Jacksonville Small Business Enterprises (JSEBs) and Minority Business Enterprises (MBEs) and Women Business Enterprise (WBE) in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation in the Code of Federal Regulations in Title 49 at the CFR Part 23.

Based upon the present availability of JSEBs/MBEs to perform the type of work required on this contract, there is no JSEB/MBE participation goal established for this contract.

The Contractor will take all necessary affirmative steps to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1.23 EXECUTION OF THE CONTRACT

Within twenty (20) days after Notice of Award, the successful proposer will furnish the required performance bond, certificate of insurance, copies of licenses and enter into a formal contract with JAXPORT. Failure to execute the Contract as provided in these documents within twenty (20) days from the date of Notice of Award may be just cause, unless such failure has been caused by JAXPORT, for JAXPORT to annul and void the award. An award may then be made to another proposer, or the Contract may be readvertised, as JAXPORT may decide. No award will be binding upon JAXPORT until the agreement has been executed by all appropriate parties.

1.24 ARTICLE/SECTION HEADINGS

Article or Section headings offering herein are inserted for convenience only, or reference only, and will in no way be construed to be interpretation of the text of this contract.

1.25 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAXPORT'S Request for Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) Amendments to Contract; 2) Contract 19-03; 3) Addenda to Proposal 4) JAXPORT'S Request for Proposal 19-03, and 5) Proposer's Proposal.

1.26 GOVERNING LAW AND VENUE

The venue of any legal action brought by or filed against JAXPORT relating to any matter arising under this Contract will be exclusively in the appropriate court, sitting in Duval County, Florida that has jurisdiction over such legal action. This Contract will be governed by and interpreted under the laws of the State of Florida.

1.27 NONWAIVER

Failure by either Party to insist upon strict performance of any of the provisions of this Contract will not release either Party of any of its obligations under the Contract.

1.28 ENTIRE AGREEMENT

This Contract is the entire agreement of the Parties and the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this Contract. Contractor agrees that no representations have been made by JAXPORT to induce the Contractor to enter into this Contract other than as expressly stated in this Contract. This Contract can neither be changed orally, nor by any means other than by written amendments expressly referencing this Contract and signed by all Parties hereto.

1.29 TAX EXEMPT

JAXPORT is exempt from State of Florida sales tax. The tax-exempt number is 85-8012543323C-8.

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ARTICLE II
GENERAL CONDITIONS

2.01 DEFINITIONS

A. **JAXPORT** - The Jacksonville Port Authority.

B. **PROPOSER** - Any individual, firm or corporation submitting a Proposal for the work contemplated.

C. **PROPOSAL** - The approved forms on which the Proposer is to submit, or has submitted, its charges for the work contemplated.

D. **CONTRACT** - The Contract consists of the document labeled "Specifications for PLUMBING MAINTENANCE AND REPAIR SERVICES FOR THE JACKSONVILLE PORT AUTHORITY, RFP 19-03" and any Addendum issued before the execution of the Contract; the Contractor's Proposal and any Modification issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both Parties. The order of precedence of conflicting documents will be as specified in Article 1.25.

E. **CONTRACTING OFFICER** - Designated JAXPORT individual who provides JAXPORT Inspector(s) with Contract information and monitors the administration of the Contract to ensure compliance with terms by both JAXPORT and the Contractor. The Contracting Officer is the only individual authorized to make Contract modifications. The Contracting Officer will be the JAXPORT Director of Procurement & Contract Services.

F. **INSPECTORS** - Designated JAXPORT individuals who provide the Contractor with routine Contract information and accept the work performed as either acceptable or not acceptable. Advises the Contracting Officer if Contract Modifications are required. The Inspectors will be designated in writing at the post award conference.

G. **CONTRACTOR** - Any individual, firm or corporation entering into a Contract to perform the Scope of Work for JAXPORT.

H. **CONTRACTOR'S REPRESENTATIVE(S)** - Individual(s) designated in writing by the Contractor at the time of Contract award as the only individual(s) authorized to act for the Contractor in all matters, including changes to Contract terms and to make estimates for repairs.

2.02 SCOPE OF WORK

The work to be performed under this Contract is specified in Article IV, Scope of Work, with equipment as specified. JAXPORT, without invalidating the Contract, may make changes by altering, adding to, or deleting equipment or facilities. This Contract only applies to existing equipment and to projects to install new equipment that replaces existing equipment (that does not exceed $25,000.00 in total). Also, JAXPORT may add or delete buildings at any facility. It is anticipated that JAXPORT will spend approximately $50,000 per year. This figure is only estimated and should not be construed as representing actual figures under this RFP.

2.03 TERM OF CONTRACT

The Contractor will provide the services under Article IV, Scope of Work, for three (3) years, with three (3) additional one (1) year renewal options to be exercised at the sole discretion of JAXPORT, based on vendor performance and adherence to all terms and conditions of this Request for Proposal.

2.04 ESCALATION / DE-ESCALATION

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation based on the average of the previous 12 months percentage of change as listed in the Purchase Price Index related to the industry represented or Consumer Price Index (whichever is appropriate as determine by JAXPORT). JAXPORT reserves the right to decline any price increase request or limit the percentage rate.

2.05 INDEMNIFICATION

Any Contract resulting from this Request for Proposal will include the following provisions:

To the fullest extent permitted by law, the Proposer agrees to indemnify, defend and hold harmless JAXPORT, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Proposer's work or services under this Request for Proposal; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Proposer, Proposer's Subcontractor(s) or anyone directly or indirectly employed or hired by Proposer, or anyone for whose acts Proposer may be liable. JAXPORT reserves the right, but not the obligation, to participate in defense without relieving Proposer of any obligation hereunder.

2.06 INSURANCE

The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

Workers' Compensation/Employers' Liability

- Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act, or any other coverage required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

- Part Two - The minimum amount of coverage for the coverage's required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:
    - $500,000 (Each Accident)
    - $500,000 (Disease-Policy Limit)
    - $500,000 (Disease-Each Employee)

Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with the following minimum limits:

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury, Each Occurrence	$1,000,000
Bodily injury and Property Damage (each occurrence)	$1,000,000
Fire Damage (any one fire)	$ 100,000
Medical Expense (any one Person)	$ 10,000

- CGL policy will need to include Products and Completed Operations coverage under ISO form CG2010 11/85 edition or equivalent.
- CGL policy will include the additional insured endorsement CG2037 which gives JAXPORT, additional insured status under the Products & Completed Operations coverage.
- The contractor's CGL coverage will be primary and non-contributory.
- JAXPORT will require a standard indemnity and hold harmless agreement with the contractor.

Business Auto Policy
ISO Form Number CA 00 01 covering any auto (code 1), or contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

Owners Protective Liability Coverage
The minimum OCP Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the Contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OCP Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

Umbrella Liability

- $5,000,000 per Occurrence
- $5,000,000 Aggregate
- Minimum underlying coverage's shall include Commercial General Liability, Automobile liability and Workers' Compensation/Employer's Liability and Owners Protective Liability.
- The umbrella coverage will need to have drop down insurance coverage.
- A waiver of subrogation is required for Workers Compensation, GL, Auto Liability and Umbrellas Liability.
- All insurance will be maintained in force until completion of the work, and will include an endorsement requiring thirty (30) days prior written notice to JAXPORT'S Risk Manager before any change or cancellation is made effective.

  Such insurance will be written by a company or companies licensed to do business in the State of Florida and satisfactory to JAXPORT. Before commencing any work under this contract, certificates evidencing the maintenance of said insurance will be furnished to JAXPORT and will be subject to the approval of JAXPORT'S Risk Manager, P.O. Box 3005, Jacksonville, FL 32206.

- Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Owner to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- Failure of Contractor to maintain the required insurance shall constitute a default under this Agreement and, at Owner's option, shall allow Owner to terminate this Agreement.
- If Contractor fails to maintain the required insurance, Owner shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

- If the contractor maintains higher limits than the minimum insurance limits shown above, JAXPORT requires and shall be entitled to coverage for the higher limits maintained by the contractor.

- A waiver of subrogation is required for Workers Compensation, GL, Auto Liability, Pollution and Umbrellas Liability. Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this Subcontract.

- Prior to commencing Work, Contractor shall furnish Owner with certificates of insurance, and copies of additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

- Cross-Liability Coverage If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

- Subcontractor's' Insurance Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified in this agreement. When requested by Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each subcontractor

- No Representation of Coverage Adequacy by requiring the insurance as set out in this Agreement, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Owner in this Subcontract.

2.07 RESPONSIBILITIES OF THE CONTRACTOR

A. A post award conference will be scheduled after the Contract is awarded, when the Contractor will furnish the performance bond, certificates of insurance, copies of licenses and other items required by JAXPORT.

B. The Contractor will begin the services as described in the Contract upon issuance of a written Notice to Proceed by JAXPORT.

C. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of the work to be done, and for compliance with all terms and conditions of the Contract.

D. The Contractor will remain liable for all damages to, or incurred by, JAXPORT caused by the Contractor's negligent performance of any of the services furnished under this Contract.

E. The Contractor represents that it's an independent contractor and not an employee of JAXPORT, nor are any of Contractor's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Contractor is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Contractor will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Contractor.

F. The Contractor will designate in writing a qualified person(s) to act as its representative. The Contractor's Representatives(s) will have authority to act for the Contractor in all matters covered by this Contract. The Contractor's Representative(s) will be authorized to submit written estimates and any changes to these estimates, make joint inspections with JAXPORT Inspector at completion of the job and to provide detailed information on hours of labor to be charged and lists of material used on jobs, and will be available to meet with JAXPORT during the working hours of JAXPORT.

G. The Contractor will comply with all provisions of the Contract, and will not commence any additional work without submitting a written estimate of charges to the designated JAXPORT Inspector. All charges over this estimate must be preapproved, in writing, by JAXPORT Inspector, or payment will only be made for only the original estimated amount.

H. The Contractor will have a competent working supervisor on the job at all times when services are being performed, either the Contractor's Representative or another qualified person with full authority from the Contractor and who is satisfactory to JAXPORT. All supervisors must be thoroughly familiar with the Contract terms.

I. All employees, supervisors, subcontractors and support personnel employed by the Contractor will be competent, trustworthy and properly trained and at least one person of each crew sent to the site must be a Journeyman that speaks English and have 5 year's experience. The Contractor and its employees will be required to comply with all the applicable regulations of JAXPORT. JAXPORT will require the Contractor to remove from JAXPORT property all employees deemed careless, incompetent, or otherwise objectionable and/or detrimental to JAXPORT'S interests.

J. All company owned vehicles used by contractor will have the company's name/logo clearly visible and permanently affixed to the vehicle.

K. The successful contractor will be required to secure individual JAXPORT identification and Transportation Worker Identification Card (TWIC) badges for journeyman and helper responsible for servicing all locations listed on "Attachment No. 1" and for the designated Contractor's Representative. The JAXPORT Badge is issued at no cost, and must be renewed annually.

2.08 RESPONSIBILITIES OF JAXPORT

A. At the post award conference, JAXPORT will provide a list of personnel, with phone numbers, who are designated as JAXPORT Inspectors for this Contract. The list will be updated as necessary.

B. JAXPORT will promptly notify the Contractor, or its designated representative(s), of any problem encountered during the Contract term and will arrange for a meeting to resolve issues.

C. JAXPORT will provide timely processing of Contractor's invoices, if all the terms of the Contract have been met. In cases where Contract procedures were not followed, every attempt will be made to reach an agreement acceptable to both parties, but JAXPORT will not be liable for costs billed by the Contractor in violation of Contract terms.

2.09 SECURITY IMPLEMENTATION PROCEDURE

JAXPORT's rigid security standards include the Federal Transportation Worker Identification Credential (TWIC) program, which is administered by the Transportation Security Administration. The TWIC is required for unescorted access to all JAXPORT terminals. It is your responsibility as the Prime Contractor to ensure that all of your employees and sub-contract personnel working for your company have been properly screened and credentialed with the TWIC, and the JAXPORT Business Purpose Credential.

Transportation Worker Identification Credential (TWIC)

The TWIC is required for all Prime Contractor/Sub-Contractor employees working on the job site for this Contract. This credential is for all personnel requiring unescorted access to secure-restricted areas of Maritime Transportation Security Act (MTSA)-regulated facilities. TSA will issue a tamper-resistant "Smart Card" containing the person's biometric (fingerprint template) to allow for a positive link between the card and the individual.

The fee for obtaining each TWIC® is $125.25, and the credential is valid for five years. The pre-enrollment process can be initiated online at https://universalenroll.dhs.gov/ or at a IdentoGo TSA's Universal Enrollment Service Center.

TWIC: Universal Enrollment Centers

The Jacksonville Universal Enrollment Center is located at: 12400 Yellow Bluff Road, Suite 202, Jacksonville, FL 32226. The office hours are Monday-Friday: 08:00 AM –1:00PM / 1:30PM- 4:00 PM, Note: There is no semi-trailer parking available at this Enrollment Center. For general information you can call the TWIC Call Center at 1-855-347-8371, Monday-Friday, 8 a.m. to 10 p.m. Eastern Time.

JAXPORT Business Purpose Credential

In addition to the TWIC, JAXPORT requires a JAXPORT Business Purpose Credential to be issued and registered at JAXPORT's Access Control Center located at the 9820 Dave Rawls Blvd. Jacksonville Fl. 32226 (Brick Building next to the Main Gate concourse). Hours of operation are Monday-Friday 7:30AM-4:30PM. The JAXPORT Business Purpose Credential is issued at no cost but expires at the end of the contract provisions.

The JAXPORT prime contractor is responsible for sponsoring all sub-contractors for the JAXPORT Business Purpose Credential.

Federal Training Requirement: (33CFR 105.215) Maritime Security Awareness Training

JAXPORT is a federally regulated facility under the Maritime Transportation Security Act of 2002 (MTSA) as codified under the US Code of Federal Regulation 33 CFR Chapter 1, Subchapter H Part 105.

33 CFR 105.215-Security training for all other facility personnel. All other facility personnel, including contractors, whether part-time, full-time, temporary, or permanent, must have knowledge of Maritime security measures and relevant aspects of the TWIC program, through training or equivalent job experience.

To meet the requirements of 33 CFR 105.215; the Prime Contractor/Sub-Contractor employees and all support personnel: Engineers, Suppliers, Truck Drivers, Laborers, Delivery persons etc. (NO EXCEPTIONS) are required to attend JAXPORT's Maritime Security Training given every Tuesday (10am, 2pm & 5pm) at JAXPORT's Access Control Building. Contact the JAXPORT Access Control Center to arrange for the training. JAXPORT will work with Contractors to conduct timely Maritime Security Training classes for larger groups.

All Prime Contractor/Sub-Contractor employees working on the job site for JAXPORT are required to attend JAXPORT's 33 CFR 105.215 (Security/Safety Training for All Other Facility Personnel) class at a cost of $35.00 per person. Arraignments can be made by calling JAXPORT Access Control Phone# (904) 357-3344.

TWIC Escort Provisions

To ensure contractors can begin work after they receive a Notice to Proceed, JAXPORT will allow prime contractors to have dedicated employee TWIC Escort(s) to handle those contractor employees who have not yet received their TWIC. **Contractor escorts will be required to purchase and wear a JAXPORT specifically approved ANSI Safety Vest (Blue). Contractor employees under escort must be in possession of a TWIC receipt and wear a JAXPORT specifically ANSI Safety Vest (Orange). The cost of the vest(s) is $20.00 each and may be purchased at JAXPORT's Access Control Office.**
JAXPORT Approved TWIC Escort Vests:

ML KISHIGO Brilliant Series-Orange X Back
https://mlkishigo.com/product/x-back-vest-1530-1531/

FULLSOURCE ERB S340-Blue
https://www.fullsource.com/search/?keywords=erb%20s340%20-%20blue

Contractor deliveries from Non-TWIC vendors may be escorted by JAXPORT approved Prime Contractor escorts. The prime contractor will be required to submit a request for TWIC Escort privileges to accesscontrol@jaxport.com . Once approved, the contractor's employee(s) will attend a JAXPORT provided MTSA TWIC Escort Class in addition to the standard MTSA 33 CFR 105.215 Security Class at a combined cost of $55.00. These authorized individual(s) must have no collateral duties that will separate the escort from the escorted visitor while serving as escort. Note - Limitations to the number of TWIC Escort authorizations will be set by the JAXPORT Public Safety Department.
Truck drivers, vendors, labor may not conduct escorts.

A Contractor authorized by JAXPORT to conduct an escort of a non-TWIC holder in a restricted area must have:

- Successfully completed MTSA 33 CFR 105.215 Security/ Escort Class at $55.00
- Have a valid TWIC on their person
- Have an approved JAXPORT TWIC ESCORT credential on their person
- Have a tamper-resistant laminated government issued photo identification card on their person.

TWIC Escorts must complete the JAXPORT TWIC Escort Form daily before getting to the access gate. The form will be kept on file at the JAXPORT Security Operations Center (SOC).

The Prime Contractor assumes full liability for the escorted person(s) while on JAXPORT property. The person under escort must have a continuous side by side escort in a secure-restricted area. Federally (USCG / TSA) imposed fines and or consequential damages resulting from a failed TWIC Escort by the Prime or Sub-contractor will be the responsibility of the JAXPORT Prime Contractor regardless of whether it is a direct employee.

Federal regulation definition: 33.CFR 101.105

Escorting means: ensuring that the escorted individual is continuously accompanied while within a secure area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those for which escorted access was granted. This may be accomplished via having side-by-side companion or monitoring, depending upon where the escorted individual will be granted access. Individuals without TWIC may not enter restricted areas without having an individual who holds a TWIC as a side-by-side companion.

JAXPORT TWIC ESCORTS

JAXPORT may provide TWIC escorts with advanced notice (Minimum 24 hours).
After review of the Contractors operation; JAXPORT will decide the number of escorts required to meet the federal regulation ratios of TWIC escort per non TWIC worker. This will be based on operational requirements.

JAXPORT TWIC Escort Tariff Fees: $125.00 first two hours; $50.00 every hour thereafter.

Examples:
1. $ 425.00 for one escort for an 8 hour day (=3 TWIC Credentials)
2. $2,125.00 for one escort for 5 days @ 8 hour days (=16 TWIC Credentials)

NOTE:

- All persons entering JAXPORT under TWIC Escort are required to have a tamper-resistant laminated government issued photo identification card on their person. The Identification Card must meet the USCG MTSA standards of 33 CFR 101.515. (State issued paper temporary drivers licenses are not acceptable identification).

- Any violations of the JAXPORT USCG approved Facility Security Plans will result in a Security Violation Hearing and be subject to temporary or permanent denial of access onto JAXPORT Terminals or ability to TWIC Escort.

2.10 PAYMENT

A. All invoices will reference the **Contract Number** 19-03. An original and one copy will be emailed to:

accounts.payable@jaxport.com

or mail to:

Jacksonville Port Authority
ATTN: Accounts Payable
P.O. Box 3005
Jacksonville, FL 32206-3496

B. Invoices will be processed following normal JAXPORT payment procedures, which are 30 days net after receipt of an approved invoice. Special or early payments will not be authorized.

C. All invoices must include the documents, signatures etc. specified in Article IV and Article II Paragraph 2.07(G). Failure to submit all required documents will delay payment.

D. Invoices for hourly compensation will clearly show the Contractor's employee name and exact time service was performed. The work sheet will be signed by JAXPORT Inspector upon commencement and completion of the job and at the start and end of each workday for multi-day work. **A priced invoice will be provided to JAXPORT Inspector within ten (10) days after completion of the job.** Hourly rates start at the time the Contractor signs in with JAXPORT inspector and ends when Contractor signs out with JAXPORT inspector. No mileage rate/truck charge or fuel surcharge is authorized. No payment will be made for non-work time (breaks, lunches, etc.). **JAXPORT facilities are not available for use during this time.** Contractor is expected to use appropriate labor for the type of service being performed.

2.11 PERMITS AND LICENSES

Work permits and all licenses necessary to carry out the work will be secured and paid for by the Contractor and remain in effect throughout the duration of the Contract. **All journeyman licenses must be maintained for the entire term of the Contract and will be subject to review by JAXPORT at any time.** If the Contractor allows unlicensed personnel to perform work on JAXPORT facilities, the Contract will be terminated immediately.

2.12 JAXPORT'S RIGHT TO TERMINATE CONTRACT

A. This CONTRACT may be terminated by JAXPORT, with or without cause, upon thirty (30) days' notice according to this clause whenever JAXPORT may determine that such termination is in the best interest of JAXPORT. Such termination will be effected by written notice to the Proposer stating the date upon which such termination becomes effective. JAXPORT will also have the authority to order that all work under this CONTRACT be suspended until the effective date of the termination.

B. JAXPORT will also have the authority to order that all work under this CONTRACT be suspended until the effective date of the 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 JAXPORT may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JAXPORT.

C. This CONTRACT is always subject to availability of lawfully appropriated funds.

D. Upon receipt of a notice of termination the Proposer will notify any sub proposers.

E. JAXPORT 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.

2.13 TERMINATION FOR DEFAULT

JAXPORT may give the Company written notice to discontinue all Work under the Contract in the event that:

(1) The Company assigns or subcontracts the Work without prior written permission;

(2) Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;

(3) A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);

(4) The Company makes an assignment for the benefit of creditors;

(5) The Company suspends the operation of a substantial portion of its business;

(6) 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;

(7) 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.

(8) The Company attempts to willfully impose upon JAXPORT items or workmanship that are, in JAXPORT's sole opinion, defective or of unacceptable quality.

(9) The Company breaches any of the representations or warranties;

(10) The Company is determined, in JAXPORT's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JAXPORT;

(11) Any material change in the financial or business condition of the Company.

If, within five (5) days after service of such notice upon the Company, an arrangement satisfactory to JAXPORT has not been made by the Company for continuance of the Work, then JAXPORT may declare Company to be in default of the Contract. Once Company is declared to be in default, JAXPORT 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 shall pay the amount of such excess to JAXPORT upon notice of the expenses from JAXPORT. JAXPORT 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. JAXPORT will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JAXPORT'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 JAXPORT. In such a case, JAXPORT may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JAXPORT 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. JAXPORT 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.

2.14 ASSIGNMENT

Due to the additional administrative burden placed on JAXPORT, the Contractor will not assign or otherwise transfer its rights under the Contract, without the express written consent of JAXPORT's Contracting Officer.

2.15 SUBCONTRACTS

The Contractor will, as soon as practicable after signing the Contract, notify JAXPORT in writing of the names of any subcontractors proposed for the work. No subcontractors will be employed until they are approved in writing by JAXPORT. The Contractor is as fully responsible to JAXPORT for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Contract Documents creates any contractual relation between any subcontractors and JAXPORT.

2.16 CHANGES IN PERSONNEL

The Contractor will notify JAXPORT inspector in writing, prior to affecting a personal change concerning the professional personnel assigned to this contract. JAXPORT reserves the right to reject any personnel assigned to perform work under this contract.

2.17 PERFORMANCE BOND – *Not Required*

2.18 FORCE MAJEURE

A. Performance of this Contract by both JAXPORT and the Contractor will be pursued with due diligence in all requirements hereof; however, neither JAXPORT nor the Contractor will be considered in default in the performance of its obligations under this Contract to the extent that such performance is prevented or delayed by causes not within the control of either Party and not foreseeable or, if foreseeable cannot be avoided by the exercise of reasonable care, including, but not limited to, act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; riot; insurrection; inability to secure approval, validation or sale of bonds; inability to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; floods; strikes; lockouts; or collective bargaining. Upon any delay resulting from such cause the time for performance of each Party hereunder (including the payment of monies if such event prevents payment) will be extended for a period necessary to overcome the effect of such delays.

B. In case of any delay or nonperformance caused by the above causes, the Party effected will promptly notify the other in writing of the nature, cause, date of commencement and the anticipated extent of such delay, and will indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be affected by that.

ARTICLE III
PROPOSAL FORM

PROPOSER'S COMPANY NAME:_____

BEFORE COMPLETING THIS FORM, ALL PROPOSERS SHOULD READ THE FOLLOWING INSTRUCTIONS CAREFULLY AND BE SURE THEY PREPARE THEIR PROPOSALS ACCORDINGLY. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE PROPOSAL OR MAY RESULT IN ANOTHER COMPANY BEING AWARDED THE CONTRACT.

Hourly rates should be entered for each category of employee (Journeyman or Helper) separately. These titles are intended to denote two levels of employees, not specific job titles, with a journeyman representing the most qualified or the individual licensed to perform the work, and the helper reflecting a non-professional employee. When listing hourly rates, do not combine the two employees, even if normal practice is to send out both employees on all calls. JAXPORT may not authorize payment for two individuals, depending on the nature of the work required.

Percentage markup on materials will be calculated on an add-on method. For example, cost of material multiplied by the percentage plus the cost would be the cost charged to JAXPORT. On the line of the proposal form, enter a percentage figure (i.e. 10%).

The undersigned proposes to furnish labor and materials to perform PLUMBING MAINTENANCE AND REPAIR SERVICES on as required for a period of three (3) years in accordance with the Scope of Work detailed in Article IV of this proposal, at the following prices:

FIRST YEAR OF SERVICE

Labor/Journeyman
Straight time hourly rate: $_____ Overtime hourly rate: $_____

Labor/Helper
Straight time hourly rate: $_____ Overtime hourly rate: $_____

Materials Percentage markup on invoiced materials used on job: _____%

SECOND YEAR OF SERVICE

Labor/Journeyman
Straight time hourly rate: $_____ Overtime hourly rate: $_____

Labor/Helper
Straight time hourly rate: $_____ Overtime hourly rate: $_____

Materials Percentage markup on invoiced materials used on job: _____%

THIRD YEAR OF SERVICE

Labor/Journeyman
Straight time hourly rate: $_____ Overtime hourly rate: $_____

Labor/Helper
Straight time hourly rate: $_____ Overtime hourly rate: $_____

Materials Percentage markup on invoiced materials used on job: _____%

RATES SCHEDULE

Hourly rate starts when Contractor reaches JAXPORT property and ends when Contractor leaves JAXPORT property. No mileage rate/truck charge will be authorized.

Rates will apply to all years of service: Straight time will be between 8:00A.M. and 5:00P.M. Monday through Friday. Overtime rates will apply after 5:00P.M. Monday through Friday, and all weekends and these holidays: Christmas, New Year's, Memorial Day, July 4th, Labor Day and Thanksgiving.

This offer is good for ninety days from the limitation date set for receiving proposals. The undersigned further certifies that the attached proposal is submitted independently of any other proposal or proposal, and that this proposer has no interest, directly or indirectly, in any other proposal or proposal for said item(s) and that this proposer will not receive any commission or any sum whatsoever, directly or indirectly, on the sale of said item(s) in the event some other person, association firm or corporation should be declared low proposer or awarded the contract or sale for said item(s).

_____ _____ _____
Company Name Signature (Authorized Agent) Date

ACCEPTANCE OF MATERIAL: The material delivered under this contract shall remain the property of the seller until a physical inspection and actual usage of this material is made and therefore accepted to the satisfaction of JAXPORT. IN THE EVENT THAT THE MATERIAL SUPPLIED TO JAXPORT IS FOUND TO BE DEFECTIVE OR DOES NOT CONFORM TO SPECIFICATIONS, JAXPORT RESERVES THE RIGHT TO CANCEL THE ORDER UPON WRITTEN NOTICE TO THE SELLER AND RETURN THE PRODUCT(S) TO THE SELLER AT THE SELLER'S EXPENSE.

OUTSIDE ESTIMATES: JAXPORT reserves the right to obtain an outside estimate for jobs, or to have the work performed outside of this contract when it is in the best interest of the Jacksonville Port Authority.

BASIS OF AWARD: JAXPORT reserves the right to award this Contract to the Proposer submitting the most responsive and responsible proposal that, when evaluated, is deemed to be in the best interest of JAXPORT. JAXPORT will be the sole judge of which proposal is ultimately determined to be in its best interest and JAXPORT'S decision will be final. Only those proposals received in a timely manner from proposers who can provide evidence that they are fully competent, have the requisite experience, organizational and financial capabilities will be considered. JAXPORT reserves the right to accept or reject any or all proposals. JAXPORT assumes no obligation or commitment to make an award to any person or firm submitting a proposal.

PROPOSER'S ACKNOWLEDGMENT

I hereby acknowledge, as Proposer's authorized agent, that I have fully read and understand all terms and conditions as set forth in this Proposal, I have met the minimum requirements **(See Article I, Paragraph 1.10)**, and will fully comply with such terms and conditions.

Date: 1-3-2019

Company Name: _____

Authorized Agent's Name: North B. Turner

Title: President

Authorized Agent's Email Address: _____

Proposer is a (check one) : ✓ Corporation ____ Partnership ____ Individual

Federal Identification Number: 59-1162250

Remittance Address: 1903

_____

Telephone Number: 904-396-7044 Fax Number: 904 396-7046

The following items must be submitted with the Proposal Form:

✓ (1) Proposal Form Article III (with prices for three years); ✓

(2) Copy of Occupational License for past three years; ✓

(3) Copy of current State of Florida Certificate of Competency; ✓

(4) List of customer references (minimum (3) three references), showing type of equipment serviced, contact name, email address and telephone number;

(5) Describe commercial/industrial experience in Maintenance and Repair of similar equipment as JAXPORT and number of years' experience;

(6) Provide list of Journeyman that will be assigned to JAXPORT along with description of their training, number of years of experience and pertinent certifications;

(7) Provide number of company owned service trucks, to include year, make, and model, normally in daily use.

(8) Acknowledgment of Addendums Form *(if any)*; ✓

(9) Conflict of Interest Statement (Exhibit A); ✓

(10) Sworn Statement on Public Entity Crimes (Exhibit B); ✓

(11) E-Verify Employment Acknowledgement Forms (Exhibit C). ✓

Failure to submit these documents may be grounds for rejection of RFP

Prior to start of work, CONTRACTOR must furnish the following documents:

- Proof of required insurance coverage as listed in Article II Paragraph 2.06.

ARTICLE IV
SCOPE OF WORK

4.01 SCOPE OF WORK

Furnish all supervision, labor, material and equipment to complete PLUMBING MAINTENANCE AND REPAIR SERVICES for Talleyrand Marine Terminal, Blount Island Marine Terminal, Dames Point Marine Terminal, Security Operations Center and Port Central office Building of the Jacksonville Port Authority. All work must conform to all applicable city and county codes.

All maintenance done and repairs will include a written report of inspection, completed on standard industry forms, with one copy given to the designated JAXPORT inspector before payment will be authorized for work done. For any inspections that result in a report of unsafe condition that needs immediate attention to protect JAXPORT property or personnel, an additional copy will be forwarded immediately to the JAXPORT Risk Manager, via the JAXPORT Contract Officer. This contract covers existing equipment; and projects to repair and maintain new equipment that replaces existing equipment (that does not exceed $25,000.00 in total); purchase or installation of new equipment may be awarded to other Contractors, and thereafter will be covered under this contract.

4.02 CERTIFICATION/CONTRACTOR QUALIFICATIONS

Proposer must be a qualified and licensed Contractor and have current experience in providing the types of services required under this contract. All journeyman and service repairmen working under this contract must have current State of Florida certificate of competency, and licensed in the City of Jacksonville and Duval County Florida. **Evidence of certification must be presented at the time of proposal opening and if not contained with the proposal forms, the proposal may be rejected.**

4.03 RESPONSE TIME

The Contractor will respond within one (1) hour of the time service call is placed to the Contractor's designated phone number and will dispatch a Service Technician within two (2) hours of the time the service call is placed. Failure to do so may result in termination of the contract due to non-performance, unless a designated JAXPORT Inspector has waived the requirement due to extenuating circumstances. JAXPORT reserves the right to call another vendor if the awarded vendor fails to respond timely.

4.04 DOCUMENTATION/APPROVAL OF WORK

All payments for labor and material will be based upon a service/repair order detailing the work completed, material used and hours worked. The service/repair order will be furnished by the Contractor, will include the exact hours of service and will be signed/approved by JAXPORT Inspector upon commencement and completion of the job and at the start and end of each workday for multi-day work. **One copy of the approved service/repair order will be left with JAXPORT Inspector at the time of approval and a priced invoice will be given within ten (10) days after completion of the job**. All final invoicing will be based upon and include copies of the signed service/repair order for each service call or work period and will reference the Contract No.19-03.

4.05 CONTRACTOR TO BE RESPONSIBLE FOR PROPERTY

The Contractor will be responsible for any damage or loss (including theft) of property of JAXPORT, or its tenants, caused by the Contractor's employees.

4.06 MATERIALS USED

At the time the Contractor's representative is preparing an estimate of the job, a required parts list will be given to JAXPORT Inspector, who will advise what material will be furnished by JAXPORT for that job. Any other material furnished by the Contractor will have a percentage markup, as included in the contract. Invoices for the material will be submitted with the service/repair order for approval when the job is completed. Material invoices are subject to comparative shopping by JAXPORT and if excessive differences are found the Contractor's invoice may be reduced.

4.07 EQUIPMENT RENTAL

Costs for equipment rentals by the Contractor must be approved by JAXPORT Inspector prior to rental. For equipment picked up and brought to the job site by the Contractor, a markup of 7% of the invoice (excluding sales tax) will be allowed. **No markup will be allowed on equipment delivered or picked up from the job site by the rental company. No equipment rental will be reimbursed unless the JAXPORT inspector has approved the rental in advance.** JAXPORT reserves the right to either provide JAXPORT equipment or to obtain the equipment itself.

4.08 HOURS OF SERVICE AND OVERTIME

Straight time will be between 8:00 a.m. and 5:00 p.m. Monday through Friday. Overtime rates will apply after 5:00 p.m. Monday through Friday and all weekends including these holidays: Christmas, New Years, Memorial Day, July 4th, Labor Day and Thanksgiving. JAXPORT Inspector will advise the Contractor at the time the service call is placed whether overtime will be authorized.

4.09 JAXPORT RIGHT TO MAKE REPAIRS

JAXPORT retains the right to make repairs to equipment as it determines is in its best interest. This will include repairs performed by JAXPORT employees or by other Contractors.

4.10 INSPECTION OF EQUIPMENT/FACILITIES

Proposers are encouraged to familiarize themselves with the equipment/facilities before submitting proposals. An OPTIONAL Site Visit of the JAXPORT Port Central Office Building (PCOB) location "only" will be held immediately following the 10:00AM(EST) Pre-Proposal meeting on TUESDAY, DECEMBER 18, 2018.

4.11 SUPPLIER PERFORMANCE/CONTRACT MANAGEMENT

In an effort to improve supplier performance, ensure high quality service and products from suppliers and proactively monitor performance so that JAXPORT'S needs and expectations are being met, JAXPORT is instituting a Supplier Performance Evaluation Program.

Overview
To establish a uniform and simple means of evaluating supplier performance, the Supplier Performance Evaluation program includes the use of a Supplier Evaluation Form. Formally awarded, competitive contracts for services, supplies, equipment, construction, capital projects and construction related professional services shall be evaluated using this form. For informal awarded purchase orders where the end-user of the contract should reasonable foresee that poor supplier performance would create significant business risk for JAXPORT, this program shall also apply.

Objectives
The Supplier Performance Evaluation Form will support JAXPORT'S purchasing goals which include: To obtain the highest quality of goods and services for the smallest outlay of dollars, and to provide a fair and level playing field for all businesses.

The Supplier Performance Evaluation Program is intended to accomplish the following goals:

- Drive suppliers to continuously improve performance
- Provide on-going incentive for suppliers to perform well and penalties for poor performance
- Standardize approach for documenting supplier performance
- Increasingly hold suppliers accountable for their work
- Increase communication with suppliers regarding performance
- Ensure clarity of expectations regarding vendor performance

Contract Quality Evaluator (CQE)

For every contract which JAXPORT enters into, the respective Department's Director will designate an employee to be responsible for the evaluation of the supplier's performance under the contract. This function is called contract quality evaluation and the individual performing the role is the CQE. Functions of the CQE include assisting the supplier in beginning work in an effective manner, inspecting the supplier's work, handling issues resulting from work, approving invoices and evaluating supplier performance.

Frequency of Inspections and Evaluations

Determining inspection and completion of Performance Evaluation Form is an important decision for CQE's. Generally, the higher the risk to JAXPORT, the more frequent and thorough the inspections should be. Where risk of poor performance is low, inspections could be less; however, these should always result in the completion of a Performance Evaluation Form. CQE's should never hesitate to seek guidance from the Manager of Procurement or Procurement Staff.

If inspections determine that a supplier is performing poorly, it is critical that the CQE prepare a Performance Evaluation Form documenting such performance in detail and provide the supplier with a copy of such form as soon as possible. The CQE should document results of inspections on the Performance Evaluation Form and the comments should be clear enough so that they may be referred to at a later time without any question as that what they mean. Completed Performance Evaluation Forms should be sent to the attention of the Procurement Manager or his/her designee so that a Deficient Performance Letter may be issued to the supplier.

Unacceptable Performance

Actions: The CQE's will notify Procurement via the Performance Evaluation Forms that the supplier's performance has been unacceptable. Procurement will then notify in writing via a deficient performing letter informing the supplier that its performance has been rated as unacceptable. The supplier shall have ten (10) days to respond to the letter and such response shall include specific actions that the supplier will take to bring the supplier's performance up-to an acceptable performance level.

Within thirty (30) days from date of the first unacceptable performance letter, or before the project is scheduled for completion, JAXPORT will notify the supplier in writing as to whether its performance, as determined solely by JAXPORT, is meeting expectations or is continuing to be unacceptable. If the supplier's performance as described in the letter is meeting expectations, no further remedial action will be required by the supplier, as long as the supplier's performance continues to be acceptable.

If the supplier's performance as described in the first letter continues to be unacceptable, or is inconsistently acceptable then the supplier shall have fifteen (15) days from the second letter to demonstrate solely through its performance of the work, that it has achieved acceptable performance. If the supplier's performance is deemed unacceptable after a third time, JAXPORT will take such actions as it deems appropriate including, but not limited to, terminating the contract for breach, suspending the supplier from bidding on any JAXPORT related solicitations and other remedies available in the Procurement Code and in law. Such action does not relieve the supplier of its obligations under the contract, nor does it preclude an earlier termination.

Top Performance
Actions: When the supplier demonstrates consistent Top Performance for a period of no less than six months, JAXPORT will recognize the supplier, by naming the supplier as a supplier of the quarter. Such recognition will be used in future bid evaluations and due preference will be given.

Disputes
If the supplier wants to dispute the results of Performance Evaluation Forms, the supplier must submit a letter to the Director of Procurement providing supplemental information that it believes the JAXPORT CQE's failed to take into account when preparing the Performance Evaluation Forms. Such letter, along with supplemental information, must be submitted no later than ten (10) days following the supplier's receipt of any notice of unacceptable performance. If the Director of Procurement decides to change the evaluation to acceptable performance, the supplier will be notified and a revised letter of performance will be prepared with a copy issued to the CQE and their respective Director. If the Director of Procurement decides that no change is warranted, the decision of the Director will be final.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PERFORMANCE EVALUATION FORM

Weekly _____ Monthly _____ Quarterly _____ As Needed _____

Contract No./Purchase Order No. _____ Supplier Name: _____

Date Service Provided: _____ Total Cost of Project: _____

1). **Timeliness:** Measure of how well the supplier adheres to schedule, and meets due dates. ***(Check One)***

- ☐ Rarely or Inconsistently on Schedule: Few or no milestones met, little or no sense of urgency, little or no use of schedules or a scheduling process, more than 10% to 20% behind schedule and delay is attributable to supplier's performance
- ☐ Usually on Schedule: Demonstrated sense of urgency and commitment to schedule, less than 10% over or under schedule, no portion of delay is attributable to supplier's performance, regularly uses schedules to plan work and communicate progress.
- ☐ Consistently on Schedule: Proactive in identifying schedule related issues. Scheduling and planning processes are formalized, 10% ahead of schedule, meets all major milestones.

2). **Quality of Workmanship:** Measure of the craft skills, knowledge, and dedication to quality work. ***(Check One)***

- ☐ Poor Workmanship/Needs Improvement: Some significant rework required. Workers do not understand the work nor take any sense of pride in work output. Workers looked for opportunities to just get the job done.
- ☐ Good Workmanship: Demonstrated experience in the craft is shown by all workers. Good regard to delivering a quality project. little rework required none of it significant.
- ☐ Very Good Workmanship: Demonstrated a relentless drive to deliver a quality project, within budget constraints and on time. Demonstrated an unusually high level of understanding and skill in executing the work. No rework required.

3). **Quality of Materials and Equipment:** Measure of the technical understanding of materials and equipment installed and dedication of proper selection and handling of materials and equipment. ***(Check One)***

- ☐ Poor Usage/Needs Improvement: Little care is demonstrated in the selection, transport, or storage of materials or equipment. Materials or equipment did not meet specifications and was unacceptable. Significant rework was required to fix project.
- ☐ Good Usage: Good care was demonstrated in the selection, transport and storage of material and equipment. Installed materials and equipment to specifications, No material or equipment quality issues were noticed.
- ☐ Very Good Usage: Overall quality of materials and equipment significantly enhanced installation or completion of the project. Product exceeded specifications on several significant measures. Supplier demonstrated exceptional technical knowledge of materials and equipment installed.

4). **Contract Administration:** Measure of how well supplier managed the administrative processes associated with providing the service. ***(Check One)***

- ☐ Poor Administration/Needs Improvement: Inconsistently produces required paperwork on time. Invoice accuracy needs improvement. Little or no documented status reporting.
- ☐ Good Administration: Usually produces required paperwork including accurate invoices and reports in a timely manner. Rarely are invoice inaccuracies found.

☐ Very Good Administration: Always produces required paperwork including accurate invoices and reports in a timely manner. Invoices and reports always accurate, timely and useful. Aggressively finds and implements process improvement designed to improve contract administration.

5). **Customer Service:** Measure of how well supplier prevents customer complaints and responds to complaints in the event they occur. ***(Check One)***

☐ Poor Customer Service/Needs Improvement: Ineffective or untimely response to customer issues. Little or no action taken to prevent customer related issues. Required upper management to get involved in resolution.

☐ Good Customer Service: Effective and timely actions taken to prevent customer related issues. Effective and timely communications with customer and only a few minor customer complaints received.

☐ Very Good Customer Service: Proactive and very effective actions taken to prevent customer related issues.

☐ Formalized processes for providing exceptional care of JAXPORT'S customers.

Comments: _____

_____

_____

_____

_____

_____

_____

Submitted By: _____ Date: _____

ATTACHMENT NO. 1

TYPES OF PLUMBING EQUIPMENT TO BE MAINTAINED AND REPAIRED

1. All water lines (includes mains up to 12")
2. All sewer line repairs, replacement, clearing, cleaning, high velocity water jetting
3. Lift stations (submersible and above ground)
4. Sewer vent stacks
5. Backflow Preventers (Certified inspector required)
6. Wells (shallow and deep)
7. Existing restroom facilities
8. Breakroom areas
9. Kitchenettes
10. Water treatment systems
11. Oil water separator stoppages
12. Pump outs

MAIN ADDRESS LOCATIONS – *(service will be "as needed" at various areas of JAXPORT):*

1. Talleyrand Marine Terminal (TMT), 2064 East 11TH Street, 32206
2. Blount Island Marine Terminal (BIMT), 5945 Williams Mills Street, 32226
3. Dames Point Cruise Terminal (DPCT), 9810 August Drive, 32226
4. Security Operations Center (SOC), 9530 New Berlin Court, 32226
5. Port Central Office Building (PCOB), 2831 Talleyrand Avenue, 32206

JAXPORT reserves the right to add, change or delete equipment/locations as necessary.

ATTACHMENT NO. 2

	EVALUATION MATRIX	Maximum Allowable Points
1.	Proposed First Year Rates for Journeyman/Helper (Combined) • Scoring: Points assigned in ratio to lowest proposed price	40
2.	Proposed Material Mark-up Percentage • Scoring: Points assigned in ratio to lowest proposed price	20
3.	Proposer's Experience with industrial/commercial PLUMBING MAINTENANCE AND REPAIR SERVICES and facilities similar in size to JAXPORT. • Scoring: 8+ years ..... 15 points 5-7 years .....10 points	15
4.	Qualifications of Journeymen to be assigned to JAXPORT • Scoring: 6+ years ..... 10 points 3-5 years ..... 7 points 1-3 years ..... 5 points	10
5.	Experience of Journeymen to be assigned to JAXPORT • Scoring: 6+ years ..... 10 points 3-5 years ..... 7 points 1-3 years ..... 5 points	10
6.	Number of service trucks owned by company and age of trucks • Scoring – number and age of truck(s): 6 + trucks ... 2.5 points — < 3 years old ..... 2.5 points 3-5 trucks ... 1.5 points — > 3 but < 5 years old ... 1.5 points 1-3 trucks ... .5 points — > 5 years old ..... .5 points	5
	TOTAL MAXIMUM POINTS	**100**

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid/proposal.

SECTION I

I hereby certify that no official or employee of JAXPORT requiring the goods or services described in these specifications has a material financial interest in this company.

_____	_____
Signature	Company Name
_____	_____
Name of Official (type or print)	Business Address
	_____
	City, State, Zip Code

SECTION II

I hereby certify that the following named JAXPORT official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the JAXPORT Office of the Executive Director, 2831 Talleyrand Ave., Jacksonville, Florida 32206, prior to the time of bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____

_____	_____
Signature	Company Name
_____	_____
Print Name of Certifying Official	Business Address
	_____
	City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

JAXPORT requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position/Relationship with Bidder _____

EXHIBIT B

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing

this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes,** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes,** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes,** means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes,** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or

services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

_____
(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed
(name of individual signing)

his/her signature in the space provided above on this _____ day of _____, 20_____.

_____
NOTARY PUBLIC

My commission expires:

EXHIBIT C

ACKNOWLEDGEMENT AND ACCEPTANCE OF E-VERIFY COMPLIANCE

E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

In accordance with the Governor of Florida, Executive Order Number 11-02 (Verification of Employment Status), whereas, Federal law requires employers to employ only individuals eligible to work in the United States; and whereas, the Department of Homeland Security's E-Verify system allows employers to quickly verify in an efficient and cost effective manner:

The Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract. Contractors must include in all subcontracts the requirement that all subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Contractor further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

By signing below, I acknowledge that I have reviewed, accept and will comply with the regulations pertaining to the E-Verify program.

Company Name | Name of Official *(Please Print)*

Signature of Principal | Title | Date

AGREEMENT
FOR
PLUMBING MAINTENANCE AND REPAIR SERVICES
BETWEEN
JACKSONVILLE PORT AUTHORITY
AND
TURNER PLUMBING COMPANY, INC.

THIS AGREEMENT FOR **PLUMBING MAINTENANCE AND REPAIR SERVICES** ("AGREEMENT") is made and entered into this 18th day of March, 2019 by and between the **JACKSONVILLE PORT AUTHORITY**, a body politic and corporate created and existing under Chapter 319-2001, Laws of Florida, as amended, hereinafter referred to as "**JAXPORT**", and **TURNER PLUMBING COMPANY, INC.**, a corporation licensed to do business in the State of Florida, hereinafter referred to as "**TURNER PLUMBING**" and is based on the following facts:

A. **JAXPORT** issued its Request for Proposal No. **19-03** in order to procure a firm, qualified and interested in providing **PLUMBING MAINTENANCE AND REPAIR SERVICES** for the Jacksonville Port Authority.

B. **TURNER PLUMBING submitted** its Proposal to **JAXPORT** representing that it is capable of providing the necessary services as contemplated by **JAXPORT's** Request for Proposal No. **19-03**.

C. **TURNER PLUMBING has** been selected by **JAXPORT** as the most qualified to provide the requested services and **JAXPORT** and **TURNER PLUMBING** have now reached an understanding with each other regarding the services to be performed, the terms and conditions governing such performance, the compensation to be paid for such services, and consequently desire to set forth their understanding in the form of a written agreement.

IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1
ENGAGEMENT

JAXPORT hereby engages **TURNER PLUMBING and TURNER PLUMBING** hereby accepts this engagement and agrees to provide **PLUMBING MAINTENANCE AND REPAIR SERVICES**, according to the provisions, terms and conditions of Request for Proposal No. **19-03**.

ARTICLE 2
SCOPE OF WORK

TURNER PLUMBING shall provide **PLUMBING MAINTENANCE AND REPAIR SERVICES** in accordance with **JAXPORT's** Request for Proposal No. **19-03** and in accordance with **TURNER PLUMBING Proposal** (the "PROPOSAL") to **JAXPORT** dated **JANUARY 4, 2019**, both of which are on file in the office of Procurement Services of the Jacksonville Port Authority and which collectively shall be referred to as the "CONTRACT DOCUMENTS".

ARTICLE 3
INCORPORATION OF THE CONTRACT DOCUMENTS

The Contract Documents are hereby specifically incorporated into this AGREEMENT to the same extent as if they were fully set forth herein and accordingly, **TURNER PLUMBING** agrees to comply with all conditions stipulated in **JAXPORT's** Request for Proposal No. **19-03** as well as complying with the terms and conditions of its Proposal to **JAXPORT** dated **JANUARY 4, 2019**.

ARTICLE 4
TERM

The term of this AGREEMENT shall commence on **MARCH 1, 2019** thru **FEBRUARY 28, 2022** ("Term") with **three (3) additional one (1) year** renewal options available at the sole discretion of **JAXPORT** and based on vendor performance and adherence to all terms and conditions of the Request for Proposal No. **19-03**.

ARTICLE 5
COMPENSATION

TURNER PLUMBING shall be compensated as set forth in **JAXPORT's** Request for Proposal No. **19-03** and **TURNER PLUMBING** Proposal to **JAXPORT**, which has been incorporated into and made a part of this AGREEMENT (see **"ATTACHMENT C"**).

ARTICLE 6
ASSIGNABILITY

TURNER PLUMBING shall not assign or transfer any interest in this AGREEMENT or subcontract any of the work to be performed under this AGREEMENT, unless it has been approved by **JAXPORT** as per specifications of the Request for Proposal No. **19-03**. **TURNER PLUMBING** shall not assign or transfer any interest in this AGREEMENT or subcontract any of the work to be performed under this AGREEMENT to any other entity without the prior written consent of **JAXPORT** to such transfer or assignment.

ARTICLE 7
GOVERNING LAW / VENUE / SEVERABILITY

The rights, obligations and remedies of the parties as specified under this AGREEMENT shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this AGREEMENT be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Litigation involving any aspect of this AGREEMENT shall take place in the state or federal courts located in Jacksonville, Duval County, Florida.

ARTICLE 8
INDEPENDENT CONTRACTOR

Nothing in this AGREEMENT shall be construed as making **TURNER PLUMBING** an employee, servant or agent of **JAXPORT**. **TURNER PLUMBING** shall pursue the work under this AGREEMENT as an independent contractor and shall be solely responsible for the method, manner and means to be utilized in rendering the Services, including, but not limited to, the supervision and compensation of its own personnel.

ARTICLE 9
ORDER OF PRECEDENCE

In the event of any conflict between the provisions of this AGREEMENT and those of the Contract Documents, said conflict shall be resolved by giving precedence to the provisions of this AGREEMENT and the Contract Documents in the following order: (1) amendments to this AGREEMENT (2) this AGREEMENT, (3) addenda to **JAXPORT's** Request for Proposal No. **19-03 "ATTACHMENT A"**, (4) **JAXPORT's** Request for Proposal No. **19-03 "ATTACHMENT B"**, and (5) **TURNER PLUMBING** Proposal **"ATTACHMENT C"** to **JAXPORT** dated, **JANUARY 4, 2019**.

ARTICLE 10
ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by **TURNER PLUMBING** and no statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, that are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendments to this AGREEMENT shall be valid and binding only when made in writing and signed by the authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT in duplicate, the date and year first above written.

JACKSONVILLE PORT AUTHORITY

By _____
(Signature)

Name Eric Green
(Please type or print)

Title CEO

TURNER PLUMBING COMPANY, INC.

By _____
(Signature)

Name Doyle B. Turner
(Please type or print)

Title President

AMENDMENT NO. 1

TO

PLUMBING MAINTENANCE AND REPAIR SERVICES

JPA CONTRACT N0. 19-03

This Amendment No. 1 to the Plumbing Maintenance and Repair Services Agreement, made as of March 1, 2022 (the "Amendment"), is entered into between the Jacksonville Port Authority, a Florida public agency hereinafter referred to as "JAXPORT" and Turner Plumbing Company, Inc. hereinafter referred to as "Turner Plumbing."

WHEREAS, JAXPORT and Turner Plumbing entered into an Agreement, dated March 1, 2019 (the "Original Agreement"), pursuant to which JAXPORT engaged Turner Plumbing to perform certain Plumbing Maintenance and Repair Services duties, as specified therein;

WHEREAS, JAXPORT and Turner Plumbing desires to further amend the Original Agreement by entering into this Amendment No. 1 as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **RENEWAL YEAR ONE (1) – PERCENTAGE INCREASE**

   Effective, May 1, 2022, JAXPORT approves a 13% increase to contract labor rates as per Attachment A.

2. **TERM OF CONTRACT**

   The term of the Original Agreement shall be extended from March 1, 2022 to February 28, 2023. Both Parties hereby accept, adopt, and ratify all other terms contained in the Original Agreement by exercising this Amendment No. 1, acknowledge that this is the first of three (3) possible one (1) year options whereby two (2) additional one (1) year option remains. All other provisions, terms, and conditions of the Original Agreement remain unchanged and are only amended to the extent necessary to give effect to the purpose and intent of this Amendment No. 1.

Remainder of Page Intentionally Left Blank – Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their authorized representatives as of the date set forth in the first paragraph of this Amendment.

Jacksonville Port Authority

By: Eric B. Green
Eric B. Green (Apr 26, 2022 14:24 EDT)
(Signature)

Name: Eric B. Green

Title: Chief Executive Officer

Turner Plumbing Company, Inc.

By: Carlan J Turner
(Signature)

Name: Carlan Turner
(Print or Type)

Title: V.P

ATTACHMENT A

RFP 19-03
PLUMBING MAINTENANCE AND REPAIR SERVICES
RENEWAL AMENDMENT NO. 1

Turner Plumbing Company	OLD RATES		NEW RATES	
	STRAIGHT TIME HOURLY RATE	OVERTIME HOURLY RATE	STRAIGHT TIME HOURLY RATE	OVERTIME HOURLY RATE
Labor / Journeyman:	$92.00 / RG HR	$138.00 / OT HR	$104.00 / RG HR	$156.00 / OT HR
Labor / Helper:	$48.00 / RG HR	$72.00 / OT HR	$54.00 / RG HR	$81.00 / OT HR
Materials Markup:	22%		22%	

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/14/2022

APPROVED
By WVerdejo at 11:02 am, Jun 15, 2022

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 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
The Holmes Organisation of Florida, Inc
11512 Lake Mead Ave, Building 800
Jacksonville FL 32256

CONTACT NAME:
PHONE (A/C, No, Ext): (904)645-3804 FAX (A/C, No): (904)345-3805
E-MAIL ADDRESS: dana@holmesorg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Builders Mutual Insurance Company	10844
INSURER B : AutoOwners Insurance Co	18988
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Turner Plumbing Company
1903 Hendricks Ave
Jacksonville FL 32207

COVERAGES **CERTIFICATE NUMBER:** 311035306 **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	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	78314510	7/7/2022	7/7/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	78314510	7/7/2022	7/7/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR	Y		4777846701	7/7/2022	7/7/2023	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WCP105347105	7/7/2022	7/7/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Inland Marine Rented/Leased Equipment			78314510	7/7/2022	7/7/2023	Tools & Equipment Limit $50,000	25,000 Deductible $100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Jacksonville its members, officials, officers, employees and agents are named as Additional Insured with regard to General Liability, and Auto Liability (Hired Non-Owned only). Coverages are Primary & Non-Contributory. A waiver of subrogation in favor of The City of Jacksonville its members, officials, officers, employees and agents applies to General Liability, Auto Liability, and Workers Compensation.
30 day notice of cancellation to The City of Jacksonville applies to all policies.

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval St. 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
Ty Caviness

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER OF SUBROGATION
ANY PERSON OR ORGANIZATION THAT IS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

A. Under **SECTION II - WHO IS AN INSURED**, the following is added:

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended as follows:

1. The following provision is added to **4. Other Insurance**:

   This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

   Other Additional Insured Coverage Issued By Us

   If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

1. **EXTENDED WATERCRAFT LIABILITY**

   Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g.**, exclusion **(2)** is deleted and is replaced by the following:

   (2) A watercraft you do not own that is:

   (a) Less than 50 feet long; and
   (b) Not being used to carry persons or property for a charge;

2. **HIRED AUTO AND NON-OWNED AUTO LIABILITY**

   Coverage for "bodily injury" and "property damage" liability provided under **SECTION I COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

   Coverage

   We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

   a. You do not own;
   b. Which is not registered in your name; or
   c. Which is not leased or rented to you for more than ninety consecutive days

   and which is used in your business.

   Exclusions

   With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage:

   This coverage does not apply to:

   a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

   b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

   c. **(1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

   (a) That are, or are contained in any property that is:

   1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";

   2) Otherwise in the course of transit by you or on your behalf; or

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3) Being disposed of, stored, treated or processed into or upon the "auto";

(b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or

(c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting in your behalf.

c. (1) (a) above does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

c. (1) (b) and **c. (1) (c)** above do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".

(2) That the insured would have in the absence of the contract or agreement.

f. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to any insured; or

(2) Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

g. "Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

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(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract".

(2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED**, is deleted and replaced by the following:

SECTION II - WHO IS AN INSURED

Each of the following is an insured with respect to this coverage:

a. You.

b. Your partners if you are designated in the Declarations as a partnership or a joint venture.

c. Your members if you are designated in the Declarations as a limited liability company.

d. Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.

e. Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

None of the following is an insured:

a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.

b. Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

(1) Such person; or

(2) Any partner or "executive officer" of yours or a member of his or her household; or

(3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".

c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.

d. The owner or lessee (of whom you are a sublessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.

e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions

The following definition applies to only this coverage:

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE**, is deleted and replaced by the following:

SECTION III - LIMITS OF INSURANCE

a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

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(3) Persons or organizations making claims or bringing "suits".

b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability stated in the Declarations for this coverage. Such damages shall be paid as follows:

(1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".

(2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

(a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".

(b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. **BROADENED SUPPLEMENTARY PAYMENTS**

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY** and **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

Paragraph **4.**, the amount we will pay for the actual loss of earnings is increased from $250 per day to $400 per day.

4. **ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT**

If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following is added to **SECTION III - LIMITS OF INSURANCE**:

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. **PERSONAL INJURY EXTENSION**

a. If the endorsement EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350, is attached to this policy, then this provision, **5.** PERSONAL INJURY EXTENSION, does not apply.

b. If the endorsement EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350, is not attached to this policy, then under **SECTION V - DEFINITIONS, 15.** "Personal injury" is deleted and replaced by the following:

15. "Personal injury" means, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy; or

f. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

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6. BROADENED KNOWLEDGE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, the following paragraph is added:

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

a. If the notice of a new claim is given to your "employee"; and

b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply:

a. To you; or

b. To any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, a.** Limits of Insurance.

The following additional exclusions apply to "property damage" arising out of Water Damage to premises rented to you or temporarily occupied by you with permission of the owner:

(1) "Property damage" to:

(a) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or

(b) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(2) "Property damage" caused by or resulting from any of the following:

(a) Mechanical breakdown, including bursting or rupture caused by centrifugal force;

(b) Cracking, settling, expansion or shrinking;

(c) Smoke or smog;

(d) Birds, insects, rodents or other animals;

(e) Wear and tear;

(f) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or

(g) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:

1) You make a reasonable effort to maintain heat in the building or structure; or

2) You drain the equipment and shut off the water supply if the heat is not maintained.

(3) "Property damage" caused directly or indirectly by any of the following:

(a) Water that backs up from a drain or sewer;

(b) Mud flow or mudslide;

(c) Volcanic eruption, explosion or effusion;

(d) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;

(e) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not;

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(f) Water under the ground surface pressing on, or seeping or flowing through:

1) Walls, foundations, floors or paved surfaces;
2) Basements, whether paved or not; or
3) Doors, windows or other openings.

(4) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

a. **Limits of Insurance**

With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, paragraph **6.** is deleted and replaced by the following:

6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

b. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, paragraph **b.**, the word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. **BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability for:

(1) "Bodily injury";
(2) "Property damage";
(3) "Personal injury"; or
(4) "Advertising injury"

caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. The following is added to **SECTION III - LIMITS OF INSURANCE**:

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

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b. This provision is subject to the following additional exclusions, applicable to this provision only:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

c. The following is added to **SECTION III - LIMITS OF INSURANCE**:

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under **SECTION II - WHO IS AN INSURED**, Paragraph **4.** is deleted and replaced by the following:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing opera tions or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LOCATION AND PROJECT AGGREGATE LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

1. The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations" owned by or rented to you.

   "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

2. The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

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