

Welcome to the

Awards Meeting

May 23, 2024, 10:00 AM EST

You have been joined to the meeting with your **audio muted** by default.

At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on JEA.com, public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

Please contact **Camie Evers** by telephone at **(904) 832-3385** or by email at **everca@jea.com** if you experience any technical difficulties during the meeting.

JEA Awards Agenda

May 23, 2023

225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

[Teams Meeting Info](#)

Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. **All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief.** The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 05/11/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Piggy Back - GSA Contract GS-35F-0613W	Quisitive - Intune Deployment and Assistance	Datz	Quisitive, LLC	Capital	\$347,090.00	N/A	\$347,090.00	N/A	Project Completion Start Date: 05/16/2023 End Date: 12/31/2024 (Estimated)	N
<p>For Additional Information contact: Angel Iosua</p> <p>This award piggybacks off the GSA Contract with Quisitive LLC, which was competitively bid in 2020 and expires on August 26, 2025.</p> <p>JEA chose to piggyback for the following guaranteed benefits. Quisitive LLC, was recommended by Microsoft as they are specialist in the space of Intune and Mobile Device Management. Quisitive LLC has also set this solution up for the City of Jacksonville and Miami-Dade county proving to be the best option in providing JEA a proven track record in delivering the scope of work to include Security, Change Management, BYOD, and Migration components. JEA is receiving the same rates as contained in the GSA contract attached as backup.</p> <p>This project request for \$347,090.00 is for professional services for Quisitive to provide Intune product deployment and assistance. As part of JEA's evolution in Mobile Device Management (MDM), Technology Services is pursuing the use of Intune which is part of JEA's current Microsoft M365 licensing. Mobile device management (MDM) software allows Technology Services administrators to control, secure and enforce policies on smartphones, tablets, and other endpoints. In addition to managing JEA issued devices, JEA is taking the next steps of integration for personal end point devices (BYOD).</p> <p>The project will include the migration from our current Mobile Device Management (MDM) solution (WorkSpace One) to Microsoft's Intune. This will allow for easier integration with the Microsoft M365 stack as well as managing the deployment of other mobile applications to support JEA. The platform configuration will also continue improvements in our security posture on mobile devices. Mobile devices allow employees to efficiently do their work from home, at the office, or on the go. While this provides flexibility and convenience, it could expose an organization to potential threats. Managing mobile devices' security and device health is vital to minimizing an organization's risk posture.</p> <p>GSA Contract Link: https://www.gsaciblibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-0613W&contractorName=QUISITIVE+LLC&executeQuery=YES</p>											
3	Request for Proposals (RFP)	1411644846 RFP Facilities Janitorial Service – Open Market for Downtown, Service Centers and Other Sites	Phillips	Trusted Hand Service, Inc.	O & M	\$1,101,956.12	N/A	N/A	N/A	Two (2) Years w/Three (3) – One (1) Yr. Renewals Start Date: 06/01/2024 End Date: 05/31/2026	N
<p>Advertised: 03/29/2024 Optional Pre-Response Meeting: 04/08/2024, Ten (10) Attendees Optional Site Visit: 04/15/2024, Seven (7) Attendees Responses Opened: 04/23/2024 Seven (7) Responses Received For additional information contact: Halley Stewart</p> <p>The purpose of this Request for Proposal (RFP) solicitation for Facilities Janitorial Service – Open Market for Downtown, Service Centers and Other Sites (this "Solicitation") was to evaluate and select a vendor to provide Janitorial Services for JEA's Service Centers, and other specific additional facilities including Wellness Centers and to determine the best method for JEA to procure the Work with regard to pricing, quality, approach, and workmanship. JEA owns sites primarily in Duval County, with some additional sites in Clay, Nassau, and St. Johns Counties. The work to be performed by the Company includes all labor, supervision, materials, tools, and equipment, and reporting requirements necessary for performing the work. The Proposal Workbook represents estimated quantities and is to be used as a guideline and not a guarantee of work.</p> <p>Trusted Hand Service, Inc. was the highest evaluated, low bidder, and incumbent for these services. Contract prices will remain firm through the first year of the Contract. The Company may propose a percent adjustment thirty (30) days prior to the anniversary date, at the end of year one and at the end of the renewals, based on the percent change in the Consumer Price Index (CPI).</p> <p>The previous Janitorial Services contract included cleaning services for the JEA Tower and Customer Center, including COVID cleaning. The final renewal for the previous contract reflected a reduction in COVID cleaning and the reduction of the JEA Tower and Customer Center cleaning services as employees transitioned to the new HQ. The current solicitation does not include HQ cleaning services, these services are included in the HQ lease agreement. Current pricing is higher than the previous contract renewal primarily due to the increase in minimum wage. The new contract requires the wage rate to be no less than \$15.38 versus the previous contract included minimum wage standard of \$12.55. The award amount is approximately 8% lower than the Budget Estimate and has been deemed reasonable.</p>											
4	Request for Proposal (CCNA)	1411544246 - Substation and Transmission Design Services (CCNA)	Melendez	Burns & McDonnell Power Engineers	Capital	\$3,805,000.00 \$3,805,000.00	N/A	\$3,805,000.00 Total - \$7,610,000.00	N/A	Five (5) Years w/ Two (2) Optional One (1) Year Renewals Start Date: 06/01/2024 End Date: 05/31/2029	N
<p>Background Recommendations: Advertised: 12/29/2023 Proposals Opened: 02/06/2024 Twelve (12) Proposals Received For additional information contact: Nickolas Dambrose</p> <p>This bid was solicited in accord with the Florida's Consultants' Competitive Negotiation Act (CCNA). Twelve (12) bidders attended the mandatory Pre-Bid Meeting on 01/10/2024. At Response opening on 02/06/2024, JEA received twelve (12) Responses. The Responses were evaluated on Professional Staff Experience, Company Experience, and use of Jacksonville Small and Emerging Business (JSEB) program. Minimum qualification past performance references were also verified. No bidders were disqualified. Burns & McDonnell and Power Engineers are deemed the highest ranking responsible and responsive Respondents. A copy of the Bid Workbook and Evaluation Summary is attached as backup.</p> <p>This award requests Burns & McDonnell (BM) and Power Engineers (PE) to provide JEA with contract engineers to supplement the electric substation and transmission engineering design process when JEA in-house engineering resources may not meet the urgent demands or required in-service dates. JEA has specified technical expertise in the design of high voltage substation and transmission projects up to 230kV.</p> <p>JEA intends to award two (2) contracts for this scope of work. Negotiations to reduce rates upon first submittal from the vendors did not result in a reduction. We compared five (5) similar contracts to review rates and the rates submitted by Power Engineers are five percent (5%) higher on average. The rates submitted by Burns & McDonald are forty two percent (42%) higher on average. The previous contracts in which these rates were compared were with smaller firms and JEA expects Burns & McDonald a larger firm to produce quality work with less hours required. The proposed rates contained in the this Burns & McDonald award are the same rates previously awarded to Burns & McDonald for general engineering services by the awards committee on 03/21/2024.</p> <p>The awarded funds of \$7,610,000.00 will be split equally between the two contracts. The awarded funds are to be split equally because the projects that are included in this award are large and complex and require broader expertise to successfully implement. BM received the highest evaluation of its Company Experience due to its demonstration of experience in these areas.</p>											

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
5	Contract Increase	097-19 SSF 6 Gas Circuit Breakers	Phillips	GE Grid Solutions, LLC dba GE MDS, LLC	Capital	\$4,585,361.52	\$4,559,300.00	\$11,184,703.17			
	<p>For additional information contact: Lynn Rix</p> <p>This request is to add funds for planned purchases related to capital projects through the original term which expires October 14, 2024. The original award amount was based on historical usage and budget estimates available at the time of the award.</p> <p>In December the lead-time increased from 2 to 2.5 years and by March it had increased dramatically to in excess of 3 years. We have been advised that the lead-times may continue to increase due to the overall market demand and is supported by an April 9 RFI sent to 3 key breaker manufacturers (Hitachi, GE, Mitsubishi). With limited capacity in the market, orders should be placed with GE expeditiously. This increase will cover the current demand for planned projects and emergency stock.</p> <p>The contract allows for price adjustments at the time of order placement based on Bureau of Labor statistics published indices, at which point prices are fixed through delivery. It should be noted that for calendar year 2024 orders, GE has requested a change order related to a proposed revision to the price adjustment clause. It is recommended for JEA to accept this for immediate needs due to lead-time constraints noted previously, but that JEA conduct a new solicitation in advance of expiration for future needs; this re-bid with the strategy of awarding multiple contracts to mitigate against delivery delays is expected to occur late this summer. The original Award and previous contract increase are attached as backup.</p>									02/02/2023 \$1,440,101.50 05/14/2024 \$599,940.15	Five (5) Years, w/Two (2) - 1 Yr. Renewals
6	Developer Agreement	The Rivertown Watersong Phase 4 Project	Melendez	Mattamy Jacksonville, LLC /Vallencourt Construction Company, Inc.	Capital	\$742,206.83	N/A	\$742,206.83			
	<p>Advertised: 09/24/2023 Pre-Response Meeting: 10/24/2023 Three (3) Responses Received For additional information contact: David King</p> <p>The Rivertown Watersong Phase 4 project is part of the Rivertown Development and includes improvements covered in the Rivertown Developer and Utility Service Agreement. The proposed pump station and force main are designed to serve 168 active adult residences with Phase 4 and an additional 151 units for Phase 5 for a total of 319 active adult residence.</p> <p>This project is developer driven, so all design and engineering was completed by the developer at their cost (no JEA funds for design). JEA Development has reviewed and approved the construction plan submittal. Per the Developer Agreement, the Developer bid the project in accordance with JEA guidelines and the work has been awarded to the to the highest evaluated bidder who was also the lowest cost bidder.</p> <p>The project elements are comprised of 900 feet of 6" force main and a duplex pump station. The solicitation was advertised, and a pre-bid meeting was held on 10/24/2023. Three bidders attended the prebid meeting and 3 bids were received. Vallencourt Construction Company, Inc. was the highest evaluated and lowest bid and was awarded the project. The bid is approximately 26% below the JEA estimate. The JEA estimate included the material, labor, and equipment. JEA is reimbursing in accordance with the Rivertown Developer Agreement and the bid amount is deemed reasonable.</p>									N/A	Project Completion (est February 2025)
7	Renewal	071-19 Water/Wastewater Project Support Services	Melendez	Keville Enterprises, Inc.	Capital	\$6,758,049.00	\$20,279,306.00	\$33,541,477.90			
	<p>Last awarded 04/13/2023. For additional information contact: Dan Kruck</p> <p>The scope of work for this contract includes providing personnel to perform construction management, project management, scheduling, cost analysis, estimating, safety support and other job functions required to complete JEA's Water/Wastewater capital improvement program as required by JEA.</p> <p>This request is for the first one year renewal of this staffing contract. Keville has been performing well and JEA desires to extend the contract. Supplemental staff are needed due to the significant growth of the Water/Wastewater capital plan. The award amount reflects current staffing levels with no plans for additional staff during option year one. The award amount is the estimated spend amount based on the previous five years of work history. Hourly labor rates for this contract have been increased annually corresponding to a CPI increase. By contract, Keville must request these CPI increases annually and they are issued by Procurement.</p>									10/22/2020 - (\$1,500,000.00) 4/13/2023 - \$8,004,122.90	Five (5) Years w/Two (2) - 1 Yr. Renewals Start: 07/01/2019 End: 06/30/2024 1 Renewal Remaining
Consent Agenda Action											
Committee Members in Attendance	Names _____										
Motion by:											
Second By:											
Committee Decision											
Consent and Regular Agenda Signatures											
Budget	Name/Title	_____									
Awards Chairman	Name/Title	_____									
Procurement	Name/Title	_____									
Legal	Name/Title	_____									

Awards Minutes 5/16/2024

JEA Awards Agenda

May 16, 2024

225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

[Teams Meeting Info](#)

Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. **All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief.** The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 05/09/2024 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<p>Item 1 Discussion/ Action: Clarification was requested regarding ratification, expenses incurred due to additional work performed due to additional damages found and crane rental being included. Item 1 Discussion/ Action Participants: Ted Phillips, Joe Perez, Mike Dvoroznak Item 2 Discussion/ Action: Clarification was requested regarding ratification, Eagle Lawn care unable to perform all of the sites, they negotiated cost with RZ Services initially and J&D Lawn care was 55% lower decided to award to J&D for cost savings. Item 2 Discussion/ Action Participants: Ted Phillips, Chrissy Nunziato, Jenny McCollum</p>											
2	Contract Renewal/ Contract Increase/ Ratification	011-21 Three-phase, Single-Phase Pad mounted, Pole Mounted and Miscellaneous Transformers for JEA Inventory Stock	Phillips	Gresco Supply, Inc. Stuart C. Irby Tri-State Utility Products, Inc. WEG Transformers, USA WESCO	Inventory Blanket	\$7,503,760.00 \$0.00 \$32,269,897.03 \$0.00 \$20,901,855.16	\$0.00 \$17,248,758.46 \$0.00 \$430,856.00 \$13,135,389.29	\$7,503,760.00 \$7,272,266.18 \$54,979,460.99 \$430,856.00 \$95,934,423.88	6/10/2021 - total \$3,303,281.97 Stuart C. Irby (\$9,976,492.28) Gresco Supply, Inc. \$6,303,776.85 Tri-State Utility Products \$4,364,050.17 Wesco Distribution, Inc. \$2,611,947.23 2/17/2022 - total \$12,041,736.94 Gresco Supply, Inc. (\$6,303,776.85) Tri-State Utility Products \$18,345,513.79 2/9/2023 - total \$59,285,232.20 Wesco Distribution, Inc. \$59,285,232.20	Three (3) Year w/ Two (2) – 1 Yr. Renewals Start Date: 06/21/2021 End Date: 06/20/2024	N
Award 2 moved to Regular Agenda as Item 1											
3	Emergency	Woodley Creek Pump Station Renovations and Bypass Pumping	Melendez	Petticoat-Schmitt Civil Contractors, Inc.	Capital	\$1,693,196.00	N/A	\$1,693,196.00	N/A	Project Completion (Est. 07/30/2025)	N
Award 3 moved to Regular Agenda as Item 2 and deferred											
4	Invitation to Negotiate	1411543046 Concrete Restoration of Paved Areas South and East Territory	Vu	HG Concrete LLC	O&M	\$2,826,128.75	N/A	\$2,826,128.75	N/A	Five (5) Years w/Two (2) – 1 Yr. Renewals Start Date: 05/30/2024 End Date: 05/29/2029	N
Award 4 moved to Regular Agenda as Item 3											

Consent Agenda Action

Committee Members in Attendance	Names	Ted Phillips, Raynetta Marshall, David Emanuel
Motion by:	Raynetta Marshall	
Second By:	David Emanuel	
Committee Decision	Approved	

Awards Minutes 5/16/2024

Regular Agenda (date last updated)

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	o	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% S - awarded)	Action
1	Contract Renewal/ Contract Increase/ Ratification	011-21 Three-phase, Single-Phase Pad mounted, Pole Mounted and Miscellaneous Transformers for JEA Inventory Stock	Phillips	Gresco Supply, Inc. Stuart C. Irby Tri-State Utility Products, Inc. WEG Transformers, USA WESCO	\$7,503,760.00 \$0.00 \$32,269,897.03 \$0.00 \$20,901,855.16	\$0.00 \$17,248,758.46 \$0.00 \$430,856.00 \$13,135,389.29	\$7,503,760.00 \$7,272,266.18 \$54,979,460.99 \$430,856.00 \$95,934,423.88	6/10/2021 - total \$3,303,281.97 Stuart C. Irby (\$9,976,492.28) Gresco Supply, Inc. \$6,303,776.85 Tri-State Utility Products \$4,364,050.17 Wesco Distribution, Inc. \$2,611,947.23 2/17/2022 - total \$12,041,736.94 Gresco Supply, Inc. (\$6,303,776.85) Tri-State Utility Products \$18,345,513.79 2/9/2023 - total \$59,285,232.20 Wesco Distribution, Inc. \$59,285,232.20	Three (3) Year w Two (2) - 1 Yr. Renewals Start Date: 06/21/2021 End Date: 06/20/2026	N	Motion by: <u>Raynetta Marshall</u> Second by: <u>David Emanuel</u> Committee Decision: <u>Approved</u>
<p>Original Award: 05/06/2021 For additional information contact: Eddie Boyouth</p> <p>The purpose of this contract amendment is to exercise the two (2) renewal options for this contract for distribution transformers and increase the contract amounts of three (3) awardees, two (2) of which will include a ratification amount.</p> <p>The contract increases are a result of historic levels of demand and compressed supply, resulting in JEA purchasing additional supply from additional sources with inflationary impacts. JEA's original award was approximately \$30.8M. Given JEA's need to react to supply constraints along with inflationary impacts JEA saw approximately \$79.2M in additional costs to date in transformers purchased through this award. JEA's risk mitigation strategy included adding additional sources of supply through both short term spot buys, as well as leveraging relationships with existing suppliers to ensure long term supply continuity. This includes:</p> <ul style="list-style-type: none"> *warding Gresco work for both single phase pad-mount transformers (452 units) and small kVa three phase pad-mount transformers (110 units) in the amount of \$7,503,760.00 of which all will be a ratification. *warding Tri-State additional funds to cover additional single-phase pad-mount units beyond original bid plans to date (2410 units), as well as awarding them a backup supply for JEA of pole-mounted transformers (795 units), and three phase pad-mount transformers (200 units) to date plus funds to cover additional planned purchases in the amount of \$32,269,897.03; \$21,184,665.97 of this amount will be ratification, which consists of the full \$10,360,388.00 in three phase units as a ratification, the full \$4,307,678.80 in pole mount units as a ratification, and \$6,516,599.17 in single phase pad-mount units of the requested \$17,601,830.23 is a ratification. *warding Wesco additional funds to cover pole mounted units which were added in previous awards as a backup supply, given allocations set by the primary supply, which now makes up a majority of contract purchases (3408 of the total 5973 units) to date which are slightly less than the three year estimate (7010 units); as well as additional funds to cover three phase pad-mount transformers (1140 units) which to date are far beyond the original bid plan (914 units) and are now supplied by three different manufacturers Hitachi, Cantran, and Eaton as a reaction to allocations implemented by Hitachi. There are no ratifications for this supplier. <p>Due to rising costs, higher lead times and the supplier allocation programs, it is currently in JEA's best interest to issue Renewals for supplier consistency and stronger relationships. Therefore, JEA intends to exercise both one (1) year renewals. The contract increase reflects usage for the next six (6) months which will allow JEA's planning department to calculate the remaining forecast through the remaining term.</p> <p>DISCUSSION/ ACTION: It was moved to the regular agenda to discuss the ratification. Ratification was needed to meet market conditions. Prices increased due to cost of labor, transportation and steel. Needed to order more transformers quickly due to increasing lead times. Confirmed that the ratification amount for this award is for \$28.69M. In order to prevent ratifications during awards meetings, the suggestion was to stand up a special awards meeting before agreements are signed with suppliers. OGC advised meeting notices to be posted within reason (not less than 24 hours).</p> <p>DISCUSSION/ ACTION PARTICIPANTS: Kenny Pearson, Ted Phillips, Jenny McCollum, Raynetta Marshall, Rebecca Lavie</p>											
2	Emergency	Woodley Creek Pump Station Renovations and Bypass Pumping	Melendez	Petticoat-Schmitt Civil Contractors, Inc.	\$1,693,196.00	N/A	\$1,693,196.00	N/A	Project Completion (Est. 07/30/2025)	N	Motion by: _____ Second by: _____ Committee Decision: <u>Deferred</u>
Item 2 deferred											
3	Invitation to Negotiate	1411543046 - Concrete Restoration of Paved Areas South and East Territory	Vu	HG Concrete LLC	\$4,564,408.50	N/A	\$4,564,408.50	N/A	Five (5) Years w/Two (2) - 1 Yr. Renewals Start Date: 05/30/2024 End Date: 05/29/2029	N	Motion by: <u>David Emanuel</u> Second by: <u>Raynetta Marshall</u> Committee Decision: <u>Approved</u>
<p>Advised: 01/18/2024 Opened: 02/21/2024 Three (3) Proposals Received For additional information contact: Darriel Brown</p> <p>The scope for this service includes providing services for restoration of cement concrete in City, County and FDOT roadways, rights of way and easements including the replacement of curbs and gutters free of standing water; meter box, manhole and valve jacket adjustments and replacements.</p> <p>At Proposal Opening, JEA received three (3) Proposals. One of the proposers, GEC Trucking & Construction, Inc., withdrew their proposal based on currently having a contract for this service in the North & West Territory. The solicitation required a different vendor for the South/East territory. Another proposal, from 1st Choice Engineering Construction & Development LLC, did not meet the Minimum Qualifications due to not having the required experience as a prime contractor and was subsequently disqualified. The remaining proposal from HG Concrete, having been deemed responsive, was evaluated and scored.</p> <p>HG Concrete is the incumbent for this service and has performed well during the current contract. The business requires that the service territory is divided between North & West and South & East as no single vendor has the capacity to manage the total territory service demands on both sides of the river. The North & West Territory is split between two vendors: H Trent and GEC Trucking.</p> <p>The new pricing represents a 20% increase over the current contract for the South & East Territory. For a comparison, pricing in the North & West Territory is cumulatively 19% lower than new price for the South & East Territory. The BAFO round negotiation resulted in a price reduction of 2.82% or \$12,472.75.</p> <p>DISCUSSION/ ACTION: The reason this one was moved to the Regular agenda was to discuss the low bidding competition for these services. Three (3) Proposals received on date of opening. One supplier did not meet minimum requirements. Second supplier withdrew due to an existing contract in North-West territory, which was part of the minimum qualifications as past experience has shown that one vendor can not perform up to the standards with the entire contract for both sides. The awarded supplier met requirements, is the incumbent and has performed well. Going forward committee members have requested more details on the reasons for only one bidder and why it is reasonable to move forward.</p> <p>DISCUSSION/ ACTION PARTICIPANTS: Ted Phillips, Darriel Brown, Raynetta Marshall, Kyle Schoettler, Jackie Scheel, Rebecca Lavie, Jenny McCollum</p>											

Consent and Regular Agenda Signatures

Budget	Name/Title	<u>Stephan M Healy</u>
Awards Chairman	Name/Title	<u>Theodore B Phillips</u> 5/17/2024
Procurement	Name/Title	<u>Jenny McCollum</u>
Legal	Name/Title	<u>Rebecca Lavie</u>



JEA

Intune Deployment and Assistance
Statement of Work

5/8/2024

Quisitive Contacts:

George White, Account Executive

Vince Reedy, Practice Manager

This Statement of Work ("SOW") describes the services to be performed and deliverables to be provided by Quisitive for JEA ("Client") in connection with the Intune Deployment and Assistance. This SOW is subject to and governed by the Master Services Agreement (MSA).

Award #2 Supporting Documents 5/23/2024

1. Introduction

JEA is endeavoring to transition their mobile device management (MDM) solution from VMware Workspace ONE to Microsoft Intune. Intune has been evaluated by JEA to better serve bring your own device (BYOD) use cases and integration with Microsoft Entra ID will enable improvements to their security posture.

The Business Goals of the Project are as follows:

- Improve the security posture and experience for mobile device use cases.

2. Scope

The following sections outline what is in and out of scope for the Project.

2.1 In-Scope

The following items are within the scope of this SOW:

- Planning and Design
 - Facilitate workshops to introduce the environment, define current and desired state, and capture use cases and requirements
 - Design sessions to design the migration solution for the identified use cases
 - Design sessions for device management for Android and iOS covering enrollment, compliance, configuration, and update policies. (up to 10 policies per OS where applicable)
 - Design sessions for application management for Android and iOS covering app deployment, protection, and configuration policies (up to three (3) policies per OS where applicable)
 - Design Company Portal experience policies (up to two (2))
 - Planning for Apple Business Manager, Google Play Account, and Samsung KNOX integration with Intune
 - Design Microsoft Tunnel Gateway (VPN replacement)
 - Design Intune operational roles and responsibilities in collaboration with Client
- Developing and Stabilizing
 - Configure device management features for Android and iOS including enrollment, compliance, configuration, and updates
 - Configure application management features for Android and iOS including protection and configuration policies
 - Configure application deployment for up to 50 store apps (per OS)
 - Configure application deployment for up to 15 line-of-business apps (per OS)
 - Configure Microsoft Tunnel Gateway (VPN)
 - Validation of functionality on up to five (5) devices per OS (total of ten (10))
- Migration Preparation
 - Develop and document the migration process for each use case
 - Develop a user to device mapping file to be used for scheduling and tracking
 - Develop migration rollout schedule for each use case
 - Develop draft migration strategy and runbook (if applicable)
 - Migrate up to ten (10) devices, capture challenges, and adjust strategy and runbook as necessary
- Operational Readiness
 - Knowledge transfer throughout via over-the-shoulder engagement style
 - Facilitate up to three (3) operational training sessions that are up to two (2) hours each

Award #2 Supporting Documents 5/23/2024

- Migration
 - Coordinate the migration of approximately 450 Workspace ONE managed Samsung tablets and approximately Workspace ONE managed 100 iOS devices to Intune in a controlled rollout over 16 weeks.
 - Coordinate approximately 1420 unmanaged personal devices adoption of Intune in a controlled rollout over 16 weeks.
 - Engineering support throughout the migration and adoption effort including alignment with first level support teams and adjusting the solution as necessary.
 - Progress tracking and reporting

- Organizational Change Management
 - Up to 40 hours of End User Impact and Technology Discussions
 - Up to four (4) hours of Communications Strategy Discussions
 - Author the following communications
 - One (1) organizational announcement
 - Up to five (5) awareness communications
 - Up to 15 Frequently Asked Questions
 - Up to five (5) How-To Guides
 - Blueprint for building End User Knowledge Hub with provision walk-through
 - Service Desk Orientation for expected end user impact
 - A guide for development standard for enrollment:
 - process for enrolling standard JEA devices.
 - process for enrolling BYOD devices

2.2 Out-of-Scope

Deliverables and Activities not identified as In-Scope above are out of scope unless accompanied by an approved Change Request. The following items should be considered with respect to the overall Client objective but are not planned for this engagement:

- Windows and MacOS operating systems are out of scope
- Publishing and delivering end user communications
- End user training

3. Deliverables

The following deliverables are included in this Statement of Work.

#	Deliverable	Description	Acceptance Criteria
1	Intune As-built	A document that captures the current configuration of the service.	Appendix A Deliverable Acceptance
2	Migration Process	A technical document capturing the steps to migrate a device from its current state to the desired state.	Appendix A Deliverable Acceptance
3	Communications Strategy Deck	The Assumptive Communications Workshop Deck with decision confirmations recorded.	Appendix A Deliverable Acceptance
4	Communications Schedule	A document that outlines recommended communications release based on confirmed end user impacts dates.	Appendix A Deliverable Acceptance

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5	Communications	Technical drafts of end user communications to be distributed/published to affected audience.	Appendix A Deliverable Acceptance
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4. Activity Plan

The schedule below represents the estimated work effort for the engagement. The expected engagement duration is approximately 41 weeks in duration.

Activity / Topic	Timeframe	Description and Deliverables	Client Team Involvement
Initiation	Prior to Week 1	<ul style="list-style-type: none"> Planning for the engagement Expectations Meeting Schedule Plan Participant Identification & Review Review of existing materials 	<ul style="list-style-type: none"> Project management
Envisioning & Planning	Weeks 1 – 6	<ul style="list-style-type: none"> Requirements and use case gathering Migration design sessions Intune design sessions 	<ul style="list-style-type: none"> Intune service team Security team Device team
Develop & Stabilize	Weeks 7 – 15	<ul style="list-style-type: none"> Intune configuration Quisitive and Client UAT 	<ul style="list-style-type: none"> Intune service team Security team (verify) Device team Application team
Migration preparation	Week 16 - 24	<ul style="list-style-type: none"> Migration process development Develop rollout schedule End user impact and technology discussions Communications strategy discussions 	<ul style="list-style-type: none"> Intune service team Device team Support team(s) Change Management team
Migrate	Week 25 - 41	<ul style="list-style-type: none"> Migration activities and support 	<ul style="list-style-type: none"> Intune service team Device team Support team(s)
Close Out	Week 41	<ul style="list-style-type: none"> Final Presentation Deliverable Acceptance and Survey 	

5. Assumptions and Expectations

The scope, deliverables, and related work estimate for this engagement were developed based on the following Assumptions and Expectations. Changes to these assumptions and expectations may impact the estimated effort, schedule, and fees associated with the completion of the services outlined in this SOW.

5.1 Assumptions

Unless otherwise stated in this SOW:

1. Prerequisite requirements (security clearances, background checks, systems access, awareness training, etc.) have been communicated to Quisitive prior to the project kickoff meeting. Client prerequisites will be billable time.
2. Client and Quisitive resources will be working in cooperation and collaboratively with one another.
3. Information provided in Client documents and statements used to develop this SOW is assumed to accurately represent the subject matter.
4. The delivery timeframe and costs provided in this SOW assume that the required resources will be available.

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5. Delays in the timely provision of access to personnel and/or resources may result in increases in costs, delayed deliverables, and/or scope reduction.
6. Quisitive resources will have read access to the tools and systems required to deliver the services defined in this SOW. Quisitive personnel will work with screen sharing or "over-the-shoulder" access.
7. Scope includes that written deliverables are updated one time.
8. Quisitive OCM efforts assume a single, general end user persona for each Android and iOS audiences.
9. Quisitive resources will be engaged part-time (20 hrs. per week) or per the agreed-upon project schedule, and work will be completed on consecutive business/working days for the duration of this engagement unless otherwise agreed.
10. Operational readiness is provided via real-time knowledge transfer throughout the engagement and up to three agenda driven training sessions. The development of operational processes and procedural documentation is out of scope.
11. Android and iOS are in scope. Other operating systems are out of scope including but not limited to Windows and MacOS.
12. First level and/or desk side support will be handled by the Client.
13. The Client has or will acquire the appropriate Microsoft 365 licenses to cover features within scope.
14. The environment is estimated to include 400 managed Samsung tablets, 100 managed iOS devices, and 1400 personal mobile devices.
15. The migration of managed devices is estimated at a velocity of 50 devices per week for 16 weeks.
16. The adoption of Intune for unmanaged devices is estimated at 100 users per week for 16 weeks.

5.2 Expectations of Client Participation

Unless otherwise stated in this SOW, the Client will be primarily responsible for the following **Expectations**:

1. To help ensure success, all requests for information from Client individuals shall be turned around within two (2) business days.
2. The Client will provide acceptance criteria for work items. If work is requested to be completed without full requirements and acceptance criteria, Quisitive will bill for consultants to perform the business analysis work necessary to complete the requirements and acceptance criteria.
3. The Client will provide access to and ensure the availability of relevant systems and environments from Project start through completion.
4. The Client will purchase all hardware, software, and requisite licenses needed at their expense and on a timely basis so as not to have a negative impact on the timeline.
5. The Client Project Manager (or designee) will have the authority to make project decisions and to ensure that required personnel are available for meetings and assigned tasks.
6. The Client Project Manager (or designee) will manage Client resources and commitments to avoid work stoppages or delays in the project schedule.
7. The Client will assume responsibility for managing all vendors not managed by Quisitive.
8. The Client will make appropriate subject matter experts and stakeholders available as needed to support requirements validation and deliverable review and acceptance.
9. The Client will perform User Acceptance testing on work items.
10. The Client will work with Quisitive to assign or associate Quisitive as a Microsoft partner. More information is provided in the Appendix.
11. The Client will provide level one (1) support (Help Desk) for project needs.
12. The Client will be responsible for the operation of and changes to VMware Workspace ONE.
13. The Client will be responsible for publishing and/or delivering end user communications and orientation materials.
14. The Client will be responsible for maintaining and updating end user instructions as needed. Quisitive can assist.
15. The Client will be responsible for activities requiring that IT physically service hardware (e.g. tablets and phones).

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6. Team

Key team roles are described below. Individuals may fulfill one or more roles on this engagement.

Role	Responsibilities
Infrastructure Consultant	<ul style="list-style-type: none"> • Primary delivery resource of the project • Facilitate technical sessions • Develop technical deliverables
Organizational Change Management Consultant	<ul style="list-style-type: none"> • Facilitates OCM Workshop • Prepares and delivers Communications Strategy, Communications Schedules • Authors technical drafts of end user communications
Principal Oversight	<ul style="list-style-type: none"> • Technical oversight for strategy and deliverables • Facilitate and/or participate in technical sessions
Project Manager	<ul style="list-style-type: none"> • Lead project kickoff and close • Create project plan and manage to schedule and budget • Document and track project risks, action items, issues, and decisions • Create and communicate project status reports • Manage deliverable acceptance and change requests
Manager	<ul style="list-style-type: none"> • Primary accountability for the quality of delivery, communication, and issue resolution • Management oversight for status reporting, budget, and schedule tracking • Strategic business and technology alignment

7. Pricing

Quisitive will perform these activities on a **time and materials** basis. The fees shown below are an estimate based on information furnished by the Client and do not constitute an agreement to provide Services for a specific price or a "not to exceed" price. Quisitive acknowledges that the pricing, scheduling, and delivery dates contained in this SOW are essential objectives to achieve, but nonetheless represent estimates based on the current scope of Services and Deliverables set forth in this SOW.

Category	Fees
Professional Services	\$347,090
Total Estimated Fees	\$347,090

Quisitive will provide services at the following Rates. Quisitive reserves the right to add or remove roles and modify their allocation based on the requirements of the Project.

Service	Rate
Infrastructure Consultant	\$198.45
Organizational Change Management Consultant	\$198.45
Project Manager	\$198.45
Technical Oversight	\$198.45

This SOW will expire May 30, 2024 unless executed.

Award #2 Supporting Documents 5/23/2024

8. Acceptance

This SOW is subject to and governed by the MSA. When executed by an authorized representative of both parties (and except to the extent expressly specified otherwise herein), this SOW incorporates all of the terms and conditions, warranties, disclaimers, limitations, and other provisions of the MSA between the parties.

In the event of any ambiguity or conflict between any of the terms and conditions contained in the MSA and the terms, conditions, and other provisions of this SOW, the terms and conditions of the MSA shall control, unless the parties have expressly provided in this SOW that a specific provision of the MSA shall be amended, in which case the MSA shall be so amended, but only with respect to the services and deliverables covered by this SOW. In all events, the warranty remedies, warranty disclaimers, limitations of liability, and limitations on damages contained in the MSA shall remain in full force and effect.

The Services described in this SOW constitute Quisitive’s entire obligation to provide Services hereunder. If the Client requests services in addition to the Services identified in this SOW, the performance of such additional services will require a modification to the deliverables and any adjustment to the schedule and/or fees to be paid.

CLIENT	QUISITIVE
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Appendix A

1. Deliverable Acceptance

Deliverable Acceptance Process (except Agile services)

All Deliverables will be submitted to the Client's Project Manager (or designee) for approval during regular business hours. The Client will evaluate each Deliverable and accept or reject it within three (3) business days after receipt; otherwise, the Deliverable will be deemed accepted. After acceptance, any subsequent services provided with respect to any such Deliverable shall be provided at Client's expense on a time and materials basis at Quisitive's then-current rates.

To be valid, any rejection of a Deliverable must have a reasonable, factual basis derived from the scope of the Project as set forth in this SOW. Should a Deliverable be rejected, the Client's Project Manager (or designee) will send a problem identification statement electronically to Quisitive's Project Manager within one (1) day of the rejection, identifying the Deliverable and the specific reason for rejection, and will include any pertinent data for debugging purposes.

Quisitive will return the corrected Deliverable following problem identification with the appropriate fix applied. Client's Project Manager (or designee) will then review the corrected Deliverable, focusing on the corrections provided, within one (1) business day of turnover, and will notify Quisitive using the appropriate Acceptance/Signoff or rejection following the above-stated process within one (1) business day of review.

2. Project Governance

Change Management

The Change Management Process is a crucial mechanism that can affect the success or failure of this Project. This process is the primary vehicle for containing scope and providing management with the opportunity to make timely trade-offs between the three (3) key critical success factors of scope, budget, and schedule. It is imperative that potential changes are identified early, documented carefully, and resolved at the appropriate levels of responsibility.

Changes are broadly defined as work activities or work products not originally planned for or estimated. More specifically, changes may include but are not limited to:

- Scope items not listed in a mutually agreed upon scope deliverable
- Participation in activities not previously included in the list of work activities in the project plan
- Provision or development of deliverables not identified in the SOW
- Project delays caused by resources being unavailable as required per the project plan
- Any rework of completed activities or accepted deliverables
- Investigative work to determine the impact of significant changes

To manage change properly, at the beginning of the Project, Quisitive and Client will institute a mutually acceptable change control process to identify, track, assess, and approve changes to the Project. Quisitive and Client will follow this process to classify, prioritize, approve, or reject changes.

The Change Management Process ensures that changes to the Project's scope, schedule, or budget are agreed upon prior to implementation of changes. **No project changes defined by the SOW shall be implemented until the impact of the change on timeline, budget, and resources has been mutually agreed to by the parties in writing and executed.**

Please note the following:

- All Change Requests must be submitted in writing
- Changes to the project budget in excess of a cumulative total of \$5,000 will require a formal Change Request signed by an authorized Client stakeholder
- If the change is accepted, each party's authoritative delegate must sign a written Change Request. When signed by both parties, the Change Request is an addendum to the SOW
- Changes to the project budget less than a cumulative total of \$5,000 will be logged within a project Decision Log and will require formal agreement by the Client stakeholder

Award #2 Supporting Documents 5/23/2024

Communication Management

Project Communication Management includes processes required to ensure the timely and appropriate generation, collection, dissemination, storage, and ultimate disposition of project information. Communication provides critical links between people, ideas, and information necessary for success.

Timely status reporting and current project schedules are essential for measuring project progress. The specific activities that each team member works on, and their progress against completing those activities, are the only objective measure of where the Project stands against the schedule and budget.

For managing the scope of project documentation, Quisitive recommends Client establish a Project Communications plan that clearly defines the users of information, the frequency of information, and the content and context of information during the Project. In addition, a project repository will be recommended to facilitate the storage and retrieval of all documents related to the Project.

3. Travel and Incidental Expenses

While out-of-town travel is not anticipated for this engagement, any travel costs would be billed separately as incurred. Any required travel must be pre-approved by the Client.

Unless otherwise stated, this estimate does not include costs for potential investments in new hardware or software to support this solution.

4. Project Delays

Quisitive will allocate resources based on the agreed-upon timeline as articulated in this SOW. Any work stoppages resulting from Client-imposed delays will result in affected Quisitive consultants billing the expected hours for the duration of the work stoppage.

There are several activities that are required each time a project is paused and restarted. These activities will be covered via a Change order that takes those activities into account so that the Project can be paused and restarted effectively. Project pause and restart activities will include additional hours and budget for:

1. Pause preparation - Packaging and documenting the work that has been done to date cleanly and effectively so that no work or value to the Client is lost during the pause.
2. Restart communication with the Client – Communication with the Client during the Pause period to determine when the restart will take place.
3. Restart planning with Client – Review of schedule changes and Client priorities prior to restart.
4. Restart onboarding – Work to ensure the Quisitive Project Team is onboarded and ready to restart. With a project pause longer than two (2) weeks, there is no guarantee that the same project team will be able to be staffed on the Project.
5. Restart Kickoff – Kickoff with the Client and project team for the restarted Project.

5. Terms and Conditions

- **Expiration:** This SOW offer will expire 60 days from the SOW date listed on the first page unless executed
- The term of this SOW is effective upon execution and continues through the completion of the engagement
- **Sales Tax:** The Client is responsible for any applicable sales tax
- **Termination:** Client must provide a minimum of 20 business days written notification to cancel this SOW for cause. Upon termination, Quisitive will cooperate with Client in effecting an orderly transition and shall be paid (and if applicable shall be entitled to recover payment) for all Services rendered through the date of termination, plus, to the extent that they cannot be reasonably eliminated, costs reasonably incurred in anticipation of the performance of the Services, costs incurred in connection with canceling any secondary contracts Quisitive undertook in anticipation of performing the Services, and costs incurred by assigning resources to Project that have been cancelled or suspended by Client.

Award #2 Supporting Documents 5/23/2024

6. Microsoft Partner Record

When acting on behalf of the Client managing, configuring, and supporting Azure, D365, M365, and/or Power Apps services, Quisitive consultants will need access to the Client’s environment. Using Partner Admin Link (PAL), Quisitive consultants will associate the user credentials used for service delivery with Quisitive’s HQ ID. This requires no action from the Client. When the Consultant’s user credentials are disabled, the information will be removed.

Microsoft Online Services Partner Incentives Disclosure for Public Sector Entities – As a Microsoft Gold Partner in Cloud Platform and Cloud Productivity, Quisitive participates in a variety of Microsoft programs and initiatives that reward partners for enabling and enhancing the success of our mutual Clients. The Microsoft Partner Incentives Portfolio includes incentive programs through which Microsoft may provide the Partner with fees, commissions, or other compensation in connection with Microsoft products or services purchased or utilized by the Client. The Microsoft Partner Incentive program participation terms require that the Partner provide this information in writing when the Client is a US governmental or public sector entity. As such, this disclosure is being provided to you in accordance with program terms.

This SOW supports the following workloads and activities:

M365 Products:

<input type="checkbox"/> Teams Platform	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Teams Meetings	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Teams Rooms	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Teams Phone	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Teams for Frontline Workers	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Teams Phone Enabled Users	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Microsoft Intune	<input checked="" type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Viva Connections	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Viva Engage	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Viva Learning	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Viva Insights	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Viva Goals	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Viva Topics	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Managed Security Services	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Azure Active Directory Premium 2 (AADP 2)	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Azure Active Directory Premium Conditional Access	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Insider Risk Management (IRM)	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Microsoft Defender for Cloud Apps (MDC) / Microsoft Cloud App Security (MCAS)	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Microsoft Defender Endpoint (MDE) / Microsoft Defender Advanced Threat Protection (MDATP)	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Microsoft Purview Information Protection (MIP)	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Microsoft Defender for Identity (MDI)	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Microsoft Defender for Office (MDO)	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> M365 Apps	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Exchange Online	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:

Award #2 Suporting Documents 5/23/2024

<input type="checkbox"/> SharePoint Online	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
<input type="checkbox"/> Outlook	<input type="checkbox"/> Deployment/Migration <input type="checkbox"/> Remote Guidance <input type="checkbox"/> Other:
Directory ID/Tenant ID (Found in Azure Active Directory under "Manage", "Properties"):	

Award #2 Supporting Documents 5/23/2024

Funding Sources and Cash Flows									
Capital or O&M	Index / Project # / Cost Center	O&M Spreadsheet Line	FY24	FY25	FY26	FY27	FY28	FY29	
Capital	8009597		\$ 275,000.00	\$ 72,090.00					\$ 347,090.00
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
			\$ 275,000.00	\$ 72,090.00	\$ -	\$ -	\$ -	\$ -	\$ 347,090.00 Total Award Amount

GENERAL SERVICES ADMINISTRATION
 FEDERAL SUPPLY SERVICE
 AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/ PRICE LIST



Quisitive, LLC

1431 Greenway Drive, Suite 1000
 Irving, TX 75038

Contract Number	GS-35F-0613W
Contract Period	August 27, 2020 through August 26, 2025
Pricelist Version	PS – 0036 dated August 17, 2020
DUNS	80650572
NAICS	541511
Web	www.quisitive.com
Business Size	Other than small business

SIN	Description
SIN 54151	Maintenance of Software as a Service – Subject to Cooperative Purchasing
SIN 54151S	Information Technology Professional Services – Subject to Cooperative Purchasing
	FPDS Code D302 IT Systems Development Services FPDS Code D306 IT Systems Analysis Services FPDS Code D307 Automated Information Systems Design and Integration Services FPDS Code D308 Programming Services FPDS Code D310 IT Backup and Security Services FPDS Code D311 IT Data Conversion Services FPDS Code D316 IT Network Management Services FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified
	<p>Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.</p> <p>Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.</p> <p>Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.</p>

Contact for Contract Administration:

Lindsay Kelling, Business Development Specialist
Lindsay.Kelling@quisitive.com

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsadvantage.gov>

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.fss.gsa.gov

TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):

SIN	Description
54151	Maintenance of Software as a Service – Subject to Cooperative Purchasing
54151S	Information Technology Professional Services – Subject to Cooperative Purchasing

LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

SIN	MFG. Part No.
54151	See hourly rates below
54151S	See Attachment 1

HOURLY RATES: (Services Only):

Labor Category Title	GSA Net Rate
Information Technology Consultant I	\$130.07
Information Technology Consultant II	\$146.26
Information Technology Consultant III	\$168.71
Information Technology Consultant IV	\$192.33
Information Technology Consultant V	\$198.45

All IT Consultants advise on the design of complex Microsoft solutions architectures (.Net, SQL Server, SharePoint, Dynamics, etc.). They also provide consulting support for technology watch, surveying emerging information and communication technologies and how they can be included within the International Telecommunication Union (ITU-T) work program. IT Consultants evaluate client projects and ensure their alignment and integration into corporate architecture, and we ensure technical positioning when required. They support architecture teams and sector development, establish high- level activities to implement normative frameworks, participate in the definition of project life cycle implementation and management methodologies, and contribute, technically and strategically to the business unit's development efforts.

IT Consultants will:

Administer: Perform the daily and weekly administration tasks essential to maintaining a sound environment. From simple tasks like modifying permissions to complex configuration changes and patching, our team efficiently and accurately addresses the important details in your environment. **Fix:** Remediation of any issues discovered, providing visibility into the resolution process as we track, troubleshoot, and resolve each issue. We also perform root cause analysis to prevent issues from recurring in the future.

Enhance: Managed Services Customers are eligible for recurring customization services at prepaid, discounted rates. These services are designed for both new and existing enhancement needs that require consultants familiar with your environment.

IT Consultants apply advanced analysis skills and experience to provide detailed reliable solutions and estimates for service implementations. They must have current and deep experience in the broad area of IT challenges in general and a broad range of skills across the Microsoft platform. Understanding of competitive technology enables the Consultant to properly assess feasibility of migrating customer solutions from, and/or integrating with customer solutions hosted on, non- Microsoft platforms. Ability to see projects through the entire project lifecycle is required. This includes managing multi-phase, multidimensional, and multi-resource IT infrastructure projects to conclusion while maintaining high customer satisfaction. The role requires an individual who is resourceful, confident under pressure, and has demonstrated skill in both crisis management and expectation management.

IT Consultants analyze system requirements for various computer system modules. Write load/performance test cases and test scripts Execute load/performance test cases and scripts. Log and track load/performance problems. Prepare reports of testing results to be reviewed by the requester.

APPENDIX B - PROPOSAL FORM
RFP 1411644846 FACILITIES JANITORIAL SERVICE – OPEN MARKET FOR DOWNTOWN, SERVICE CENTERS AND OTHER SITES

PROPOSER INFORMATION:

PROPOSER NAME: TRUSTED HAND SERVICE, INC
BUSINESS ADDRESS: 1010 N DAVIS STREET, SUITE 201
CITY, STATE, ZIP CODE: JACKSONVILLE, FLORIDA 32209
TELEPHONE: (904) 232-6300
FAX: (904) 232-2774
EMAIL OF CONTACT: THSINC@THS-INC.ORG
WEBSITE: https://www.trustedhandservice.com/

QUOTATION OF RATES

Maximum score for criterion is: 50 Points

The Proposer shall provide a firm-fixed price quote for all Work in this Solicitation by completing the enclosed Proposal Workbook. The prices shall include all profit, taxes, benefits, travel, and all other overhead items.

Please note, the prices quoted by the Proposer on the Proposal Form must be firm-fixed prices, not estimates. Any modifications, exceptions, or objections contained within the Proposal form may subject the Proposal to disqualification.

Description of Services – Facilities Janitorial Service - Open Market for Downtown, Service Centers and Other Sites	Total Two (2) Year Proposal Price
Total Two (2) Year Proposal Price – Transfer total from Appendix B – Proposal Workbook	\$1,101,956.12

PROFESSIONAL EXPERIENCE, LOCATION, AND AVAILABILITY OF RESPONDENTS STAFF

Maximum score for this criterion: 20 Points

The Proposer shall provide one resume of for the Account Manager available to work on the JEA engagement.

Education and Experience: Maximum points for this criterion: 10 points. At a minimum, the resume shall present the employee's name, title, years of service with the company, applicable professional registrations, education and work experience, including contracts similar in complexity and include the number of sites supported during the contract. Additional points will be awarded for contracts of similar size and complexity.

Availability, Response Time, and Account Management: Maximum points for this criterion: 10 points
In addition to the Education and Experience detailed above, the Proposer shall also submit a verifiable local business address for the Account Manager, their availability, and their expected average response time to JEA.

Proposer may provide this information in its own format to be attached to Appendix B – Proposal Form.

CLEANING INDUSTRY MANAGEMENT STANDARDS CERTIFICATION (CIMS)

Maximum score for this criterion: 5 Points

The Proposer must supply a copy of their CIMS certification. Proposers who have a current CIMS certification will receive five points. Proposers that do not have the certification will receive zero points.

CIMS Certification shall be attached to Appendix B – Proposal Form.

APPENDIX B - PROPOSAL FORM

RFP 1411644846 FACILITIES JANITORIAL SERVICE – OPEN MARKET FOR DOWNTOWN, SERVICE CENTERS AND OTHER SITES

QUALITY METRICS

Maximum score for this criterion: 25 Points

The Proposer shall submit a written "Quality Plan" addressing, at a minimum, the following elements for JEA, and how it specifically applies to the following needs of JEA:

- Coverage, Adequacy and Frequency of Inspection
 - How will the Proposer determine if the specified Service Levels are being met across all sites?
 - What will be inspected?
 - Who will complete the inspections?
 - What will be the frequency of inspections?
 - What will be the coverage (Frequency of all sites receiving inspections)?
- Frequency and Delivery of Metric Reporting
 - What Quality Metrics will be tracked?
 - How often will reporting be provided to JEA?
 - How will the data be made available to JEA?
 - How will the reporting be delivered? Electronically or via hard copy?
- Follow Up Action Plan for Failed Inspections
 - Please propose a "Follow Up Action Plan" for any failed inspections.

Proposer may provide this information in its own format to be attached to Appendix B – Proposal Form.

Proposers's Certification

By submitting this Proposal, the Proposer certifies (1) that the Proposer has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Proposer, and (3) that the Proposer is legally authorized to do business and maintains an active status, in the State of Florida. The Company certifies that its recent, current, and projected workload will not interfere with the Proposer's ability to Work in a professional, diligent and timely manner.

The Proposer certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Proposer shall immediately notify JEA of status change.

Please initial below:

KM (Initials) 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".

We have received addenda 1 through 6

Katy Moon
Signature of Authorized Officer of Proposer or Agent

4/22/2024
Date

Katy Moon, President
Printed Name & Title

(904) 232-6300
Phone Number

Award #4 Supporting Documents 5/23/2024

S.No	Question	Scorer	Scores											
			Burns & McDonnell	Power Engineers	Pickett	Worley	Leidos	GAI	Stantec	TRC Engineers	Chen Moore	Enercon	Gannett Fleming	RCM Technologies
Grand Total of Scores			93.03	91.26	90.97	87.39	86.90	86.73	86.32	83.69	83.60	82.32	80.58	70.17
Supplier Rank			1	2	3	4	5	6	7	8	9	10	11	12
2	(45) Professional Staff Experience - 45 Points = (Average(Evaluator 1 % + Evaluator 2% + Evaluator 3%)) (x) 45 Points)		42.78	43.09	43.64	38.39	40.40	39.82	43.57	42.44	42.10	38.32	40.33	42.00
2.1	Overall Project Manager													
		Chmist (out of 55)	54	54	55	54	53	52.5	54	54	53	51	51	52
		Hamilton (out of 55)	54	53	53	55	52	50.5	55	55	52	48	45	47
		Talebi Shojaeion (out of 55)	52	53	52	54	50	51.5	52	51	52	48	48	48
2.2	Lead Transmission Engineer													
		Chmist (out of 55)	54	53	54	34	48.5	49	54	51.5	54	33	50	54
		Hamilton (out of 55)	54	46	52	31	39.5	43	51	44.5	53	32	43	52
		Talebi Shojaeion (out of 55)	55	49	53	31	48.5	47	53	50.5	50	32	50	50
2.3	Lead Substation Engineer													
		Chmist (out of 55)	54	54	54	54	53	50.5	54	53	53	53	50.5	53
		Hamilton (out of 55)	53	55	55	52	55	46.5	53	50	51	55	43.5	50
		Talebi Shojaeion (out of 55)	52	53	50	53	50	49.5	52	53	52	52	48.5	50
2.4	Lead Civil/ Structural Engineer													
		Chmist (out of 55)	51.5	54	54	52	52	51	54	54	52.5	53	53	53
		Hamilton (out of 55)	44.5	55	55	43	43	47	55	55	48.5	55	55	55
		Talebi Shojaeion (out of 55)	49.5	53	53	50	48	46	52	51	46.5	50	54	52
3	(50) Company Experience - 50 Points = (Average(Evaluator 1 % + Evaluator 2% + Evaluator 3%)) (x) 50 Points)		46.25	44.17	43.33	45.00	42.50	42.92	38.75	41.25	37.50	40.00	36.25	24.17
2.2	Reference 1													
		Chmist (out of 10)	10	10	10	10	10	10	9	9	7	10	7	4
		Hamilton (out of 10)	9	9	10	8	8	8	7	9	8	8	7	8
		Talebi Shojaeion (out of 10)	8	7	9	6	8	6	9	5	7	7	7	5
2.5	Reference 2													
		Chmist (out of 10)	10	10	10	10	10	10	9	9	7	10	7	4
		Hamilton (out of 10)	9	9	8	8	8	9	7	10	8	8	7	6
		Talebi Shojaeion (out of 10)	10	6	8	7	7	7	8	10	6	6	8	4
2.6	Reference 3													
		Chmist (out of 10)	10	10	10	10	10	10	9	9	8	7	7	4
		Hamilton (out of 10)	10	10	10	10	10	10	6	7	8	10	8	6
		Talebi Shojaeion (out of 10)	9	9	5	10	9	8	6	8	7	7	7	3
2.7	Reference 4													
		Chmist (out of 10)	10	10	7	10	10	10	9	8	8	7	7	4
		Hamilton (out of 10)	10	9	9	9	7	7	6	8	9	10	9	7
		Talebi Shojaeion (out of 10)	6	8	8	10	7	8	8	7	7	6	6	3
3	(5) Jacksonville Small & Emerging Business (JSEB) = Average of Scores		4	4	4	4	4	4	4	0	4	4	4	4
3.1		Chmist (out of 5)	4	4	4	4	4	4	4	0	4	4	4	4
		Hamilton (out of 5)	4	4	4	4	4	4	4	0	4	4	4	4
		Talebi Shojaeion (out of 5)	4	4	4	4	4	4	4	0	4	4	4	4



BURNS & MCDONNELL CLASSIFICATION GUIDE SUMMARY
Architecture Positions

Personnel Classification	Level	Minimum Qualifications	2024 Hourly Billing Rate
General Office	5	N/A	N/A
Technician	6	The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell, except that services provided by Burns & McDonnell Global, Inc. will be billed at a Level 6 based on the rates associated.	\$94.00
Assistant	7	Bachelor's degree in engineering from an accredited curriculum; or completion of Architect in Training (AIT) examination	\$114.00
	8	Bachelor's degree from an accredited curriculum in architecture plus 1 year discipline-related experience; or Master's degree	\$156.00
Assistant	9	Bachelor's degree from an accredited curriculum in architecture plus 2 years discipline-related experience; Master's degree may be substituted for one year.	\$186.00
Staff	10 11	Bachelor's degree from an accredited curriculum in architecture plus 4 years discipline-related experience; Master's degree may be substituted for one year. Professional registration or certification preferred	\$211.00 \$231.00
Senior	12 13	Bachelor's degree from an accredited curriculum in architecture plus 8 years discipline-related experience; Master's degree may be substituted for one year. Professional registration or certification preferred	\$261.00 \$283.00
Associate	14 15	Bachelor's degree from an accredited curriculum in architecture plus 14 years discipline-related experience; Master's degree may be substituted for one year. Professional registration or certification required.	\$291.00 \$293.00
Senior Associate	16 17	Bachelor's degree from an accredited curriculum in architecture plus 22 years discipline-related experience; Master's degree may be substituted for one year. Proven ability to deal effectively with a wide variety of industry, government and public contracts on project-related matters. Professional registration required	\$296.00 \$298.00



BURNS & MCDONNELL CLASSIFICATION GUIDE SUMMARY
 TECHNICAL SPECIALTY
 Engineering and Management Positions

Personnel Classification	Level	Minimum Qualifications	2024 Hourly Billing Rate
General Office	5	N/A	N/A
Technician	6	The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell, except that services provided by Burns & McDonnell Global, Inc. will be billed at a Level 6 based on the rates associated.	\$94.00
Assistant	7	N/A	N/A
Assistant	8	Bachelor's degree in engineering from an accredited curriculum; or completion of fundamentals of engineering (FE) examination	\$156.00
Assistant	9	Bachelor's degree in engineering from an accredited curriculum, completion of FE examination, plus minimum of one year related experience. Completion of master's degree in related field may be substituted for one year of experience	\$186.00
Staff	10 11	Bachelor's degree in engineering (or equivalent) from an accredited curriculum plus a minimum of three years' related experience. Registration as an FE or demonstrated progress toward certification in professional field. Completion of master's degree in related field may be substituted for one year of experience	\$211.00 \$231.00
Senior	12 13	Bachelor's degree in engineering (or equivalent) from an accredited curriculum plus a minimum of seven years' progressive experience. Registration as an FE or demonstrated progress toward certification in professional field. Completion of master's degree in related field may be substituted for one year of experience	\$261.00 \$283.00
Associate	14 15	Bachelor's degree in engineering (or equivalent) from an accredited curriculum plus a minimum of 13 years' progressive experience. Demonstrates continued educational development and ability to apply new methods and developments. Professional registration. Master's degree preferred	\$291.00 \$293.00
Senior Associate	16 17	Bachelor's degree in engineering (or equivalent) from an accredited curriculum plus a minimum of 21 years' progressive experience. Demonstrates creativity, foresight and mature professional judgment in solving unprecedented problems, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for diverse engineering and architectural activities. Professional registration. Master's degree preferred	\$296.00 \$298.00



BURNS & MCDONNELL CLASSIFICATION GUIDE SUMMARY
TECHNICAL SPECIALTY Drafting, Detailing and Design Positions

Personnel Classification	Level	Minimum Qualifications	2024 Hourly Billing Rate
Drafting Technician	5	High School Diploma or GED required. Certificate in Drafting/Design preferred.	\$74.00
Drafting Technician	6	Associate's degree in drafting or engineering technology or associate's degree in drafting or engineering technology and 0 years related experience, or 1-2 years' drafting experience The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell, except that services provided by Burns & McDonnell Global, Inc. will be billed at a Level 6 based on the rates associated.	\$94.00
Assistant Detailer	7	Bachelor's degree in drafting or engineering technology and 0 years experience, or associate's degree in drafting or engineering technology and 1 year related experience, or 2+ years' drafting experience	\$114.00
Assistant Detailer/Assistant Designer	8	Bachelor's degree in drafting or engineering technology and 2 years experience, or associate's degree in drafting or engineering technology and 3 year related experience, or 4+ years' drafting experience	\$156.00
Assistant Detailer/Assistant Designer	9	Bachelor's degree in drafting or engineering technology and 4 years experience, or associate's degree in drafting or engineering technology and 5 year related experience, or 6+ years' drafting experience	\$186.00
Staff Designer	10	Bachelor's degree in drafting or engineering technology and 7 years experience, or associate's degree in drafting or engineering technology and 8 year related experience, or 9+ years' drafting experience	\$211.00
Staff Designer	11	Bachelor's degree in drafting or engineering technology and 10 years experience, or associate's degree in drafting or engineering technology and 11 year related experience, or 12+ years' drafting experience	\$231.00
Senior Designer	12	Bachelor's degree in drafting or engineering technology and 13 years experience, or associate's degree in drafting or engineering technology and 14 year related experience, or 15+ years' drafting experience	\$261.00
Senior Designer	13	Bachelor's degree in drafting or engineering technology and 16 years experience, or associate's degree in drafting or engineering technology and 17 year related experience, or 18+ years' drafting experience	\$283.00
Associate	14	Bachelor's degree in drafting or engineering technology and	\$291.00



Designer	15	20 years experience, or associate's degree in drafting or engineering technology and 21 year related experience, or 22+ years' drafting experience	\$293.00
Senior Associate Designer	16 17	Bachelor's degree in drafting or engineering technology and 28 years experience, or associate's degree in drafting or engineering technology and 29 year related experience, or 30+ years' drafting experience	\$296.00 \$298.00

Notes:

1. For outside expenses incurred by Burns & McDonnell, such as services rendered by subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
2. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
3. The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.

POWER ENGINEERS INC.
SUBSTATION AND TRANSMISSION DESIGN SERVICES
SCHEDULE OF CHARGES – 06/01/24 to 05/31/25
JEA

This standard Schedule of Charges is for professional services. Unless agreed otherwise, charges for work on continuing projects will be based on the then current Schedule of Charges. Invoices will be submitted monthly and/or upon completion of the work and will be due and payable when issued. All accounts not paid within thirty (30) days after Owner's receipt of the invoice will bear a **SERVICE CHARGE OF 1.0% PER MONTH** for each month the invoice is unpaid.

GRADE	PERSONNEL CLASSIFICATION	
13	President Executive Vice President Senior Project Manager IV	\$232.00/hr.
12	Project Manager Director Senior Project Manager III	\$232.00/hr.
11	Senior Project Manager II Senior Program Manager II Principle Engineer II	\$232.00/hr.
10	Senior Project Manager I Senior Program Manager I Senior Project Engineer III Senior Project Lead III Strategic Consultant III Principle Engineer I	\$232.00/hr.
9	Project Manager III Senior Project Lead II Construction Manager III Senior Project Engineer II Strategic Consultant II Senior Consultant III Senior Engineer II	\$232.00/hr.
8	Project Manager II Senior Project Lead I Strategic Consultant I Senior Consultant II Senior Project Engineer I Construction Manager II Senior Engineer I	\$208.00/hr.
7	Project Manager I Project Lead II Construction Manager I Environmental Specialist IV Project Engineer II Engineer IV Designer V Project Administrator III Senior Consultant I	\$178.00/hr.
6	Project Lead I Project Engineer I Engineer III Designer IV Environmental Specialist III Procurement Specialist III Scheduling Specialist III Project Administrator II Consultant III	\$167.00/hr.
5	Engineer II Designer III Technician IV Environmental Specialist II Procurement Specialist II Scheduling Specialist II Project Administrator I Consultant II	\$156.00/hr.
4	Engineer I Designer II Technician III Environmental Specialist I Procurement Specialist I Field Representative IV Scheduling Specialist I Project Managers Assistant III Consultant I	\$141.00/hr.
3	Designer I Drafter III Technician II Field Representative III Staff Assistant II Project Managers Assistant II	\$127.00/hr.
2	Drafter II Staff Assistant Field Representative II Project Managers Assistant I	\$105.00/hr.
1	Drafter I General Office Assistant Field Representative I	\$83.00/hr.

Personnel with specialized experience are employed by or on retainer to POWER. Charges for these specialists are negotiated on an individual basis depending on the assignment. Professional time for depositions and testimony is charged at 1.5 times the rate for services; full-day minimums apply.

**POWER ENGINEERS INC.
SUBSTATION AND TRANSMISSION DESIGN SERVICES
SCHEDULE OF CHARGES – 06/01/24 to 05/31/25
JEA**

This standard Schedule of Charges is for professional services. Unless agreed otherwise, charges for work on continuing projects will be based on the then current Schedule of Charges. Invoices will be submitted monthly and/or upon completion of the work and will be due and payable when issued. All accounts not paid within thirty (30) days after Owner's receipt of the invoice will bear a **SERVICE CHARGE OF 1.0% PER MONTH** for each month the invoice is unpaid.

REPRODUCTION

Drawings – Black & White

Large Scale Drawings (C Size)	\$1.90/ea.
Large Scale Drawings (D Size)	\$3.30/ea.
Large Scale Drawings (E Size)	\$5.50/ea.

Drawings – Color

Large Scale Drawings (C Size)	\$6.00/ea.
Large Scale Drawings (D Size)	\$10.90/ea.
Large Scale Drawings (E Size)	\$17.50/ea.

Documents – Black & White

Single-sided Copies	8 x 11 \$0.11/ea.	11 x 17 \$0.17/ea.
Double-sided Copies	8 x 11 \$0.22/ea.	11 x 17 \$0.34/ea.

Documents – Color

Single-sided Copies	8 x 11 \$0.50/ea.	11 x 17 \$1.00/ea.
Double-sided Copies	8 x 11 \$1.00/ea.	
Spiral Comb		\$2.65/ea.
3 Ring Binder		Dependent on size
Special Copy Center Projects (Labor)		\$45.00/hr.

SURVEY EQUIPMENT

Survey Equip. to support field crew		\$70.00/day
GPS Equipment 2 Units	\$60.00/hour	\$350.00/day
GPS Equipment 3 Units	\$80.00/hour	\$450.00/day

Other expenses including but not limited to subcontractors, airfare, lodging, meals, postage and shipping, purchases, rentals, are charged at cost plus a carrying and handling charge of 10%.

Communication Charge - including but not limited to VOIP charges, file sharing cloud services, and web collaboration sites, charged at 1% of labor billing charges.

CAD and Software Usage Charge – charged at 3% of labor billing charges. This charge covers CAD application and design software including: AutoCAD, MicroStation, Autodesk Revit, PLS-Cad, Smart Plant P&ID, electrical studies software, and other design software as required.

Award #4 Supporting Documents 5/23/2024

CP#	Project Name	Engineering	Surveying	Studies	Project Management	Project Status
788-18	West Jax T2 300 MVA Autotransformer Replacement	\$ 150,000	\$ 10,000		\$ 95,000	Starts FY26
788-123	College Substation - Reconfiguration to Network Design	\$ 300,000	\$ 50,000		\$ 100,000	Starts FY27
788-141	GEC 230kV Bay & Breaker Addition for Circuit 950	\$ 350,000	\$ 20,000		\$ 60,000	Starts FY24
788-148	Mayo Sub 230 kV Addition-phase 2	\$ 80,000	\$ -		\$ 55,000	Starts FY24
788-169	Solar PV - Miller New 230kV Switchyard - Substation	\$ 800,000	\$ 80,000		\$ 95,000	Starts FY24
788-171	Solar PV - Peterson New 230kV Switchyard - Substation	\$ 800,000	\$ 80,000		\$ 95,000	Starts FY24
788-172	Solar PV - Caldwell New 230kV Switchyard - Substation	\$ 800,000	\$ 80,000		\$ 95,000	Starts FY24
788-###	Normandy T6 230-138 kV 500 MVA Autotransformer replacement	\$ 150,000	\$ 10,000		\$ 95,000	Starts FY26
788-###	Greenland T6 230-138 kV 300 MVA Autotransformer replacement	\$ 150,000	\$ 10,000		\$ 95,000	Starts FY27
788-###	Hartley T6 230-138 kV 300 MVA Autotransformer replacement	\$ 150,000	\$ 10,000		\$ 95,000	Starts FY27
788-###	Ingle Solar PV switching station	\$ 800,000	\$ 80,000		\$ 95,000	Starts FY27
789-135	Durbin Sub 230kV Circuit 924/932 Interconnect	\$ 275,000	\$ 50,000		\$ 75,000	Starts FY27
789-159	Villages North New 230kV Substation-Transmission	\$ 275,000	\$ 100,000		\$ 75,000	Starts FY27
789-160	Maxville New 230kV Substation - Transmission	\$ 250,000	\$ 50,000		\$ 75,000	Starts FY26
789-161	Solar PV - Miller #1 New 230kV Switchyard - Transmission	\$ 275,000	\$ 50,000		\$ 75,000	Starts FY24
789-163	Solar PV - Peterson #1 New 230kV Switchyard - Transmission	\$ 275,000	\$ 50,000		\$ 75,000	Starts FY24
789-169	New World 230kV Substation - Transmission	\$ 800,000	\$ 200,000		\$ 75,000	Starts FY25
	Totals	\$ 6,680,000	\$ 930,000	\$ -	\$ 1,425,000	
	Engineering Contracts Total	\$ 7,610,000	\$ 3,805,000			
	Project Management Contracts Total	\$ 1,425,000				



Formal Bid and Award System

Award #8 October 3, 2019

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 6599
Requestor Name: Short, Michael L. - Manager, Project Design
Requestor Phone: 904-665-8165
Project Title: SSF 6 Gas Circuit Breakers
Project Number: 6599
Project Location: JEA
Funds: Capital – CP # 788-134, 788-125, 788-01
Budget Estimate: \$4,800,000.00

Scope of Work:

The primary purpose of this Invitation to Negotiate (ITN) is to evaluate and select a vendor that can provide 145 and 245 kV SF 6 Circuit Breakers for JEA’s Operations and Maintenance and capital projects business units.

All technical requirements (approved manufacturers, materials and ratings) and service requirements are provided in Appendix B – Response Workbook and Form and Appendix A – Technical Specifications, attached hereto.

The following companies are Approved Manufacturers:

- Alstom
- Hitachi HVB Inc.
- Mitsubishi Electric Power Products Inc.

This project will positively affect JEA Measures of Value:

- * Customer Value: Explain how this project will increase value to the customer
- * Community Impact Value: Explain how this project will increase value to the community
- * Environmental Value: Explain how this project will increase value to the environment
- * Financial Value: Explain how this project will positively impact the bottom line (to JEA and/or customer)

JEA IFB/RFP/State/City/GSA#: 097-19
Purchasing Agent: Rodney D.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
Altom Grid, LLC	George Muchesko	Georg.muchesko@ge.com	1 Power Lane	(724)-483-7874	\$4,559,300.00

Amount for entire term of Contract/PO: \$4,559,300.00
Award Amount for remainder of this FY: \$1,402,255.00
Length of Contract/PO Term: Five (5) Years, with two (2) – 1 Yr. Renewals

Award #5 Supporting Documents 5/23/2024

Begin Date (mm/dd/yyyy): 10/15/2019
End Date (mm/dd/yyyy): 10/14/2024
Renewal Options: Two (2) – 1 Yr. Renewals
JSEB Requirement: None

BIDDERS:

Name	First Round	BAFO	Rank
ALSTOM GRID LLC	\$4,578,175.00	\$4,578,175.00	1
MEPPI	\$5,437,061.00	\$5,327,058.00	2

Background/Recommendations:

Advertised on 06/17/2019. Three (3) companies attended the mandatory pre-response meeting held on 06/25/2019. At response opening on 07/23/2019, JEA received two (2) responses. The third qualified company Hitachi declined to bid, as their company is going through an acquisition and is not certain of the future of their product lines. Both Respondents were short-listed and invited to submit Best and Final Offers (BAFO). JEA evaluated the companies on price only and Alstom Grid LLC, a GE Company was deemed the lowest responsive and responsible respondent. A copy of the Response Form is attached as backup.

The total forecast savings is comparing the current pricing with the proposed pricing (+/-).

Total five (5) year total cost difference savings: \$223,450.00

In the interest of looking at engineered productions for additional savings, Alstom has offered additional savings, should JEA standards accept the following technical specification modifications.

- 145kV & 245kV breakers we can reduce your cost by \$200 per breaker if JEA only uses 1 SF6 gauge instead of 2 as shown on Appendix II.
- 145kV breaker, if JEA will accept NEMA 3R painted steel control cabinet vs NEMA 4X Aluminum, we can reduce your cost by \$400/breaker.

38% of the Unit Price is not subject to price adjustment and is fixed for the life of the contract. The remaining 62% of the unit price is fixed for the first year, subject to price adjustment annually thereafter, based on a weighted indices of major commodities (Stainless, Copper, Aluminum & Oil).

The Award amount is less than the Alstom Bid Amount due to removing spare parts from the Award.

097-19 – Request approval to award a one (1) contract to Alstom Grid LLC, a GE Company, the Supply of SF6 Circuit Breakers in the amount of \$4,559,300.00, subject to the availability of lawfully appropriated funds.

Manager: Short, Michael L. - Manager, Project Design
Director: Pinkstaff, Larry G. - Dir Energy Project Mgmt & Joint Assets
Sr. Director: Acs, Gabor - Sr Director Engineering & Projects
VP: Anders, Caren B. - VP/GM Energy

Award #5 Supporting Documents 5/23/2024

APPROVALS:


Chairman, Awards Committee

10/3/19
Date


Manager, Operating Budgets

10/3/19
Date



Formal Bid and Award System

Award #3 February 2, 2023

Type of Award Request: CONTRACT INCREASE
Requestor Name: Smith, Brandy – Electric Systems Engineer
Requestor Phone: 904-665-7987
Project Title: SSF 6 Gas Circuit Breakers
Project Number: 8008477 (\$564,289.50), CP #788-134 (\$875,812.00)
Project Location: JEA
Funds: Capital
Business Unit Estimate: \$564,289.50 + \$875,812.00 = \$1,440,101.50

Scope of Work:

The primary purpose of this Invitation to Negotiate (ITN) is to evaluate and select a vendor that can provide 145 and 245 kV SF 6 Circuit Breakers for JEA’s Operations and Maintenance and capital projects business units.

The following companies are Approved Manufacturers:

- Alstom Grid, LLC
- Hitachi HVB Inc.
- Mitsubishi Electric Power Products Inc.

JEA IFB/RFP/State/City/GSA#: 097-19
Purchasing Agent: Lovgren, Rodney Dennis
Is this a ratification?: NO

RECOMMENDED AWARDEE:

Name	Contact Name	Email	Original Award	Contract Increase	New NTE
GE GRID SOLUTIONS LLC, (FKA ALSTOM GRID, LLC)	George Muchesko	Georg.muchesko@ge.com	\$4,559,300.00	\$1,440,101.50	\$5,999,401.50

Amount of Original Award: \$4,559,300.00
Date of Original Award: 10/03/2019
Change Order Amount: \$1,440,101.50
New Not-To-Exceed Amount: \$5,999,401.50
Length of Contract/PO Term: Five (5) Years, with Two (2) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 10/15/2019
End Date (mm/dd/yyyy): 10/14/2024
Renewal Options: Two (2) – 1 Yr. Renewals

Award #5 Supporting Documents 5/23/2024

JSEB Requirement: NA – Optional

Background/Recommendations:

Competitively bid and approved by Awards Committee on 10/03/2019. The original award and renewal are attached as back-up. The original award was to Alstom Grid LLC.

In October of 2021, GE Grid Solutions, LLC acquired Alstom Grid, LLC.

This request is to add funds for Capital projects in the amount of \$1,440,101.50 to allow continued use through the original term which expires in October of 2024. The original award amount was based on historical usage and budget estimates available at the time of award. The contract has price adjustments allowable at the time of order placement based on Bureau of Labor statistics published indices, at which point, prices are fixed through delivery.

It should be noted that term-based services contracts are typically not funded for the latter years of the contract. Should additional work develop during the contract term, or should JEA elect to renew the contracts, additional funding may be required. Additional increases will be processed through the Awards Committee as necessary.

Request approval for a contract increase to GE Grid Solutions, LLC for Circuit Breaker Services in the amount of \$1,440,101.50, for a new not-to-exceed amount of \$5,999,401.50, subject to the availability of lawfully appropriated funds.

Manager: Hamilton, Darrell D – Mgr. Transmission & Substation Projects
Director: Acs, Gabor – Sr. Dir Engineering & Projects
VP: Melendez, Pedro A - VP Planning Engineering & Construction

APPROVALS:

Hai X. Vu 02/02/2023
Vice Chairman, Awards Committee **Date**

Stephanie Nealy 02/02/2023
Budget Representative **Date**



BID FORM

FOR

Public Utilities

**RiverTown Watersong
Phase 4**

Prepared by

PROSSER™

September 11, 2023

BID FORM

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ARTICLE 1 – BID RECIPIENT

- 1.01 The Entity the bid is addressed to: **Mattamy Jacksonville, LLC**
39 Riverwalk Blvd
St Johns, FL 32259
- The physical address the bid is submitted to: **Prosser, Inc. Attn: Shane Haslauer**
13901 Sutton Park Drive S. Suite 200
Jacksonville, FL 32224
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
#1	10/20/2023
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
-

Award #6 Supporting Documents 5/23/2024

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Price-	<small>Seven Hundred Forty Two Thousand Two Hundred Six Dollars and Eighty Three Cents</small>	\$742,206.83
	Written	Numeric

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **180** calendar days, after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within **210** calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
 - A. **Liquidated damages for failure to meet times specified will be \$1000/ calendar day.**

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Schedule of Values

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Vallencourt Construction Company Inc. (SEAL)

State of Incorporation: FL
Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): Mike Vallencourt II

Title: Vice President

Attest: _____ (CORPORATE SEAL)

Attest: *[Signature]*
(Signature of Corporate Secretary)

Date of Qualification to do business in FL [State Where Project is Located] is 10 / 8 / 84.

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

Award #6 Supporting Documents 5/23/2024

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: _____

Phone: _____ Facsimile: _____

Submitted on _____, 20____.

State Contractor License No. _____. (If applicable)



Marcus McNarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

To: Mattamy Homes	Contact: DJ Smith
Address: 7800 Belfort Pkwy Jacksonville, FL 32256	Phone: (904) 386-8380
Project Name: Watersong Ph. 4 Public Utilities	Bid Number:
Project Location: Rivertown Watersong	Bid Date: 10/24/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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001 General Conditions

100	General Conditions	1.00	LS	\$4,526.45	\$4,526.45
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Total Price for above 001 General Conditions Items: \$4,526.45

004 Surveying

400	Surveying	1.00	LS	\$2,863.90	\$2,863.90
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Total Price for above 004 Surveying Items: \$2,863.90

005 As Builts

500	As Builts	1.00	LS	\$1,431.94	\$1,431.94
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Total Price for above 005 As Builts Items: \$1,431.94

040 Sanitary Sewer

4003	Dewater Gravity Sewer	45.00	LF	\$22.70	\$1,021.50
4058	Lined Manhole 14-16' deep (Junction MH)	1.00	EACH	\$26,159.30	\$26,159.30
4116	8" SDR 26 Sewer Main 14-16' Deep	45.00	LF	\$83.17	\$3,742.65
4144	Punch Out Sewer	45.00	LF	\$2.49	\$112.05
4146	TV Test Sewer Main	45.00	LF	\$4.72	\$212.40

Total Price for above 040 Sanitary Sewer Items: \$31,247.90

050 Lift Station

5003	Dewater Lift Station	1.00	LS	\$48,678.94	\$48,678.94
5017	Lift Station 22-24'	1.00	EACH	\$584,950.19	\$584,950.19

Total Price for above 050 Lift Station Items: \$633,629.13

060 Force Main

6015	6" PVC DR 18 Force Main	800.00	LF	\$32.92	\$26,336.00
6024	6" Joint Restraints	10.00	EACH	\$194.03	\$1,940.30
6071	Air Release Valve Ass.	1.00	EACH	\$6,814.71	\$6,814.71
6072	Air Release Manhole	1.00	EACH	\$6,571.12	\$6,571.12
6077	6" Gate Valves	1.00	EACH	\$1,796.00	\$1,796.00
6080	Valve Box Installation	1.00	EACH	\$434.85	\$434.85
6120	6" 45 Bend	7.00	EACH	\$869.30	\$6,085.10
6126	6" 22.5 Bend	1.00	EACH	\$852.87	\$852.87
6132	6" 11.25 Bend	3.00	EACH	\$858.84	\$2,576.52
6145	8x6" Reducer	1.00	EACH	\$1,056.35	\$1,056.35

Award #6 Supporting Documents 5/23/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
6155	6" Cap	1.00	EACH	\$583.77	\$583.77
6161	6" Conflict	1.00	EACH	\$7,674.88	\$7,674.88
6181	Locate Wire Box	2.00	EACH	\$556.52	\$1,113.04
6183	Punch Out Force Main	800.00	LF	\$2.49	\$1,992.00
6185	Locate Wire Test for Force Main	800.00	LF	\$0.59	\$472.00
6186	Pressure Test for Force Main	800.00	LF	\$2.76	\$2,208.00
Total Price for above 060 Force Main Items:					<u>\$68,507.51</u>

Total Bid Price: \$742,206.83

Notes:

- The above price excludes Landscaping & Irrigation
- The above price excludes Sunday Work
- The above price is based on the owner providing horizontal and vertical site control
- The above price excludes any pricing for signs
- The above price is based on the plans titled Rivertown Waterson Ph. 4 for Mattamy Homes plotted on 5/18/2023 at 1:37 PM by Corey Irby
- The above price is based on the Geo Report titled Watersong Phase 4 Infrastructure ECS Project Number 35:33318 September 2, 2022

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Vallencourt Construction Company, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Harley Moreland (904) 291-9330 harleym@vallencourt.com</p>
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Marcus McNarnay, President
Mike Vallencourt Sr., Chairman



Watersong Ph. 4 Public Utilities 10-24-23

Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price
001 General Conditions				\$4,526.45
General Conditions	1	LS	\$4,526.45	\$4,526.45
004 Surveying				\$2,863.90
Surveying	1	LS	\$2,863.90	\$2,863.90
005 As Builts				\$1,431.94
As Builts	1	LS	\$1,431.94	\$1,431.94
040 Sanitary Sewer				\$31,247.90
Dewater Gravity Sewer	45	LF	\$22.70	\$1,021.50
Lined Manhole 14-16' deep (Junction MH)	1	EACH	\$26,159.30	\$26,159.30
8" SDR 26 Sewer Main 14-16' Deep	45	LF	\$83.17	\$3,742.65
Punch Out Sewer	45	LF	\$2.49	\$112.05
TV Test Sewer Main	45	LF	\$4.72	\$212.40
050 Lift Station				\$633,629.13
Dewater Lift Station	1	LS	\$48,678.94	\$48,678.94
Lift Station 22-24'	1	EACH	\$584,950.19	\$584,950.19
060 Force Main				\$68,507.51
6" PVC DR 18 Force Main	800	LF	\$32.92	\$26,336.00
6" Joint Restraints	10	EACH	\$194.03	\$1,940.30
Air Release Valve Ass.	1	EACH	\$6,814.71	\$6,814.71
Air Release Manhole	1	EACH	\$6,571.12	\$6,571.12
6" Gate Valves	1	EACH	\$1,796.00	\$1,796.00
Valve Box Installation	1	EACH	\$434.85	\$434.85
6" 45 Bend	7	EACH	\$869.30	\$6,085.10
6" 22.5 Bend	1	EACH	\$852.87	\$852.87
6" 11.25 Bend	3	EACH	\$858.84	\$2,576.52
8x6" Reducer	1	EACH	\$1,056.35	\$1,056.35

Award #6 Supporting Documents 5/23/2024

6" Cap	1 EACH	\$583.77	\$583.77
6" Conflict	1 EACH	\$7,674.88	\$7,674.88
Locate Wire Box	2 EACH	\$556.52	\$1,113.04
Punch Out Force Main	800 LF	\$2.49	\$1,992.00
Locate Wire Test for Force Main	800 LF	\$0.59	\$472.00
Pressure Test for Force Main	800 LF	\$2.76	\$2,208.00

Total: \$742,206.83



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Cecil W. Powell & Company) and CONTACT NAME (Maggie Keaton, AIC, ARM, CIC). Includes phone, fax, email, and insurer details (Zurich American Ins Co, Steadfast Insurance Company, Endurance Am Specialty Ins Co).

COVERAGES CERTIFICATE NUMBER: 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.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, Pollution Liability, and Contractors Profess. Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project/Bid: 2022-2507 Rivertown Watersong Phase 4

JEA is included as additional insured with respects to general liability and auto liability when required in written contract or agreement per the attached forms. A waiver of subrogation applies in favor of JEA with respects to general liability, automobile liability, and worker's compensation & employer's liability when required by written contract or agreement per the attached forms.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (JEA, 225 North Pearl St, Jacksonville, FL 32202) and 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 signature).



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Cecil W. Powell & Company		NAMED INSURED Vallencourt Construction Co. Inc. 449 Center Street Green Cove Springs, FL 32043 Clay	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess Liability
Excess Liability - Layer 2
\$3,000,000 excess of \$2,000,000 excess of primary General Liability, Auto Liability and Employers Liability
80% Harleystown Insurance Company of New York
20% Aspen Specialty Insurance Company
Policy Number EMR0000017701
Effective Date 07/01/2023 - 07/01/2024

Excess Liability - Layer 3
\$5,000,000 excess of \$5,000,000 excess of primary General Liability, Auto Liability and Employers Liability
Travelers Excess & Surplus Lines Company
Policy Number EX3W09716523NF



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO292707801

Effective Date: 07/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
 - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

Award #6 Supporting Documents 5/23/2024

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH®

General Liability Supplemental Coverage Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 292707801

Effective Date: 07/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II – **Who Is An Insured**:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – **Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – **Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, 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 and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – **Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

- 1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
- 2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and resulting directly from:
 - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
 - b. Ownership, maintenance, occupancy or use of premises by you; or
 - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – **Who Is An Insured**;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
 - (1) Owners or other interests from whom land has been leased by you; or
 - (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or

- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Damage to Premises Rented or Occupied by You

- 1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance.**

- 2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

- 6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;

- c. Explosion;
- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

- (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
- (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
- (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – **Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – **Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – **Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph **(6)** in Exclusion j. of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III – Limits Of Insurance**.

2. Elevator Property Damage

- a. The following is added to Exclusion j. of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

- a. The following is added to Exclusion j. of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

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

N. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O. Insured Status – Amateur Athletic Participants

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:
 - (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
 - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
 - (1) Your "employee", "volunteer worker" or any person you sponsor; or
 - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion g. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

- 1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or
- c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

T. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – **Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

U. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

V. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

W. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will

be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

X. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 292707801	07/01/2023	07/01/2024		84099000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP 292707901

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Vallencourt Construction Co., Inc.

Endorsement Effective Date: 07/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE INSURED STATUS OR INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an “insured” for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



Coverage Extension Endorsement – Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 292707901

Effective Date: 07/01/2023

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

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

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Coverage Extension Endorsement – Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 292707901

Effective Date: 07/01/2023

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

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

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 292707901	07/01/2023	07/01/2024		84099000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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: 07-01-2023

Policy No. WC292707701

Endorsement No.
Premium \$

Insured: Vallencourt Construction Co., Inc.

Insurance Company: Zurich American
Insurance Company

**CONDITIONAL
PAYMENT
BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 107959400

THIS BOND ONLY COVERS CLAIMS OF SUBCONTRACTORS, SUB-SUBCONTRACTORS, SUPPLIERS, AND LABORERS TO THE EXTENT THE CONTRACTOR HAS BEEN PAID FOR THE LABOR SERVICES, OR MATERIALS PROVIDED BY SUCH PERSONS. THIS BOND DOES NOT PRECLUDE YOU FROM SERVING A NOTICE TO OWNER OR FILING A CLAIM OF LIEN ON THIS PROJECT.

CONTRACTOR:
(Name, legal status and address)
Vallencourt Construction Co., Inc
449 Center Street
Green Cove Springs, FL 32043

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
1 Tower Square
Hartford, CT 06183

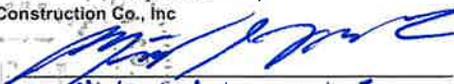
OWNER:
(Name, legal status and address)
Mattamy Jacksonville LLC
7800 Belfort Parkway Suite 195
Jacksonville FL 32256

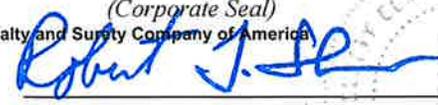
CONSTRUCTION CONTRACT
Date: December 18, 2023
Amount: \$ 742,206.00
Description:
(Name and location)

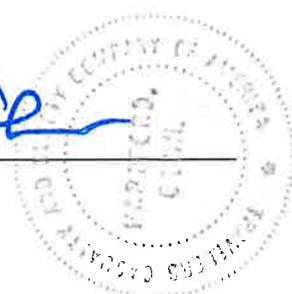
RiverTown Watersong IV - JEA Lift Station

BOND
Date: December 19, 2023
(Not earlier than Construction Contract Date)

Amount: \$ 742,206.00
Modifications to this Bond: See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Vallencourt Construction Co., Inc
Signature: 
Name and Title: **Michael Vallencourt C**
Vice President

SURETY
Company: *(Corporate Seal)*
Travelers Casualty and Surety Company of America
Signature: 
Name and Title: **Robert T. Theus**
Attorney-In-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Cecil W. Powell & Company
219 N. Newnan St
Jacksonville, FL 32202
(904) 353-3181

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Prosser, Inc

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition, except 1) to the extent the word "CONDITIONAL" and the statutory language of FL Statute §713.245 have been added to the first page of this bond; and 2) a new paragraph has been added in the Modifications section on fourth page of this bond.

Award #6 Supporting Documents 5/23/2024

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition, except 1) to the extent the word "CONDITIONAL" and the statutory language of FL Statute §713.245 have been added to the first page of this bond; and 2) a new paragraph has been added in the Modifications section on fourth page of this bond.

Award #6 Supporting Documents 5/23/2024

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition, except 1) to the extent the word "CONDITIONAL" and the statutory language of FL Statute §713.245 have been added to the first page of this bond; and 2) a new paragraph has been added in the Modifications section on fourth page of this bond.

Award #6 Supporting Documents 5/23/2024

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

Notwithstanding anything in this conditional payment bond or the Contract to the contrary, this conditional payment bond is furnished to comply with the requirements of Fla. Stat. § 713.245 and Fla. Stat. § 713.23, as applicable. This conditional payment bond is hereby amended to incorporate all provisions and limitations, including conditions, notice and time limitations mandated by Fla. Stat. § 713.23, all of which are incorporated herein by reference. Any provision of this conditional payment bond which conflicts with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted from this conditional payment bond. This conditional payment bond is a statutory bond complying with the requirements of Fla. Stat. § 713.245 and Fla. Stat. §713.23, as applicable, not a common law bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition, except 1) to the extent the word "CONDITIONAL" and the statutory language of FL Statute §713.245 have been added to the first page of this bond; and 2) a new paragraph has been added in the Modifications section on fourth page of this bond.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robert T Theus** of **JACKSONVILLE Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

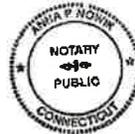
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **December**, **2023**



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PERFORMANCE TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA BOND
Hartford, Connecticut 06183

Bond No.: 107959400

CONTRACTOR:
(Name, legal status and address)
Vallencourt Construction Co., Inc
449 Center Street
Green Cove Springs, FL 32043

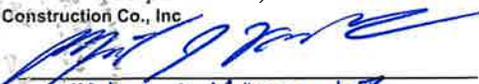
SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
1 Tower Square
Hartford, CT 06183

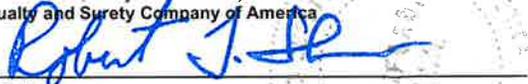
OWNER:
(Name, legal status and address)
Mattamy Jacksonville LLC
7800 Belfort Parkway Suite 195
Jacksonville FL 32256

CONSTRUCTION CONTRACT
Date: December 18, 2023
Amount: \$ 742,206.00
Description:
(Name and location)
RiverTown Watersong IV - JEA Lift Station

BOND
Date: December 19, 2023
(Not earlier than Construction Contract Date)

Amount: \$ 742,206.00
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Vallencourt Construction Co., Inc
Signature: 
Name and Title: **Michael A. Vallencourt**
Vice President
(Any additional signatures appear on the last page of this Performance Bond.)

SURETY
Company: *(Corporate Seal)*
Travelers Casualty and Surety Company of America
Signature: 
Name and Title: **Robert T. Theus**
Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Cecil W. Powell & Company
219 N. Newnan St
Jacksonville, FL 32202
(904) 353-3181

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Prosser, Inc

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference

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Award #6 Supporting Documents 5/23/2024

requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

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§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Notwithstanding anything in the Performance Bond or the Construction Contract to the contrary, this bond shall not (a) afford coverage for any liability of the Contractor for tortious acts, or any consequential damages, whether or not said liability is direct or is imposed by the Construction Contract, and shall not serve as or be a substitute for or supplement to any liability insurance or other insurance required by the Construction Contract; and (b) shall not apply to any warranty obligations of Contractor arising under the Construction Contract, whether express or implied, other than the express one (1) year warranty set forth in the Construction Contract

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

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Award #7 Supporting Documents 5/23/2024

Keville Option Year 1					
#	Name	Option Year 1 - Estimate			
		Total Expenses	Total Hours	Hourly Rate (+4%)	Total Costs for Year
1	Azadani, Mohammad	\$ 1,500	1920	\$ 155.44	\$ 299,942
2	Davis, Randall	\$ 1,500	1920	\$ 140.76	\$ 271,767
3	Edmiston, James	\$ 600	1920	\$ 146.02	\$ 280,951
4	Hawk, Thomas	\$ 2,100	1920	\$ 168.92	\$ 326,420
5	Helmick, Emily	\$ 1,500	1920	\$ 102.81	\$ 198,904
6	Hepburn, Brian	\$ 2,100	1920	\$ 145.65	\$ 281,752
7	Holmes, Boyce	\$ 2,100	1920	\$ 129.79	\$ 251,301
8	Johnson, Selena	\$ 2,100	1920	\$ 129.79	\$ 251,301
9	Jones-Murray, Gwen	\$ 1,500	1920	\$ 99.84	\$ 193,193
10	Lagow, Scott	\$ 600	1920	\$ 164.02	\$ 315,515
11	McDowell, Wayne	\$ 2,100	1920	\$ 151.42	\$ 292,834
12	Moutzalias, Steve	\$ 600	1920	\$ 140.40	\$ 270,168
13	Pinkstaff, Larry	\$ 600	1920	\$ 164.02	\$ 315,515
14	Porten, Shanna	\$ 1,500	1920	\$ 118.98	\$ 229,934
15	Roysdon, Jordan	\$ 1,500	1920	\$ 70.72	\$ 137,282
16	Savage, David	\$ 1,500	1920	\$ 148.00	\$ 285,665
17	Shea, Jared	\$ 1,500	1920	\$ 87.05	\$ 168,632
18	Spurlock, Mike	\$ 1,500	1920	\$ 132.19	\$ 255,313
19	Swilley, Shelton	\$ 1,500	1920	\$ 114.17	\$ 220,709
20	Vigliotti, Scott	\$ 1,500	1920	\$ 71.95	\$ 139,639
21	Zastrocky, Ashlee	\$ 1,500	1920	\$ 140.61	\$ 271,467
	APTIM	\$ -	0	LS	\$ 615,846
	AREC Safety	\$ -	52	\$ 17,000.00	\$ 884,000
		Total for Option 1 =		\$	6,758,049

Notes:

- 1) For Option Year 1, increased billable rates by 4%.
- 2) AREC Safety estimate based on Feb 2024 invoice in amount of \$67,924.80 for 4 weeks of work. Avg is \$16,981.20/week.
- 3) APTIM total estimate is \$865,846. Project 12 months of work and started in Feb 2024.