



Building Community®

Procurement Bid Office  
Customer Center 1<sup>st</sup> Floor, Room 002  
21 W. Church Street  
Jacksonville, Florida 32202

August 6, 2020

Addendum Number: One (1)

Title: PROVIDING DESLAGGING SERVICES FOR NORTHSIDE GENERATION STATION (NGS)

JEA Solicitation Number: 99474

Response Due Date: August 24, 2020

Due Date Time: 12:00 PM (EST, NOON)

Delivery by email to: [lovgrd@jea.com](mailto:lovgrd@jea.com)

**This addendum is for the purpose of making the following additions, deletions and changes.**

**Question #1:** The Appendix A Technical Specification says Binary Explosives. Can any type of explosive be used?

**Answer #1:** The Company can use any type of explosives as long as you comply with the safety requirements.

**Question #2:** What type of Ammo can be used with the shotgun?

**Answer #2:** T

**Replace:** The Bid Form issued with this Addendum 1, replaces the Bid Form issued with the original solicitation.

**Replace:** The Insurance Contract Modification and Agreement issued with original solicitation has been replaced by the Insurance Contract Modification and Agreement issued in this Addendum 1. The Excess Umbrella Insurance requirement has been lowered to \$5,000,000.00.

## 99474 Addendum 1 Appendix B Bid Form

Bid Form Page 1 of 2

Submit an electronic PDF by email to: [lovgrd@jea.com](mailto:lovgrd@jea.com) on the Bid Due Date

Company Name: \_\_\_\_\_

Company's Address \_\_\_\_\_

License Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX No: \_\_\_\_\_ Email Address: \_\_\_\_\_

**BID SECURITY REQUIREMENTS**

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

**TERM OF CONTRACT**

- ☐ One Time Purchase  
☒ Annual Requirements  
☐ Other, Specify - Project Completion

**SAMPLE REQUIREMENTS**

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

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- ☒ None required  
☐ Bond required 100% of Bid Award

**QUANTITIES**

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

**INSURANCE REQUIREMENTS****Insurance required****PAYMENT DISCOUNTS**

- ☐ 1% 20, net 30  
☐ 2% 10, net 30  
☐ Other \_\_\_\_\_  
☐ None Offered

DESCRIPTION OF SERVICES	TOTAL BID PRICE
Total Bid Price for Work as described in this Solicitation <b>(From Page 2 of the Bid Form)</b>	\$ _____

☐ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

**BIDDER CERTIFICATION**

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

We have received addenda

\_\_\_\_\_ through \_\_\_\_\_

Handwritten Signature of Authorized Officer of Company or Agent \_\_\_\_\_ Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

**BID FORM FOR SOLICITATION, IFB # 99474** Bid Form

Page 2 of 2

**Itemized Pricing Information to be provided with the Bid. The purpose of providing this itemized pricing (Lines 1 through 14) is for bid evaluation. JEA makes no representation that the quantities below will be used during the contract.**

Item	Enter Your Bid for the Following Described Articles or Services	Quantity	UOM	Unit Price	Extended Price
1	Minimum call out Price (includes first 20 shots (two - 2 part binary – ½ pound sticks)) per Call out event.	3	Per Call Out (20 shots – 2 part binary)	\$	\$
2	Binary Blasting Daily work Rate – (Price per man / hour)	160	Per hour	\$	\$
3	Per shot or Unit (two part binary – ½ pound sticks)	100	Per Shot or Unit	\$	\$
4	Detonators (Price per detonator)	100	Per detonators	\$	\$
5	Det – cord (Price per foot of cord)	2,500	Per foot	\$	\$
6	Shotgun Slag removal (price per man / hour)	25	Per hour	\$	\$
7	Shotgun shells (Price per shell)	500	Per Shell	\$	\$
9	Standard Site mobilization / demobilization – Travel to and from jobsite (ground) – Minimum 48 hour notice (per crew / per mobilization)	3	Per Mobilization	Per JEA Travel Policy	Per JEA Travel Policy
10	Per Diem / Per man / Per 24 day	30	Per man / per day	Per JEA Travel Policy	Per JEA Travel Policy
11	Vehicle Rental – 1 vehicle per crew.	10	Per Day	Per JEA Travel Policy	Per JEA Travel Policy
12	<b>Price for Acquisition and maintenance of Blasting (explosives) permit for JEA NGS per year (may be broken into monthly payments)</b>	3 years	Year	\$ / Year	\$
13	Site mobilization – (company aircraft – if available – maximum 10 hour response time)	1	Per crew / Per job	\$	
14	Emergency mobilization (w/ charter aircraft)	1	Per crew / Per job	\$	
<b>Total Bid (Add lines 1 through 14) (Enter this amount on the Bid Form Page 1)</b>					\$

**Addendum 1 - INSURANCE CONTRACT MODIFICATION AND AGREEMENT**  
**For deslagging services for NGS IFB # 99474**

**The following is an example of the Contract Execution form that will be required by the Contractor.**

This INSURANCE CONTRACT MODIFICATION AND AGREEMENT (the "Agreement"), is made and entered into, by and between \_\_\_\_\_ and its affiliate \_\_\_\_\_ referred to, jointly and severally, as the "Company"); the City of Jacksonville, a Florida municipal corporation (hereinafter "COJ" or "City"), and JEA, a body politic and corporate under the laws of the State of Florida (collectively the "Parties").

WHEREAS, Company regularly engages in the extremely hazardous activity of "blasting" or using explosive materials for construction projects; and

WHEREAS, JEA has engaged Company to perform blasting activities at the NorthSide Generating Station ("NGS"); and

WHEREAS, Company is seeking a blasting permit from the City to perform blasting activities at NGS; and

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the Parties desiring to facilitate immediate blasting activity at NGS while maintaining adequate insurance coverage for any blasting activity, and in consideration of the mutual covenants and promises contained herein, the receipt and adequacy of which are hereby acknowledged, agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Additional Insured: Company shall name the City and JEA as additional insureds for all required insurance except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by the City and JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of the City and JEA.
3. Required Insurance for Company:
  - a. Workers' Compensation: Florida Statutory coverage, including Employer's Liability in the amount of Five-Hundred Thousand Dollars (\$500,000.00) each accident.
  - b. Commercial General Liability in the amount of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate for bodily injury and property damage, combined single limit, without any exclusion for liability related to blasting;
  - c. Automobile Liability in the amount of One Million Dollars (\$1,000,000.00) each occurrence, combined single limit.
  - d. Excess/Umbrella Liability in the amount of ~~Ten Million Dollars (\$10,000,000.00)~~ **Five Million Dollars (\$5,000,000.00)** each occurrence and annual aggregate, without any exclusion for liability related to blasting.
4. Proof of Insurance: Before beginning work at NGS's facility, Company shall provide COJ and JEA with Certificates of Insurance. These certificates shall be provided by electronic mail to: Twane Duckworth, Acting Chief of Risk Management, City of Jacksonville at twaned@coj.net and Steven Boisser, Director Risk Management Services, JEA at bossm@jea.com.
5. Indemnification: Company, and its successors and assigns, shall hold harmless, indemnify and defend the City and JEA against any and all claims, actions, losses, damages, injuries, liabilities,

costs and expenses of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons including death, or damage to property, arising out of or incidental to any acts or omissions of Company, its officers, employees, agents, contractors, subcontractors, in performing blasting or other hazardous activities at NGS and any work relating thereto. The term "City" and "JEA" shall include their governing boards, officers, employees, agents, successors and assigns. This indemnification shall survive the term of Company's work at NGS's facility for events that occurred during Company's work.

6. Agreement is voluntary and informed: Each of the Parties is entering into this Agreement voluntarily and each Party represents and warrants that it has consulted with legal counsel about the meaning and effect of this Agreement and fully understands the terms and provisions hereof.
7. Governing Law, Jurisdiction and Venue: This Agreement and disputes arising out of or hereunder shall be governed in all respects, including validity, interpretation and effect, by the substantive laws of the State of Florida without regard to any conflict of law provisions other than those of Florida, except to the extent necessary to permit the enforcement hereof in states other than Florida, as may be necessary. Any legal proceeding related to this Agreement shall be filed and maintained only in the state or federal courts located in Jacksonville, Duval County, Florida.
8. Acknowledgment: The Parties acknowledge that they have read this Agreement, they reviewed it with their counsel, and understand its terms and the legal effect thereof, and they have voluntarily entered into it.
9. Scrivener's Clause: No Party may be deemed to be the drafter of this Agreement. The wording of this Agreement was the result of negotiation between the Parties and the independent consideration of their respective legal counsel as well as the Parties.
10. Headings: The headings in this Agreement are for convenience only and may not be construed to limit, expand, affect or alter the meaning of the text that precedes or follows that heading.
11. Counterparts; Facsimile/Electronic Delivery: This Agreement may be executed in several counterparts, all of which are identical, and all of which counterparts together shall constitute one and the same instrument. The executed counterparts may be delivered by facsimile or by email, provided that confirmation of delivery is obtained.
12. Effective Date: This Agreement shall become effective on \_\_\_\_\_, and has been executed by the parties prior to the undertaking by Company of any "blasting" or other hazardous activity at NGS.
13. Joint and Several Liability: \_\_\_\_\_ are jointly and severally liable for all of the obligations of the "Company" hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement on \_\_\_\_\_.

ATTEST:

CITY OF JACKSONVILLE

By: \_\_\_\_\_ Neill W. McArthur, Jr.  
Corporation Secretary

By: \_\_\_\_\_ Lenny Curry, Mayor

JEA, on its own behalf

By: \_\_\_\_\_  
Print Name: Title:

**FORM APPROVED:**

\_\_\_\_\_  
Office of the General Counsel

\_\_\_\_\_ Company Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ Company Name

By: \_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

**Acknowledge receipt of this addendum on the Response Form**