



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

March 16, 2020

ADDENDUM NUMBER: ONE (1)

TITLE: ITN 038-20 Facilities Janitorial Services for Downtown Campus - Open Market

RESPONSE DUE DATE: March 31, 2020

TIME OF RECEIPT: 12:00 PM EST

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

1. JEA is following the COVID-19 social distancing recommendations and will be **canceling the in-person portion** of the Pre-Response meeting **including the optional site visit. All attendees shall call into the meeting using the dial in number and passcode listed in Solicitation section 1.1.5.** A second addendum will be issued tomorrow with pictures of several areas located at the downtown campus.
2. **Revise and Replace Solicitation Section 1.1.5. MANDATORY PRE-RESPONSE MEETING IN PERSON OR BY TELECONFERENCE with the following language:**

1.1.5. MANDATORY PRE-RESPONSE MEETING BY TELECONFERENCE

There will be a mandatory Pre-Response meeting associated with this Solicitation. All interested Respondents must call into the Pre-Response meeting. Each Respondent will be required to sign in over the phone at the beginning of the meeting. A Respondent shall only sign in representing one company, unless otherwise specified by JEA. A roll call will be completed for all attendees at the beginning of the meeting. Companies not attending the Pre-Response meeting may have their Responses rejected.

PRE-RESPONSE MEETING TIME: 2:30 PM EST

PRE-RESPONSE MEETING DATE: March 18, 2020

DIAL IN: 1.866.907.1051

PASSCODE: 763550

3. **Addition to Solicitation: Add Section 2.5.4. ENVIRONMENTAL INDEMNIFICATION as stated below:**

2.5.4. ENVIRONMENTAL INDEMNIFICATION

The Company shall hold harmless and indemnify JEA, including without limitation, its governing board, agents, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Company's or other Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Company or any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Company or any Party. JEA will be entitled to control any remedial action, any proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

4. Revise and Replace Solicitation Section 2.5.1. INSURANCE REQUIREMENTS with the following language:

2.5.1. INSURANCE REQUIREMENTS

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

Workers' Compensation

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

Commercial General Liability

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

Automobile Liability

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

Excess or Umbrella Liability

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

Contractors Pollution Liability (CPL)

Third-party coverage for bodily injury, property damage, In-transit coverage, site pollution clean-up, on-going contamination, and related defense costs as a result of pollution conditions (sudden/accidental or gradual) arising from contracting operations performed by or on behalf of the Company. Insurance Limits: \$2,000,000 each occurrence and \$4,000,000 annual aggregate.

Company's Commercial General Liability and Excess or Umbrella Liability policies shall remain in force throughout the duration of the project and until the Work is completed to JEA's satisfaction. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

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

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

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

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

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE RESPONSE FORM