## Welcome to the

# JEA Awards Meeting

**April 24, 2025, 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 <u>JEA.com</u>, 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 Aileen Cruz by telephone at (904) 776-1911 or by email at cruza@jea.com if you experience any technical difficulties during the meeting.

### JEA Awards Agenda **April 24, 2024**

# 225 North Pearl St., Jacksonville, FL 32202 - Board 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 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.

ward #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	<b>Business Unit Estimate</b>	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participa (Y/N) If Y, the company nam (%, \$ - award
	Request for Proposal (RFP)	1411920848: Meter Reading Services	Wheeler	Scope Services, Inc.	O&M	\$7,000,000.00	\$10,444,320.00	N/A	\$10,444,320.00			
2	Scope Services, Inc Bermex Inc Second Sight, LLL	eting: 04/02/2025 eceived  Rank Score Bid Total c 1 95.6 \$10,444,320.00 2 78.6 \$18,626,400.00								N/A	Three (3) Years w/ Two (2) - 1 Yr. Renewals Start: 05/01/2025 End: 04/30/2028	N
	Following a thorough	evaluation, JEA intends to award a contra	ct for electric and w	ater meter reading services, to the most	t qualified vendor based on cost, qu	nality, and efficiency. This work was pre	viously handled through the V	Vorkspend supplemental staf	fing contract.			
	including no vehicle m Scope Services Inc. su	ill oversee all meter reading functions, red naintenance, freeing 40 JEA vehicles. No e bmitted the lowest responsive and respons e actual expected monthly decrease in read	employee managements sible bid of \$10,444,	nt concerns and reduced operational lia 320.00 and is recommended for award	ability.  The value for this contract is great	ter than the business unit's budget because						
	Cost Participation	2023-0725 Seaton Creek Phase 4	Zammataro	Lennar Homes, LLC	Capital	\$584,122.88	\$384,128.44	N/A	\$384,128.44			
3		(by Developer) ation contact: David King								N/A	Project Completion Start: 02/01/2025 End: 01/31/2026	N
	guidelines and the wor and lowest bid and wa		pidder. The project e	elements are comprised of 4,475 feet of	16 inch water main (44% JEA part	ticipation). The solicitation was advertise	ed, and a pre-bid meeting was	held on 12/15/2023. Jax Di	tworks, Inc. was the highest evaluated		Elid. 01/31/2020	
	The award amount is a	approximately 34% below the JEA estimate	e. The JEA estimate	e included the material, labor, and equip	pment. JEA is reimbursing in accord	dance with the Cost Participation Policy		and the bid amount is deeme	d reasonable.			
	Collaborative Procurement Sourcewell Contract 110421- ALT	Contract 110421-ALT: Digger derricks, bucket trucks, and utility equipment, Purchase of sixteen Class 211X Trucks 1 T EXT CAB 4X4 Bucket TELE 40'	Phillips	Global Rental Co., Inc. Altec Industries, Inc.	Capital	\$3,628,800.00	\$845,920.00 (4 Trucks) \$2,614,896.00 (12 Trucks)	N/A	\$3,460,816.00	00		
	Contract #110421-AL	ment Agency: Sourcewell, a State of Minr T with Altec Industries, Inc. and Global R Date 01/12/2022 through 12/27/2025		nent unit and service cooperative							Global One-Time Purchase in FY26	
4	For additional informa	ation contact: Elaine Selders								N/A	Altec One-Time Purchase in FY27	N
	in Section 3-115 of the This award is to request Inc. for delivery during ensuring delivery with In 2024, JEA previous \$134,676.00 per unit.	e JEA Procurement Code.  st approval to purchase four (4) 1-ton externs for the graph of the unique upfit and custor in FY26 and FY27, when the budgeted further style and a single source contract for up The current pricing for the FY27 delivery	ended cab 4X4 bucks m requirements of the nds are available. As offit bucket trucks to reflects an approxim	et trucks telescopic 40' with upfits for de twelve (12) trucks, Altec is the prefedditionally, JEA has secured a quantity Global at a price of \$202,166.00 per unate 7.8% annual increase since the pre	delivery during FY26 from Global Is erred provider for those units. JEA is discount of \$4,447.00 per unit from the nit which is a 4.6% increase for the evious purchase in 2019. The Fleet to	Rental Co., Inc. and twelve (12) 1-ton exis leveraging the Sourcewell contract prim Altec for the purchase of ten (10) or many four (4) trucks to be delivered in FY26, team has deemed the increases to be reasonable.	extended cab 4X4 bucket truck dicing due to the long lead time nore units, resulting in total sa a. In 2019, JEA previously aw sonable and is in line with pre-	s telescopic 40' with upfits a for these units and initiating vings of \$53,364.00 for the tarded a bid for the custom up vious bucket truck increases	nd customizations from Altec Industries, ga new bid process could interfere with welve (12) trucks.  offit bucket trucks to Altec at a price of		Start: 10/01/2026 End: 09/30/2027	
	The unit price for the f	four (4) Global units is \$211,480.00 each,	with a not-to-excee	d amount of \$845,920.00. The unit pric	ce for the twelve (12) Altec units is	\$217,908.00 each, with a not-to-exceed	amount of \$2,614,896.00, br	inging the total not-to-excee	d amount of this award to \$3,460,816.00.			
	Single Source	NGS N02 MPS Power Supply Upgrade	Erixton	ABB INC	Capital	\$379,080.00	\$379,080.00	N/A	\$379,080.00			
	Single Source For additional informa	ntion contact: Jason Behr										
5	upgraded. This will be	eplacement Modular Power System (MPS a turnkey install by ABB with JEA provious install the MPS IV power supply module	ding one technician	to assist with installation. The vendor w	* *					N/A	One-Time Purchase Start: 04/25/2025	N
	The Process Control U This creates a challeng	Units (PCUs) currently in service on the Unite in maintaining the reliability and function e ABB DCS platform for steam generation	nit 2 and Common Donality of the Unit 2	igital Control Systems (DCSs) are pow and Common DCSs. Given the critical	role that the DCS plays in unit open	ration, it is imperative to address these p	ower supply modules to main	tain operational continuity a			End: 12/02/2025	
	The MPS IV power su	applies are specifically designed by the OE	Massaches M	DG HI	1 1 771 1							

	Emergency Ratification	NCT6 Non-Segregated Phase Bus Refurbishment	Erixton	RMS Energy Co, LLC	Capital / O&M	\$0.00	\$402,247.00	N/A	\$402,247.00			
	Emergency Ratification For additional information contact: Jason Behr  The purpose of this contract is to have the NCT6 at Northside Generating Substation refurbished by RMS Energy Co, LLC.										Project Completion	
	During a recent inspection of the NCT6 at NGS, a significant electrical pitting and corrosion at the bus connection above the main breaker was identified. The inspection was competitively bid, and the awarded contractor completed a comprehensive inspection and confirmed that two additions above the generator main breaker exhibited advanced corrosion and required replacement. Further evaluation revealed extensive corrosion, worn silver plating, and insulation degradation across multiple sections. The contractor's findings aligned with the assessments of the plant electrical foreman.									N/A	Start: 04/11/25 End: 04/26/25	N
	JEA requested quotes f \$351,575.00. Due to ti	rom four (4) vendors to replace the bus b	the market for pos	pect all bolted connections, and conduct electing. RMS Energy Co, LLC has done signifit project and is deemed reasonable.	ctrical testing on the entire bus asser ficant projects with JEA as part of c	mbly. RMS Energy Co, LLC was the competitive bids in the past. The work	e lowest bid. The original awar k is currently in progress and so	d amount was for \$50,672.0 cheduled to be completed A	00. The ratification amount is April 26th, 2025. RMS Energy Co, LLC			
	Request for Proposal (RFP)	1411920646 (RFP) JEA NGS - N01/N02/N03 CEMS Upgrade	Erixton	CEMTEK ENVIRONMENTAL INC	Capital	\$1,360,013.00	\$1,616,970.00	N/A	\$1,616,970.00			
	Request for Proposal (I Advertised: 01/31/202: Opened: 03/04/2025 Public Evaluation Mee Proposers (Ranked): Company	ting: 04/17/2025  Rank Score Bid Total								N/A	Project Completion	N
7	Cemtek HORIBA For Additional Informa	1 271.00 \$1,616,970.00 2 248.13 \$1,534,393.00 ation Contact: Jason Behr								N/A	Start: 05/01/2025 End: 09/30/2026	N
	All the generation units 1&2, and September 19 were installed in 2011. This was an evaluated 1	s in the JEA fleet are required to maintain 1994 on NGS Unit 3. This system has not be non Units 1&2, and 2010 on Unit 3. Contributed based on price, past performance, con	been reliable of late ractor shall provide mpany experience,	assions Monitoring System (CEMS) or contribute and needs to be replaced. This project will procurement, installation, and commissional and annual maintenance cost and part replacing system and the addition of the required	I replace the existing controls and a ing services to update the existing C cement frequency. Cemtek was the h	nalyzers for the NGS CEMS Umbili continuous Emissions Monitoring Sys nighest evaluated respondent. The or	ical, stack probe, and extraction stem (CEMS) analyzers, stack properties iginal business unit estimate was	n equipment will also be reportable, umbilical, and extractions \$1,360,013 which is approximately	placed. The umbilical and stack probe ction equipment.			
	Invitation to Negotiate (ITN)	1411912646 Barricade Services	Vu	ACME Barricades	Capital and O&M	Business Confirming	\$2,139,125.00	N/A	\$2,139,125.00			
	Advertised: 01/07/202: Opened: 02/19/2025 Three (3) Proposers, Toublic Evaluation Mee Proposers (Ranked):	wo (2) Short-listed										
8	ACME Barricades	Rank Score BAFO Bid Total 1 260.01 \$2,139,125.00 2 249.00 \$2,059,996.50								N/A	Three (3) Years w/Two (2) - 1 Yr.  Renewals  Start: 06/01/2025  End: 05/31/2030	N
	The scope of work for			and other traffic control equipment for JEA seven (7) days per week basis to respond to					y service territory (Duval, Clay, Nassau		EIRI. 03/31/2030	
	This Invitation to Nego	tiate (ITN) included the evaluation of m	ultiple criteria, sucl	h as pricing, past performance, equipment li juipment list and organizational structure wh	st, organizational structure, quality	metrics, and JSEB utilization. Based	d on the evaluation results, AM		ined to be the highest-ranked respondent.			
		t, unit rates will be, on average, higher by for annual price adjustments based on the		.15% compared to the currently contracted Index (CPI).	rates. In this instance, the Best and I	Final Offer (BAFO) process did not	result in a lower cost from the	initial response as ACME of	decided to maintain their initial pricing.			
Constitution						Consent A	Agenda Action					
Committee Members in Attendance	Names											
Motion by:												
Second By:												
Committee Decision												
					C	Consent and Regu	ılar Agenda Si	gnatures				
Budget	Name/Title											
Awards Chairman	Name/Title											
Procurement	Name/Title											
Legal	Name/Title											

#### JEA Awards Agenda April 17, 2025

### 225 North Pearl St., Jacksonville, FL 32202 - Board 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.

				recommended act	tions for Formal Purchases as defin	ed by Section 3-101 of the JEA Procu	rement Code. Please refer to	JEA's Procurement Code, if yo	ou wish to protest any of these items.			
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Business Unit Estimate	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 04/10/2025 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Invitation for Bid (IFB)	1411946446 IFB Mandarin WRF High Mast Replacement	Phillips	M Gay Constructors Inc.	Capital	\$635,000.00	\$548,000.00	N/A	\$548,000.00			
3	Two (2) Responses Re M Gay Constructor Power Serve Techn For additional informa The purpose of this Inv need to be replaced to the new 70° poles. This project was initial not part of the original It should be noted, this The lowest bid from M  Contract Increase Originally Awarded: Originally Awarded: The purpose of this con work. LEA maintains we timber land. Vegetation The purpose of this con	inc.: \$548,000.00 logies, Inc.: \$840,000.00 logies, Inc.: \$840,000.00 lition contact: Halley Stewart itation for Bid (IFB) is to select a supplier incorporate safer operation and meet curre ly procured through an informal Invitation bid workbook. For the current solicitation, solicitation includes a 5% JSEB participat (Gay Constructors Inc. in the amount of \$5  I14-17 - Vegetation Management Services  I11/2018 ion contact: Jason Behr tract is to have established pricing for vege egetation surrounding approximately 3,200 a management includes mowing over 300 c and is to add additional funds to curry EA	to remove and replace h nt wind requirements in 1 for Bid (IFB), which res the Facilities team eagu ion requirement. M Gay 48,000.00 is approximat  Erixton  tation management servi miles of distribution lin orridor miles of transmis to approximately the en	igh masts located at Mandarin Water Recla latest Florida Building Codes. The supplier salted in a single response. However, the bic god an engineering firm to assist in develop	shall remove the five (5) exiting high  I amount of \$797,773.45 significant ing technical specifications that align  t estimate, is approximately 35% low  Capital & O&M  (TECO). The work to be performed or 700 melto income the common significant common signifi	masts and their foundations, disconnect y exceeded the project budget, leading to with the new FLDOT standards and co wer than the next lowest bid of \$840,000  \$33,980,000.00  by the Company includes all labor, saper than in pecceptation such as viewe a year wit man regregation such as viewe as year with reces in the premiers vegetation manager frees in the premiers are premiers and the premiers are premiers.	the circuits from the existing I to the rescission of the bid. The de requirements, and secured t  .00, and has been deemed reas  \$3,986,000.00  rvision, materials, tools and eq the received and pruning as the received.	sigh mast poles, and modify the pricing included FLDOT-appr he additional funding necessary onable.  \$31,222,514.94  uipment, and reporting require necessary. In addition, JEA nu maintains a majority of the JE.	wiring through the new ground boxes to  oved masts and foundations, which were  for the project.  \$49,831,639,94  ments as necessary for performing the  images approximately 5,000 acres of  A service territory; this agreement covers	N/A 01/05/2023 - \$6,425,000.00 12/07/2023 - \$7,404,125.00	Project Completion Start Date: 04/21/2025 End Date: 01/30/2026  Five (5) Years w/One (1) - 1 Yr. Renewal Start: 01/31/2018 End: 01/31/2026	M Gay Constructors Inc is a JSEB
4	- Desotec US LLC: For more information of JEA requires a qualifie and verifying volume a The project was compe	E: Corporation: \$1,425,204.00 \$1,955,304.00 contact: Ella Bedwell d vendor to supply and service coconut she nd depth. The supplier must provide all nec tittively bid, resulting in two (2) responses.	essary labor, materials, t Extensive outreach effor	Carbon Activated Corporation  uted Carbon (GAC) for the new H2.0 Purif tools, equipment, and transportation for the trs to other interested businesses were unusu nt is approximately 28% below the JEA est	work.	to meet the technical specifications as th	e reason for not submitting a b	id. Upon reviewing the submiss		N/A	Three (3) Years w/ Two (2) - 1 Yr. Renewal Start: 05/01/2025 End: 04/30/2028	N
5	The scope of work for estimating, scheduling, pumps, a UV electrical Negotiations for the pr to early work Guarante	ting: 03/26/2025 inc. on, Inc. pamy n, Inc. inc ontract: Marline McDonald this contract is to provide Construction Ma risk management, and value engineering. T building, a reclaimed water (RW) transfer e-construction plase have been completed.	he construction phase of pump station, new elect The final scope and fee construction GMP. The	Wharton-Smith, Inc.  AR) services for the Arlington East Water R the project involves construction services reical building and generator, installation of for these services were reviewed by JEA preliminary 10% estimate for total constructing construction GMPs.	needed to convert current disinfection a RW high service pump, and a 3.5 N oject staff and procurement personne	n system from a sodium hypochlorite syst MGD storage tank. el and were deemed reasonable when cor	em to a 25 MGD high level ul mpared to similar previous pro	tra-violet (UV) system. Constru jects. JEA will present future c	action also includes necessary filters, feed ontract amendments for approval related	N/A	Project Completion Start: 04'30'2025 End: 02'28'2029	N

Award #1 Supporting Documents 04/24/25 Procurement derricks, bucket trucks, and utility equipment, Purchase of Class 212C \$1,270,710.00 \$1,270,710.00 \$1,270,710.00 Contract 110421-3T Bucket Truck Cut-In Collaborative Procurement Agency: Sourcewell, a State of Minnesota local government unit and service cooperative Contract #110421-ALT with Altec Industries, Inc. One-Time Purchase in FY27 Contract Term: Start Date 01/12/2022, through 12/27/2025 End Date: 09/30/2027 For additional information contact: Halley Stewart This award is for the purchase of five (5) Class 212C 3T Bucket Truck Cut-Ins for JEA Electric department replacements. JEA is utilizing the collaborative procurement contract with Sourcewell and Altee Industries, Inc. as provided in Section 3-115 of the Procurement Code. The Class 212C 3T Bucket Truck Cut-Ins are budgeted for and expected to be delivered in FY27. JEA is leveraging Sourcewell contract pricing as initiating a new bid process could interfere with ensuring delivery within FY27, when the necessary funds are available. Additionally, JEA has secured a discount of \$2,567.00 per unit for the purchase of five (5) or more units, resulting in total savings of \$12,835.00. The Sourcewell contract pricing is approximately 4% lower than the quote received from Ring Power, totaling \$265,283.00 per unit. In 2019, JEA previously awarded a bid for this type of bucket truck to Altec at a price of \$191,268.00 per unit. The current pricing for FY27 delivery reflects an approximate 4% annual increase since the previous purchase, which Fleet has determined to be reasonable. The unit price is \$254,142.00, bringing the total award to \$1,270,710.00. 1411925446 Facilities Automatic Generator Source S32,184,00 Invitation for Bid Transfer Switch (ATS) Maintenance (IFB) \$1,012,212,00 and Repair Services ASCO Power Services Advertised: 02/05/2025; Optional Pre-Response: 02/12/2025; Opened: 02/25/2025 Two (2) Responses Received: Generator Source: \$32,184.00 (Non-ASCO-ATS's) ASCO Power Services: \$1.012.212.00 (ASCO-ATS's) or additional information contact: Eugene Brown Three (3) Years w/ Two (2) - 1 Yr. Renewa The scope for this Solicitation is to select a vendor(s) that can provide pricing to service JEA's Automatic Transfer Switches (ATS). Services include but are not limited to preventative maintenance and corrective maintenance of JEA's ATS assets, JEA owns approximately 473 Automatic Transfer Switches  $N/\Delta$ (ATS) throughout the following counties: Clay, Duval, Nassau, and St Johns Start Date: 05/01/2025 End Date: 04/30/2028 fourteen (14) suppliers were invited to participate in the solicitation. However, two (2) responses were received, along with two (2) no-bid submissions. We anticipated low participation due to the fact that there is a limited amount of suppliers who are authorized to service JEA ATS equipment After the bids closed it was brought to our attention that the bid workbook requested pricing for 473 ATS's and 437 of the ATS's are ASCO brand. ASCO does not authorize any third party to perform maintenance, upgrades, or modernization on their emergency power transfer system products. After discussion with the business unit, it was decided to award all ASCO ATS's to ASCO and to award all non-ASCO ATS's to the lowest bidder, which was Generator Source. In the future the business unit intends to add ASCO to the Facilities Standards for maintenance, noting that ASCO is the only entity authorized to maintenance ASCO ATS's. Through negotiations with ASCO, procurement reduced pricing, achieving annual cost avoidance of \$42,826.00, or \$128,478.00 over three years. The previous price per technician was \$345.60, while the pre-negotiation price was \$395.00, a 14% increase. The final negotiated price is \$346.00 per technician, a 0.11% increase. Generator Source charges \$149.00 per technician for non-ASCO ATSs. The contract now requires two technicians per service call for safety reasons, increasing the total award to \$1,044,396.00, a 93.5% increase over the estimated budget of \$539,710.00. It should also be noted that JEA's asset This request is for the award of a contract to ASCO Power Services in the amount of \$1,012,212.00 for ASCO ATS's and Generator Source in the amount of \$32,184.00 for non-ASCO ATS's. The total award is in the amount of \$1,044,396.00. **Consent Agenda Action** Committee Members in Attendance Ted Phillips, Garry Baker, Jordan Pope Jordan Pope Motion by: Second By: Garry Baker Committee Approved Regular Agenda JSEB Participation (Y/N) If Y, Solicitation # & Short Original Award then list Award # Type of Award VP Awardee Award Amount **Business Unit Estimate** New Not-to-Exceed Amendments Term Action Description/Title Amount company name(s) 065-20 Commercial Backflow Fire Sprinkler Services FL, LLC Contract Increase Preventer Testing Motion by: Garry Baker Originally Informally Awarded: 06/01/2021 Three (3) Years w/Two (2) - 1 Yr. Renewals The purpose of this contract is to provide backflow preventer testing services for JEA's commercial customers. The requirements are to systematically complete compliance testing of backflow preventers for the term of the contract. Each year, up to 38,000 01/04/2024 - \$80,000.00 Jordan Pope 05/30/2024 - \$200 000 00 End: 05/31/2025 When this contract was first started the annual testing volume was approximately 22,000 customers. Over the term of the contract the annual testing number has increased to 38,000 customers. This increase in testing volume has resulted in this contract increase request Committee Decision This increase will cover additional funding until the end of the contract term on 05/31/2025. Unit rates and contract terms remain unchanged. Approved DISCUSSION/ACTION: Clarification was requested as to how this program works. JEA is tasked by the state to ensure water that is passed through a customer's water system does not go back into the drinking water. This is done by backflow preventers. The testing DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Zach Waldrop, Matt Harris, Dave Kaplan Motion by: One-Time Purchase of SCNTR001 \$305,440.00 Evoqua Water Technologies, LLC Single Source Philips Second by: N/A Garry Baker The HSC baskets or traveling water screens are used in the intake system at NGS. Evoqua Water Technologies is the OEM for this item. Start Date: 04/24/2025 This is a purchase of 40 screens that were last bought on 04/23/2024 at a cost of \$7,636.00 each. Pricing per unit has remained the same for the past two years. The quote is attached. Committee Decision DISCUSSION/ACTION: Clarification was requested as to why this item is a single source. At this time there is not another supplier that will provide a quote for production of these screens so JEA has referred back to the original equipment manufacturer. Quotes were requested from two other manufacturers but they were not able to provide quotes for production of this iten DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Robert Hand Approved Consent and Regular Agenda Signatures Budget Awards Chairman Procurement

#### JEA Solicitation#077-19 Employee Performance Management System Appendix B - Response Workbook

#### Award #2 Supporting Documents 04/24/25

JEA Solicitation #1411920848 Services for Reading Electric and Water Meters

Appendix B - Response Workbook

#### 1) Meter Reading Services Rates

Provider shall submit pricing to provide the Services as described in this Solicitation. All bid prices shall include all parts, labor, travel, tools and materials to provide the requirements to any address within JEA's service territory. No additional fees shall apply.

#### **Description of Services**

For each month beginning in February 2025, the FMS NMRLAG water read counts are expected to decrease by approximately 3000 per month for the next 36 months until a minimum of 10,000 water and electric read counts is reached.

1.1 Meter Read Services Rates - All bid prices shall include all parts, transportation, labor, tools and materials to provide the requirements. No additional fees shall apply.

Per Section 1.1) Scope of Work, "The overall performance period is expected to span 36 months following successful negotiations, contracting, and formal Notice to Proceed."

Item No	Job Description	Estimated Monthly Meter Read Counts	Rate	Subtotal
1.1.1	Read Electric or Water Meter via JEA's FMS- Year 1	120,000	\$ 2.97	\$ 4,276,800.00
1.1.2	Read Electric or Water Meter via JEA's FMS- Year 2	84,000	\$ 3.45	\$ 3,477,600.00
1.1.3	Read Electric or Water Meter via JEA's FMS- Year 3	48,000	\$ 4.67	\$ 2,689,920.00
1.1.5	Fixed Rate per Service Point  JEA desires JEA desires a flat cost-per-service read rate, regardle to provide the read. These rates shall be all-inclusive of labor an management and quality labor; consumables, hardware, PPE, and taxes, benefits, travel, and all other overhead items.	d equipment to fulfill the Work, such as:		

1.1.6	JEA - Quotation of Rates -Meter Reading Services Rates Respondent shall transfer this amount into Zycus where indicated.	\$10,444,320.00
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### JEA COST PARTICIPATION AGREEMENT FOR

#### EXTENSION OF UTILITY SYSTEM

THIS AGREEMENT, made and entered into thisday of by and betweenLennar Homes, LLC
whose address is 7411 Fullerton Street, Suite 220, Jacksonville, FL 32256 (hereinafter called
"Developer"), and JEA, whose address is 225 N Pearl Street, Jacksonville, FL 32202 (hereinafter called "JEA").
RECITALS
WHEREAS, Developer owns certain real property in <u>Duval County</u> , which is more particularly described on
Exhibit "A" attached hereto and, by reference made a part hereof (hereinafter referred to as "Developer Property");
and
WHEREAS, Developer has plans to develop immediately the Developer's Property by platting and/or other
improvements thereonconsisting of: 2023-0725 Seaton Creek Phase 4, a 37 lot subdivision (hereinafter referred
to as the "Development"); and
WHEREAS, Developer desires to extend existing and proposed improvements to JEA's water, wastewater and/or
reclaimed water system (hereinafter called "JEA's Utility System") to serve the Development by: Install 4,475 feet
of 16-inch transmission water main (44% JEA participation), (hereinafter called "Developer's Extension"); and

WHEREAS, JEA is willing to expand JEA's Utility System to provide such service, so that the Development may have furnished to it and to its occupants an adequate water supply and wastewater disposal system, subject to all the terms and conditions of this Agreement; and

WHEREAS, JEA and the Developer recognize that water is a natural resource of limited supply and wastewater treatment and disposal is a necessity for public health and thus, the water supply and disposal of wastewater must be regulated and controlled and the subject only of a reasonable and beneficial use to assure an adequate supply of water and adequate wastewater treatment capacity for all members of the public served by JEA; and

WHEREAS, the Developer and JEA further recognize that the supply of water and wastewater disposal service by JEA to the Development is subject to regulation, prohibition, limitation and restriction by local, state and federal governmental agencies, as well as JEA; and

WHEREAS, in order to facilitate the timely completion of the expansion of JEA's Utility System, the Developer and JEA wish to set forth the terms and conditions for sharing the cost of the construction and installation of the Developer's

Extension.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, receipt of which is hereby acknowledged, Developer and JEA hereby covenant and agree as follows:

- 1. <u>Effect of Recitals.</u> The above recitals are incorporated into the body of this Agreement and are adopted as findings of fact.
- 2. <u>Term.</u> The term of this Agreement shall begin upon execution by both parties (the "Effective Date") and shall end upon acceptance by JEA of Developer's Extension unless earlier terminated as provided herein, but in no event shall the term of this Agreement exceed five years from the Effective Date. Notwithstanding anything to the contrary herein, JEA may, in its sole discretion, extend the term of this Agreement for a period not to exceed one year if such extension is necessary to complete the Developer's Extension, so long as Developer is making progress toward completion.
- 3. Conveyance of Developer's Extension. Developer shall, in accordance with the terms of this Agreement, (i) complete the Developer's Extension on or before September 2029 and (ii) cause to be conveyed to JEA, free and clear of all encumbrances, the Developer's Extension in consideration for the payment by JEA to Developer of the lump sum price of \$ 384,128.44 ("Contract Price"), which sum represents the difference between the value of the Developer's Extension as constructed and the value of a project that would have been required to solely serve the Development, pursuant to Section 8 of this Agreement. Developer shall submit to JEA engineering plans and specifications for the Developer's Extension prepared by Developer's engineer and at Developer's cost, which plans, and specifications shall be approved in writing by JEA prior to any construction. Said plans and specifications shall comply with the JEA Water and Wastewater standards in effect at the time the plans and specifications are submitted to JEA. All construction of Developer's Extension shall be done by the Developer at Developer's cost pursuant to JEA's Cost Participation Policy and Procurement Code, and shall be consistent with JEA's Water and Wastewater Standards. Following conveyance by Developer, and acceptance by JEA, Developer's Extension, additions, repairs and replacements thereto shall at all times remain the sole, complete and exclusive property of and under the control of JEA, and the Developer shall have no right or claim in and to the Developer's Extension, but the Developer's Extension shall be used for providing service to the Development.
- 4. <u>Contractor Selection.</u> Developer shall procure all contractors performing work in connection with the construction and installation of the Developer's Extension in compliance with the applicable provisions of the JEA Procurement Code and Cost Participation Policy. Contractor selection shall be subject to the consent of JEA, which shall not be unreasonably withheld.
- 5. <u>Plans.</u> Prior to commencement of construction, Developer shall submit construction plans to JEA that include,

at a minimum, a route survey depicting all improvements located in rights-of-way and/or dedicated easements, including, but not limited to, roads, driveways, landscaping, right-of-way boundaries, easements, and existing utilities. JEA will review said plans for constructability, hydraulic efficiency and conformity with JEA specifications. *Soft digs and geotechnical surveys may be required and will be determined during the plan review phase*. Upon satisfactory completion of the aforementioned plan review process, a minimum of five (5) sets of signed and sealed engineering plans must be submitted to JEA Environmental Services for FDEP permit processing. Once construction has commenced, Developer may not modify construction plans without JEA's written approval, which shall not be unreasonably withheld.

- 6. <u>Performance Bond.</u> Developer shall not begin construction on the Developer's Extension until it has posted a performance bond in a form acceptable to JEA guaranteeing completion of the Developer's Extension.
- 7. <u>Permits.</u> The Developer shall be responsible for procurement of all applicable permits and will submit to JEA one (1) copy of each permit issued for the project e.g.: FDEP, SJRWMD, applicable FDOT, County or City right of way permits, railroad crossing, etc. JEA reserves the right to withhold funding until all applicable permits have been obtained.
- 8. <u>Contract Price</u>. The Contract Price constitutes the total lump sum compensation payable to the Developer under this Agreement. All duties, responsibilities and obligations assigned to or undertaken by the Developer shall be at the Developers expense without change in the Contract Price. Should Developer make any changes to the design, plans and/or specifications after receiving JEA's approval under Section 5 above, any additional costs associated with these changes shall be the responsibility of the Developer. Should circumstances be found by the awarded contractor which were not included in Developer's design, plan and specifications and result in additional costs to the awarded contractor, these additional costs shall be the sole responsibility of the Developer. JEA approval of any modification of construction plans is solely for the purposes of confirming that such modification is consistent with applicable JEA Water and Wastewater Standards and does not constitute consent on the part of JEA for assumption of additional costs associated with such modification.
- 9. <u>Developer's Representative.</u> The Developer is responsible for management of the construction phases of the project and will appoint a qualified professional engineer ("Engineer") licensed in the State of Florida as its project representative during the construction period. The Engineer will make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of the contractor's executed work. Based on information obtained during such visits and observations, Engineer will endeavor on the behalf of the Developer to determine, in general, if the work is proceeding in accordance with the plans described in Section 2 of this Agreement, any document described on Exhibit B, as described in Section 6 of this Agreement, and the construction contract for the Developer's Extension.

- 10. <u>Project Close-out and Acceptance.</u> Project close-out shall occur when the Developer has made satisfactory completion of the construction and acceptance processes as stated herein and in Exhibit B titled, "JEA Project Checklist" and likewise satisfied the terms of this Agreement in full.
- 11. <u>Payment Procedures.</u> Upon satisfactory review of the Developer's Application for Payment by JEA's construction inspector, JEA shall make a 50% progress payment on account of the Contract Price. This 50% payment shall be measured by the schedule of values or in the case of unit price work, based on the number of units completed.
  - (a) Final Payment Upon satisfactory completion of the Work in accordance with the project closeout and acceptance process as stated in Section 10 herein, the Developer shall submit to JEA a request for final payment for the balance of the contract amount. Upon review and approval of JEA Project Manager, JEA will pay the balance of the lump sum contract price.
  - (b) The Developer warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment whether incorporated in the Project of not, will pass to JEA no later than the time of payment free and clear of all liens, judgments, encumbrances and mortgages.
- 12. <u>Indemnification and Hold Harmless Provisions.</u> In special consideration of the work herein described, the sufficiency of which is hereby acknowledged, Developer hereby agrees as follows:

  Developer shall hold harmless, indemnify and defend JEA and its officers, employees, agents, and contractors against

any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not limited to attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to property arising out of or incidental to this Agreement, whether or not such injury is due to or caused by the negligence of JEA or otherwise, excluding only the sole gross negligence of JEA.

Grant of Easement and or Deed Rights. Developer shall grant to JEA, its successors and assigns, the (i) exclusive, perpetual right, privilege and easement to construct, reconstruct, operate, maintain, repair, replace, improve, alter, remove, relocate and inspect water transmission and distribution mains, wastewater collection mains, reclaimed water distribution mains, pipe lines, lateral lines, valves, connections and appurtenant equipment over, across and under a twenty (20) foot strip of land centered on where the system lies on the Developer's Property or (ii) for certain systems including but not limited to pump or lift stations, a fee simple conveyance by Special Warranty Deed over property of variable dimensions together with the right of ingress and egress for both (i) and (ii). The easement rights granted with respect to public places shall be subject to the authority of the public authority having jurisdiction over such public places. Prior to JEA providing service to the Development, Developer shall execute a grant or grants of easement and or deed, in recordable form to be approved by JEA, specifically granting to JEA the above rights necessary, in the discretion of JEA, to provide water and wastewater utility service to the Developer's Property. Nothing contained in this Agreement shall prevent Developer or any subsequent owner of Developer's Property from exercising itself or granting exclusive or non-exclusive rights, privileges and/or easements to any other parties for the furnishing of utility services other than water and wastewater, provided that

JEA's use, occupancy and enjoyment of its easements are not unreasonably interfered with. JEA shall not be obligated to furnish any water or wastewater service to any building which may be built on Developer's Property to which it does not have access.

- Developer's Right to Connect. Provided that Developer has complied with the terms of this Agreement and provided that the Developer's Extension is installed with the approval of JEA and in compliance with the requirements of all public, governmental or other agencies having supervision, regulation, direction or control of such water and wastewater utility systems, JEA shall allow Developer or its successors in-title to connect the Developer's Extension into JEA's Utility System.
- 15. <u>Contract Administration.</u> Developer shall be responsible for administering all aspects of the construction contract for the construction of Developer's Extension, including, but not limited to, review and processing of invoices and other contract documents, review and resolution of technical issues (whether foreseen or unforeseen) that arise during construction, and facilitating project close-out upon completion of construction. Developer shall be responsible for all costs associated with said contract administration. It shall also be Developer's responsibility to coordinate construction schedules of its contractors.
- JEA's Right of Termination of Agreement and Service. Unless there is a material default of this Agreement by JEA which is not cured within ten (10) days following the receipt by JEA of Developer's notice of such default, JEA shall have the right to refuse to provide service, the right to terminate service to any building within Developer's Property, and the right to terminate this Agreement in the event Developer defaults or fails to comply with any of the terms and conditions of this Agreement in a timely manner and fails to cure such default or fails to comply within ten (10) days following the receipt by Developer of JEA's notice of such default or failure to comply. In the event of termination, Developer shall be responsible for all actual costs of removing the connection and restoring JEA's water and/or sewerage system(s) to the condition(s) existing immediately prior to the connection(s).
- 17. Force Majeure. Neither party shall be liable or responsible to the other party as a result of injury to property or person, or failure to comply with the terms hereof, proximately caused by Force Majeure. The term "Force Majeure" as employed herein shall be acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein which are beyond the control of the party claiming force majeure and qualify under Florida's impossibility of performance principles.
- 18. <u>Approval by Governmental Agencies.</u> JEA's obligations under this Agreement are contingent upon Developer obtaining all necessary approvals for Developer's Extension from all applicable governmental agencies. Developer hereby assumes the risk of loss as a result of the denial or withdrawal of the approval of any concerned governmental agency, or

caused by an act of any governmental agency which affects the ability of JEA to provide water, wastewater and/or reclaimed water service to Developer not within the sole control of JEA and which, by exercise of due diligence, JEA is unable to overcome.

- 19. <u>No Prohibition of Further Extension</u>. This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's extension to become overloaded and shall not adversely affect the reservation of capacity.
- 20. <u>Modification of Development Plans.</u> Should the Developer modify its development plans for Developer's Property which would require greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater facilities than the water and wastewater demands designed and approved under the engineering plans and specifications which are the subject of this Agreement, then Developer shall enter into a new agreement with JEA providing for the construction of such additional water or wastewater facilities meeting all JEA's and governmental design requirements and shall pay all additional contributions and fees as may be authorized by JEA's Tariff or the Florida Public Service Commission, or its successor, at the date said new agreement is executed.
- 21. <u>Notice of Connection to Wastewater System.</u> Developer shall give JEA written notice that Developer is connecting the Developer's Extension to JEA's wastewater collection system no less than two (2) days prior to said connection for inspection. If Developer fails to give said written notice, JEA may require Developer to uncover and expose said connection for inspection, at the sole cost of Developer.
- 22. <u>Connection of Buildings.</u> Developer shall at its sole cost and expense connect the private property water pipes and the private property wastewater pipes of each building constructed on Developer's Property to the meters and wastewater laterals of Developer's Extension as reflected in plans and specifications approved by JEA.
- 23. <u>Application for Service.</u> Developer, its successors, or the occupant(s) of the Developer's Property, shall make written application to JEA for the opening of an account(s) for service. Said application is to be made only after the payment of all costs set forth herein. At the time of making said application for service, the applicant shall pay all service charges as set forth in JEA's Tariff.
- 24. <u>Notice of Transfer of Developer's Property.</u> Developer agrees to provide proper written notice to JEA of the actual date of the legal transfer of water and wastewater services from Developer to any third party. Developer shall remain responsible for all costs and expenses, including utility bills, which arise as a result of Developer's failure to notify or improper notification to JEA.
- 25. Insurance, Developer shall not commence work under this Agreement until it has obtained insurance in the types

and amounts set forth in Exhibit C, attached hereto and incorporated herein, and provided JEA with Certificates of Insurance naming JEA as additional insured.

26. <u>No Prohibition of Further Extension</u>. This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's extension to become overloaded and shall not adversely affect the reservation of capacity.

#### Miscellaneous.

- (a) This Agreement supersedes all previous agreements or representations either verbal or written heretofore in effect between Developer and JEA and made with respect to the matters contained herein, and when duly executed constitutes the complete Agreement between Developer and JEA. Any amendment to this Agreement shall be in writing and executed by the fully authorized representatives of Developer and JEA.
- (b) Developer is an independent contractor in the performance of all activities under this Agreement. Nothing in this Agreement shall be construed to create an employment, agency, or partnership relationship between Developer and JEA.
- (c) No third-party beneficiary status or interest is conveyed to any third party by this Agreement.
- (d) Except as provided herein, neither Developer nor JEA shall assign, transfer, or sell any of the rights created under, or associated with, this Agreement without the express written consent of the non-assigning party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, nothing in this section shall prevent Developer from assigning or otherwise transferring its rights and duties under this Agreement to an affiliate, subsidiary, or parent company of Developer upon written notice to JEA.
- (e) Developer shall maintain records sufficient to document completion of the work performed under this Agreement. Upon JEA's request, Developer shall allow JEA to audit its financial and operating records for the purpose of determining invoice accuracy or otherwise assessing compliance with this Agreement. Developer agrees to allow JEA personnel or their qualified representative access such records at Developer's offices upon reasonable notice. All audit work will be done on Developer's premises, and no Developer documentation will be removed from Developer's offices. Developer agrees to have knowledgeable personnel available to answer questions for the auditors during the time the auditors are at Developer's offices and for a period of two weeks thereafter. Developer shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request no later than five days after receipt of written request from JEA.
- (f) This Agreement was made and executed in Jacksonville, Florida, and shall be interpreted and construed according to the laws of the State of Florida. Litigation involving this Agreement, or any provision thereof shall take place in the State or Federal Courts located in Jacksonville, Duval County, Florida.
- (g) Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired.
- (h) The headings used in the paragraphs of this Agreement are solely for the convenience of the parties

and the parties agree that they shall be disregarded in the construction of this Agreement.

(i) This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto. It is understood that Developer may assign its rights hereunder to successor/owners of the Developer's parcels of real property included in the Developer's Property.

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

ATTEST:	JEA
for Susan West Dit Colls, E-westerfigea.com. OU-LEA. Chi-Susan West Date: 2025.02.18 15:50:29-05:00	Robert Zammataro Digitally signed by Robert Zammataro Date: 2025.02.21 15:15:09-05:00' for
Robert J. Zammataro, PE Director W/WW Planning & Development	Pedro A. Melendez, PE VP Planning Engineering & Construction
ATTEST:	LENNAR HOMES, LLC
Signature	Signature
	G.CHRISTOPHER MYCI UNEY
Print or Type Name	Print or Type Name
	VILE ADDSIDENT
Title	Title

I hereby certify that the expenditure contempl	ated by the foregoing	contract has been d	uly authorized, an	d provision
has been made for the payment of the monies	provided therein to be	e paid.		

Laure A Whitmer

Laure A. Whitmer
Director of Budgets

Form Approved:

Office of General Counsel

#### Exhibit A

#### Developer's Property Legal Description

(Attached)

#### Exhibit B

#### JEA Project Checklist

	4 1 1 2 2 - 6
ect Name:	Availability #:
in <del>cer</del> :	Phone:
eloper:	Phone :
ty Contractor:	Phone:
Address of Pump/Lift Station:	
Electric Meter #:	
Service Provider:	
	wer improvements: This is required under the water and
	ls and appurtenances in the system(s) legally become the
property of JEA. *Original signat	ure and Notanzed
Dedication Warranty: 2-year con "Original signature & must include	stractor warranty for infrastructure improvements.  de Contractor's License No. *
Engineer's Final Certification: C	certificate in accordance with para 654.124
(Subdivision Regulations is on file	Original signature with PE seal*
Owner's Affidavit of Construction	on Completion: The original affidavit should be completed
	affidavit should address JEA not the City of Jacksonville
*Original signature and Notarized	
Schedule of Values, Do sure to	include all applicable project information, including pump
station information at the bottom of	f the document.
As-Built Approval Letter(s)	
Clearance Certificates on Water,	Sewer and Reclaim Mains:
Letters of certification from JEA ar	
Approved Deed of Dedication, Ea	asement(s), Recorded Plat, Hold Harmless Agreement
Pump Station "Start-Up": A cor	py of the pump station start-up report with the name of the
pump (ex. Myers), control panel (ex	
	inspection record should indicate attendees and deficiencies
noted. The original with Project En been satisfied.	gineer/Inspector's Certification that all punch-list items have

Please submit all applicable documents for final utility acceptance and service.

Revised 1/3/2019

#### Exhibit C

#### **Insurance Requirements**

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

#### Workers' Compensation

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

#### Commercial General Liability

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

#### Automobile Liability

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

#### Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$2,000,000 each occurrence and annual aggregate.

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

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

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Risk Management Services), 21 West Church Street, T12, Jacksonville, FL 32202-3139.

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

Any contractors or subcontractors of Developer shall procure and maintain the insurance required of Developer hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Developer. Developer shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

Bond No. 0100865

# **ATA** Document A312™ – 2010

#### Performance Bond

CONTRACTOR:

(Name, legal status and address)

Jax Dirtworks, Inc.

310 Mealy Drive

Atlantic Beach, FL 32233

OWNER:

(Name, legal status and address)

Lennar Homes, LLC

9440 Philips Highway, Suite 7

Jacksonville, FL 32256

**CONSTRUCTION CONTRACT** 

Date: October 2, 2024

Amount \$387,822.17

Three Hundred Elghty-seven Thousand Eight Hundred Twenty-two & 17/100

Description:

(Name and location)

2023-0725 Seaton Creek Phase 4: 16" DR18 PVC Main - JEA Cost Share

SURETY:

(Name, legal status and principal place

of business)

Developers Surety and Indemnity Company

800 Superior Avenue E., 21st Floor

Cleveland, OH 44114

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Company:

Jax Dirtworks, Inc

Date: March 19, 2025

(Not earlier than Construction Contract Date)

Amount: \$387,822.17

Three Hundred Eighty-seven Thousand Eight Hundred Twenty-two & 17/100

SURETY

Modifications to this Bond: None See Section 16

**CONTRACTOR AS PRINCIPAL** 

(Corporate Seal)

Company: **Developers Surety** 

Signature

Signature: Name NICHECAS

and Title: COO

Name

and Title: Tyler D. DeBord, Attorney-in-Fact

(Corporate Seal) ready Company

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

(FOR INFORMATION ONLY - Name, address and telephone)

**AGENT or BROKER:** 

**OWNER'S REPRESENTATIVE:** 

(Architect, Engineer or other party:)

Brown & Brown Insurance Services, Inc.

300 North Beach Street

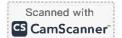
Daytona Beach, FL 32114

386-252-9601

AIA Document A3121 - 2010. The American Institute of Architects.



- § 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 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:
  - 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.



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- § 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;
  - 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.
- § 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.

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§ 16 Modifications to this bond are as	follows:		
		A3 12 <sup>TM</sup> ~ 2010	
	Course C		
		*	
(Space is provided below for additional	l signatures of adde	d parties, other than those appeari	ng on the cover page.)
CONTRACTOR AS PRINCIPAL	CALL STATE	SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	The first of the second of the second
Name and Title: Address		Name and Title: Address	1000
CAUTION: You should sign an original Alachanges will not be obscured.	A Contract Document	, on which this text appears in RED.	An original sasures that
UA Document A3127 - 2010. The American Instit	ute of Architects		

Scanned with CS CamScanner

Bond No. 0100865

## $\mathbf{AIA}^{\circ}$ Document A312<sup>TM</sup> – 2010

#### **Payment Bond**

**CONTRACTOR:** 

(Name, legal status and address)

Jax Dirtworks, Inc. 310 Mealy Drive

Atlantic Beach, FL 32233

OWNER:

(Name, legal status and address)

Lennar Homes, LLC

9440 Philips Highway, Suite 7

Jacksonville, FL 32256

CONSTRUCTION CONTRACT

Date: October 2, 2024

Amount: \$387,822.17

Three Hundred Eighty-seven Thousand Eight Hundred Twenty-two & 17/100

Description:

(Name and location)

2023-0725 Seaton Creek Phase 4: 16" DR18 PVC Main - JEA Cost Share

**SURETY:** 

(Name, legal status and principal place

of business)

Developers Surety and Indemnity Company

800 Superior Avenue E., 21st Floor

Cleveland, OH 44114

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: March 19, 2025

(Not earlier than Construction Contract Date)

Amount: \$387,822.17

Three Hundred Eighty-seven Thousand Eight Hundred Twenty-two & 17/100

Signature:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (0

(Corporate Seal)

SURETY Company:

Jax Dirtworks, Inc.

Signature:

Name LICHOLAS KAUSCH

and Title: CEO

and Title: Tyler D. DeBord, Attorney-in-Fact

Developers Surety and Indana, Go

(Corporate Seal)

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

(FOR INFORMATION ONLY - Name, address and telephone)

**AGENT or BROKER:** 

**OWNER'S REPRESENTATIVE:** 

(Architect, Engineer or other party:)

Brown & Brown Insurance Services, Inc.

300 North Beach Street

Daytona Beach, FL 32114

386-252-9601

AIA Document A31274 - 2010. The American Institute of Architects.

001110

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- § 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,
  - A 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.

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- § 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

Init.

- § 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;
  - A 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.

§ 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:

(Space is provided below for additional CONTRACTOR AS PRINCIPAL	ional signatures of added	d parties, other than those appearing on the cover page.)			
Company:	(Corporate Seal)	Company:	(Corporate Seal)		
Signature:	to the second of	Signature:	77 - 77		
Name and Title:		Name and Title:			
Address		Address			
CAUTION: You should sign an origina changes will not be obscured.	al AIA Contract Document	, on which this text appears in F	RED. An original assures that		

AIA Document A3127 - 2018. The American Institute of Architects.



#### **Dual Obligee Rider**

TO BE ATTACHED TO and form part of Bond Num	ber <u>0100865</u>	issued by the
Developers Surety and Indemnity Company		as
Surety, on behalf of _Jax Dirtworks, Inc.		of
310 Mealy Drive, Atlanti cBeach, FL 32233		, hereinafter referred
to as the Principal, and in favor ofLennar Homes	s, LLC	
of _9440 Phillips Highway, Suite 7, Jacksonville, FL		, hereinafter
referred to as the Obligee, in the sum of Three Hundre	ed Eighty-seven Thousand Eight Hun	dred Twenty-two & 17/100
Dollars (\$ 387,822.17 ), effective the	day ofMarch	2025
In consideration of the sum of One Dollar (\$1.00), hereby acknowledged, the Undersigned hereby agree		consideration receipt of which is
1. The _ JEA - 225 N. Pearl Street, Jacksonville, F	FL 32202	
is hereby added to said bond as an additional of	bligee.	The state of the s
<ol><li>The Surety shall not be liable under this bond either of them, shall make payments to the Printers to payments, and shall perform all other oblimarmer therein set forth.</li></ol>	ncipal strictly in accordance w	ith the terms of the said contract
3. No suit, action or proceeding by reason of any years from the day on which the final payment u		
4. Aggregate liability of Surety hereunder to Oblig making payment hereunder, shall be subrogate payee with respect to the particular obligation of any other party liable to the payee on the discharge.	ed to, and shall be entitled to a discharged by the payment, e	an assignment of all rights of the
SIGNED, SEALED AND DATED this 1 th 9	day of _March	, 2025
Witness:	Jax Dirtworks, Inc.	
Man du 1 m		Prindpal)
By: ///Wg // / //	Brille	(Seal)
	Developers Surety and Ir	ndemnity Company
	462	(Surety)
	Ву:	(Seal)
	Tyler D. DeBord	Attorney-in-Fact

SUR-85831-4

Signed and sealed this 19th day of March

#### POWER OF ATTORNEY FOR COREPOINTE INSURANCE COMPANY DEVELOPERS SURETY AND INDEMNITY COMPANY 59 Maiden Lane, 43rd Floor, New York, NY 10038 (212) 220-7120

KNOW ALL, BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint

			Daylona Beach, FL
as its true and lawful Attomey-in-Fact, to make of suretyship giving and granting unto said A connection therewith as each of said company	Attomcy-in-Fact full power and aut y could do, but reserving to each of	thority to do and to perform every act occess if said company full power of substitution and	ary, requisite or proper to be done in revocation, and all of the acts of sain
Attorney-in-Fact, pursuant to these presents, shall expire on December 31, 2025.	are hereby ratified and confirmed.	This Power of Attorney is effectiveFet	an 28, 2023
This Power of Attorney is granted and is signed COMPANY and DEVELOPERS SURETY AT			
Surety, each an employee of AmTrust N of Attorney, qualifying attorney(s)-in-fi	North America, Inc., an affiliate of t fact named in the Power of Attorn as; and that the Secretary or any Ass	Vice President Surety Underwriting and C the Company (the "Authorized Signors"). are ney to execute, on behalf of the Company, I sistant Secretary of the Company he, and each	hereby authorized to execute a Power bonds, undenakings and contracts o
must be affixed to any such Power of A	Attorney, and any such signature or	re Secretary or any Assistant Secretary of the C ir seal may be affixed by facsimile, and such to any bond, undertaking or contract of suretys	Power of Attorney shall be valid and
IN WITNESS WHEREOF, COREPOINTE IN signed by the Authorized Signor and attested by			PANY have caused these presents to be
7 7 2		WHITE CHE A	AND THE
By:		- STATE NOONAN	AL SECTION NO.
Printed No. Son 720		S. Ouronaki C	8. 30
Title: President, Surety Underwriting		SEAL	1936
		6	0 0 0
ACKNOWLEDGEMENT:		C. SELAWARE. T.	TFORM AND
principles of the second		" minimum	**************************************
A notary public or other officer co- identity of the individual who sign			
attached, and not the truthfulness,	, accuracy, or validity of that	document.	
STATE OF California	COUNTY OF Orange		
On this 27 day of March	20.23 before me Hoans-Ouve	en Phu Pham personally appeared	Sam Zaza
	syliches to be the person whose them	ne is subscribed to within the instrument and ac	knowledged to me that they executed
who proved to me on the basis of satisfactory ex he same in their authorized capacity, and that			d. executed this instrument.
who proved to me on the basis of satisfactory ex	by the signature on the instrument t	that the foregoing parage	
who proved to me on the basis of satisfactory events and that the same in their authorized capacity, and that certify, under penalty of perjury, under the later	by the signature on the instrument t	that the foregoing parage	
who proved to me on the basis of satisfactory ex he same in their authorized capacity, and that	by the signature on the instrument t	that the foregoing parage	
who proved to me on the basis of satisfactory events and that it certify, and that it certify, under penalty of perjury, under the later that it is certify.	by the signature on the instrument t	that the foregoing parage	MANG-QUYEN P. PHAM Motacy Public - California Orange County
who proved to me on the basis of satisfactory events and that the same in their authorized capacity, and that certify, under penalty of perjury, under the later	by the signature on the instrument t		HOANG-QUYEN P. PHAM Notacy Public - California
who proved to me on the basis of satisfactory events and that it certify, and that it certify, under penalty of perjury, under the later that it is certify.	by the signature on the instrument the saws of the State of California		HOANG-QUYEN P. PHAM HOLANG-PUBLIC - California Orange County Commission # 2432970
who proved to me on the basis of satisfactory evhe same in their authorized capacity, and that it certify, under penalty of perjury, under the law ITNESS my hand and official seal,	corporate C Assistant Secretary of COREPON isions of the respectively.	CERTIFICATION  NTE INSURANCE COMPANY and DEVELO	HOANG-QUYEN P. PHAM Hotacy Public - California Orange County Commission # 2432970 Comm. Expires Dec 31, 2026  DPERS SURETY AND INDEMNITY
who proved to me on the basis of satisfactory exhe same in their authorized capacity, and that certify, under penalty of perjury, under the law MTNESS my hand and official seal, signature.  The undersigned, the Secretary or COMPANY, does hereby certify that the provision in the same company.	CORPORATE C  Assistant Secretary of COREPOR  is by the signature on the instrument to the same of the State of California  CORPORATE C  Assistant Secretary of COREPOR  isions of the resolutions of the respectively.	CERTIFICATION  NTE INSURANCE COMPANY and DEVELOR COMPANS of Directors of said corporation	HOANG-QUYEN P. PHAM Hotacy Public - California Orange County Commission # 2432970 Comm. Expires Dec 31, 2026  DPERS SURETY AND INDEMNITY
The undersigned, the Secretary or COMPANY, does hereby certify that the provision of the pr	CORPORATE C  Assistant Secretary of COREPOR  is by the signature on the instrument to the same of the State of California  CORPORATE C  Assistant Secretary of COREPOR  isions of the resolutions of the respectively.	CERTIFICATION  NTE INSURANCE COMPANY and DEVELOR COMPANS of Directors of said corporation	HOANG-QUYEN P. PHAM Hotacy Public - California Orange County Commission # 2432970 Comm. Expires Dec 31, 2026  DPERS SURETY AND INDEMNITY
The undersigned, the Secretary or COMPANY, does hereby certify that the provisire in force as of the date of this Certification.  This Certification is executed in the	CORPORATE C Assistant Secretary of COREPORI isions of the resolutions of the respect	CERTIFICATION  NTE INSURANCE COMPANY and DEVELOR COMPANS of Directors of said corporation	HOANG-QUYEN P. PHAM Hotacy Public - California Orange County Commission # 2432970 Comm. Expires Dec 31, 2026  DPERS SURETY AND INDEMNITY

. 2025

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/26/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights to the certificate holder in fieu of such endorsement(s).					
PRODUCER		CONTACT NAME: Michelle Rushing			
Bowen, Miclette & Britt of Florida, LLC 850 Concourse Parkway S Suite #105	da, LLC	PHONE (A/C, No, Ext): 407-647-1616 FAX (A/C, No):		3-1635	
		E-MAIL ADDRESS: mrushing@bmbinc.com			
Maitland FL 32751		INSURER(S) AFFORDING COVERAGE		NAIC#	
		INSURER A: Amerisure Mutual Insurance Company		23396	
INSURED Jax Dirtworks, Inc. 310 Mealy Dr. Atlantic Beach FL 32233	JAXDIRTWOR	INSURER B: Amerisure Insurance Company		19488	
		INSURER c: Navigators Specialty Insurance Company		36056	
		INSURER D : Ascot Specialty Insurance Company		45055	
		INSURER E:			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 1311746550	REVISION NUM	MBER:		
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	S ANY REQUIREMENT, TERM OR CONDITION	OF ANY CONTRACT OR OTHER DOCUMENT WITH	H RESPECT TO V	VHICH THIS	

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

TYPE OF INSURANCE

A X COMMERCIAL GENERAL LIABILITY

Y Y CPP21230150102

4/1/2024

4/1/2025

FACH OCCURPENICE

\$1,000,000

INSR LTR			SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY	Υ	Υ	CPP21230150102	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
В	AUTOMOBILE LIABILITY	Υ	Υ	CA21230140101	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							PIP	\$ 10,000
D	UMBRELLA LIAB X OCCUR	Υ	Υ	ESXS2410002032-02	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE T/N	N/A					E.L. EACH ACCIDENT	\$
	(Mandatory in NH)	,					E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
С	Pollution Liability			SF24ECPU00303NC	4/1/2024	4/1/2025	Each Incident Aggregate	2,000,000 2,000,000

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

RE: Seaton Creek Phase 4A & 4B

When required by written contract, those parties listed in said contract, including JEA, are added as an Additional Insureds with respect to the General Liability, Auto Liability, and Excess Liability as afforded by the policy and/or endorsements.

When required by written contract, a Waiver of Subrogation, with respect to the General Liability, Auto Liability, and Excess Liability is granted to those parties listed in said contract, including JEA.

See Attached..

CERTIFICATE HOLDER	CANCELLATION
JEA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
225 N Pearl Street Jacksonville FL 32202	AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID:	JAXDIRTWOF
---------------------	------------

ACOND .	ADDITIONAL REIVI	Page 1 or 1	
AGENCY Bowen, Miclette & Britt of Florida, LLC POLICY NUMBER		NAMED INSURED Jax Dirtworks, Inc. 310 Mealy Dr. Atlantic Beach FL 32233	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

POLICY NUMBER		Atlantic Beach FL 32233				
CARRIER	NAIC CODE					
		EFFECTIVE DATE:				
ADDITIONAL REMARKS						
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,						
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF	F LIABILITY IN	SURANCE				
The General Liability, Auto Liability, and Excess Liability, certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.						

ACORD 101 (2008/01)

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CONTRACTOR'S BLANKET FLEX ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CPP21230150102	Agency Number	Policy Effective Date 4/1/2024
Policy Expiration Date 4/1/2025	Date 03/27/2024	Account Number
Named Insured Jax Dirtworks, Inc.	Agency BMB of Florida, LLC	Issuing Company Amerisure Mutual Ins Co.

#### A. SECTION II - WHO IS AN INSURED is amended to add as an additional insured:

- 1. Any person ororganization with whom you have agreed in a "written agreement" that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such "written agreement".
- 2. If "your work" began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:
  - such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and
  - b. the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

- 1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
- 2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

- B. The coverage provided to any person or organization added as an additional insured pursuant to Paragraph A.1 is limited as follows:
  - 1. If the "written agreement" specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" for that insured by or for you.
  - 2. If the "written agreement" requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
  - 3. If the "written agreement" requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the "written agreement".
  - 4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- C. The insurance provided to an additional insured under this endorsement does not apply to:
  - 1. "Bodily injury" or "property damage" included in the "products-completed operations hazard" unless the "written agreement" specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the "written agreement" requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the "written agreement".
  - 2. "Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
    - a. The preparing, approving, or failing to prepare or approve:
      - (1) Maps;
      - (2) Drawings;
      - (3) Opinions;
      - (4) Reports;
      - (5) Surveys;
      - (6) Change orders;

- (7) Design specifications; and
- **b.** Supervisory, inspection, or engineering services.
- **D.** The limits of insurance that apply to the additional insured are the least of those specified in the "written agreement" or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance** is deleted and replaced with the following:

#### 4. Other Insurance.

- **a.** Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:
  - (1) Primary;
  - (2) Excess;
  - (3) Contingent; or
  - (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the "written agreement" requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph **b**. Method of Sharing below.

#### b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# FLORIDA CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

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Policy #CPP21230150102

Effective Dates: 4/1/2024-4/1/2025

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, paragraph 2. EXCLUSIONS, provisions 1. through 6. of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance is changed accordingly). Provisions 1. through 6. of this endorsement amend the policy as follows:

#### 1. PROPERTY DAMAGE LIABILITY - ALIENATED PREMISES

- A. Exclusion j. Damage to Property, paragraph (2) is deleted.
- B. The following paragraph is also deleted from Exclusion j. Damage to Property:
  - Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

#### 2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

- A. Exclusion j. Damage to Property, paragraphs (3), (4), and (6) do not apply to the use of elevators.
- B. Exclusion k. Damage to Your Product does not apply to:
  - 1. The use of elevators; or
  - Liability assumed under a sidetrack agreement.

### 3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

- A. Exclusion j. Damage to Property, paragraphs (3) and (4) are deleted.
- B. Coverage under this provision 3. does not apply to "property damage" that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

#### 4. PRODUCT RECALL EXPENSE

- A. Exclusion n. Recall Of Products, Work Or Impaired Property does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:
  - 1. Failure of any products to accomplish their intended purpose;
  - 2. Breach of warranties of fitness, quality, durability or performance;
  - 3. Loss of customer approval or any cost incurred to regain customer approval;
  - Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;
  - 5. Caprice or whim of the insured;
  - **6.** A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
  - Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
  - 8. Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.
- **B.** Under **SECTION III LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:
  - 3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

- a. Damages under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and
- b. "Product recall expenses".
- 8. Subject to paragraph 5. above [of the CGL Coverage Form], \$25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

### 5. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)

Exclusion g. Aircraft, Auto or Watercraft, paragraph (2) is deleted and replaced with the following:

[This exclusion does not apply to:]

- (2) A watercraft you do not own that is:
  - (a) Less than 75 feet long; and
  - (b) Not being used to carry any person or property for a charge;

Exclusion g. Aircraft, Auto or Watercraft, paragraph (6) is added as follows:

[This exclusion does not apply to:]

- (6) An aircraft you do not own, provided that:
  - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
  - (b) The aircraft is rented to you with a trained, paid crew; and
  - (c) The aircraft is not being used to carry any person or property for a charge.

#### 6. BLANKET CONTRACTUAL LIABILITY - RAILROADS

Under **SECTION V – DEFINITIONS**, paragraph **c.** of "Insured Contract" is deleted and replaced by the following:

c. Any easement or license agreement;

'Under SECTION V - DEFINITIONS, paragraph f.(1) of "Insured Contract" is deleted.

#### 7. CONTRACTUAL LIABILITY - PERSONAL AND ADVERTISING INJURY

Under SECTION I - COVERAGE B., paragraph 2. Exclusions, paragraph e. Contractual Liability is deleted.

#### 8. SUPPLEMENTARY PAYMENTS

Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraphs **1.b.** and **1.d.** are deleted and replaced with the following:

- b. Up to \$5,000 for 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 \$1,000 a day because of time off from work.

#### 9. BROADENED WHO IS AN INSURED

**SECTION II – WHO IS AN INSURED** is deleted and replaced with the following:

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- **b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 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 insured 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 except as provided in provision 10. of this endorsement.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by;
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
      - you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - **b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only;
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

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- e. Your subsidiaries if:
  - (1) They are legally incorporated entities; and
  - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contact to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.
  - However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.
- i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."
  - However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (2) Supervisory, inspection, or engineering services.

This paragraph i. does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs **f**. through **i**. above will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

- Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - Coverage under this provision is afforded until the end of the policy period.
  - Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired b. or formed the organization.
  - Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - Coverage A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
- Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- "Bodilv 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.
- Any express warranty unauthorized by you; b.
- Any physical or chemical change in "your product" made intentionally by the vendor; C.
- 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:
- 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 "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";
- "Your 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.
- "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:
  - (1) The exceptions contained in subparagraphs d. or f.; or
  - 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.

This paragraph 4, does not apply to any insured person or organization from which you have acquired "your product", or any ingredient, part, or container, entering into, accompanying or containing "your product". This paragraph 4. also does not apply if a separate Additional Insured endorsement, providing

liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

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

#### 10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision **9.**, **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** does not apply to any "employee" who provides incidental medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services. This incidental malpractice coverage is excess over any available medical professional liability coverage.

Under SECTION III – LIMITS OF INSURANCE, provisions 11. through 14. of this endorsement amend the policy as follows:

#### 11. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

#### 12. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision **12.**, your locations are premises you own, rent or use involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

# 13. INCREASED MEDICAL PAYMENTS LIMIT

- A. SECTION III LIMITS OF INSURANCE, paragraph 7., the Medical Expense Limit, is subject to all of the terms of SECTION III LIMITS OF INSURANCE and is the greater of:
  - **1.** \$10,000; or
  - 2. The amount shown in the Declarations for Medical Expense Limit.
- **B.** This provision **13**. does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

#### 14. DAMAGE TO PREMISES RENTED TO YOU - SPECIFIC PERILS AND INCREASED LIMIT

- **A.** The word fire is changed to "specific perils" where it appears in:
  - 1. The last paragraph of SECTION I COVERAGE A, paragraph 2. Exclusions;
  - 2. SECTION IV. paragraph 4.b. Excess Insurance.
- **B.** The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."
- C. The Damage To Premises Rented To You Limit described in **SECTION III LIMITS OF INSURANCE**, paragraph **6.**, is replaced by a new limit, which is the greater of:
  - **1.** \$1,000,000; or
  - 2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.
- D. This provision 14. does not apply if the Damage To Premises Rented To You Limit of SECTIONI COVERAGE A is excluded either by the provisions of the Coverage Form or by endorsement.
- **E.** "Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

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#### 15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD'S BUSINESS PERSONAL PROPERTY

Under SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, the first paragraph following paragraph (6) is deleted and replaced with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to a landlord's business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision 15. is \$10,000. A \$250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions **16.** through **18.** of this endorsement amend the policy as follows:

#### 16. BROADENED KNOWLEDGE OF OCCURRENCE

Under 2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit, paragraph a. is deleted and replaced and paragraphs e. and f. are added as follows:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
  - (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

# 17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph 6. Representations is deleted and replaced with the following:

#### 6. Representations

By accepting this policy, you agree:

- The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- **d.** This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

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We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

#### 18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph 8. Transfer of Rights Of Recovery Against Others To Us is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, 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. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

#### 19. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12**. "Mobile equipment", paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

#### 20. ADDITIONAL DEFINITIONS

1. **SECTION V – DEFINITIONS**, paragraph **4**. "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. SECTION V – DEFINITIONS is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- **a.** Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b. Stationery, envelopes, production of announcements and postage or facsimiles;
- c. Remuneration paid to regular employees for necessary overtime or authorized travel expense:
- **d.** Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- Rental of necessary additional warehouse or storage space;
- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:
  - Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
  - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

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#### 21. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

Under SECTION I – COVERAGE A., paragraph 2. Exclusions, subparagraph a. Expected Or Intended Injury is deleted and replaced with the following:

[This insurance does not apply to:]

#### a. 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.

#### 22. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under SECTION I – COVERAGE A., paragraph 2. Exclusions, exclusion k. Damage to Your Product and exclusion I. Damage to Your Work are deleted and replaced with the following:

[This insurance does not apply to:]

#### k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it, except when caused by or resulting from:

- (1) Fire;
- (2) Smoke:
- (3) "Collapse"; or
- (4) Explosion.

For purposes of exclusion k. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

#### I. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
  - (a) Fire;
  - (b) Smoke;
  - (c) "Collapse"; or
  - (d) Explosion.

For purposes of exclusion I. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

B. The following paragraph is added to SECTION III - LIMITS OF INSURANCE:

Subject to **5.** above [of the CGL Coverage Form], \$100,000 is the most we will pay under Coverage **A** for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work, or the work out of which the damage arises, was performed on your behalf by a subcontractor.

#### 23. BROADENED BODILY INJURY COVERAGE

Under SECTION V - DEFINITIONS, the definition of "bodily injury" is deleted and replaced with the following:

- 3. "Bodily injury"
  - a. Means physical:
    - (1) Injury;
    - (2) Disability;
    - (3) Sickness; or
    - (4) Disease;

sustained by a person, including death resulting from any of these at any time.

- b. Includes mental:
  - (5) Anguish;
  - (6) Injury;
  - (7) Humiliation;
  - (8) Fright; or
  - (9) Shock;

directly resulting from any "bodily injury" described in paragraph 3.a.

**c.** All "bodily injury" described in paragraph **3.b.** shall be deemed to have occurred at the time the "bodily injury" described in paragraph **3.a.** occurred.

#### 24. DESIGNATED COMPLETED PROJECTS - AMENDED LIMITS OF INSURANCE

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

- **A.** for "bodily injury" or "property damage" that occurs within any policy period for which we provided coverage; and
- B. for "your work" performed within the "products-completed operation hazard"; and
- **C.** for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and
- **D.** that designated project is now complete;

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the Florida 10-year statute of repose. These limits are inclusive of and not in addition to the replaced limits.

Policy #CPP21230150102 Effective Dates: 4/1/2024-4/1/2025

COMMERCIAL GENERAL LIABILITY CG 72 13 06 18

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – PRIMARY NON-CONTRIBUTORY COVERAGE

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is amended to add the following:

d. Primary And Non-Contributory Coverage For Additional Insureds When Required By Written Contract, Written Agreement, Or Certificate Of Insurance

When required by:

- 1. written contract;
- 2. written agreement; or
- 3. certificate of insurance;

any additional insured coverage provided under this policy, or by any endorsement to this policy, is primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not seek contribution from that other insurance.

Policy #CA21230140101

Effective Dates: 4/1/2024-4/1/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# FLORIDA ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

# **BUSINESS AUTO COVERAGE FORM**

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

The premium for this endorsement is \$\_\_\_\_\_

#### 1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph A.2. is replaced by the following:

- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### 2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- **d.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
  - (1) Coverage under this provision is afforded only until the end of the policy period;
  - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
  - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
  - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- **f.** Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

(1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
  - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
  - (b) The "auto" is leased without a driver; and
  - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

#### 3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 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.

#### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

**SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS**, paragraph **5. FELLOW EMPLOYEE** is deleted and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

#### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph b. Loss of Use Expenses is deleted and replaced with the following:

#### b. 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 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

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(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 \$30 per day, to a maximum of \$2,000.

- C. Under SECTION IV BUSINESS AUTO CONDITIONS, paragraph 5.b. Other Insurance is deleted and replaced by the following:
  - b. 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
    - Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

#### 6. LOAN OR LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and
- **(b)** Any:
  - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue 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) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
  - (4) Security deposits not refunded by a lessor; and
  - (5) Carry-over balances from previous loans or leases.

#### 7. RENTAL REIMBURSEMENT

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, paragraph **4. Coverage Extension**s is deleted and replaced by the following:

#### 4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

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#### 8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph 3. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- **a.** Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- **b.** Blowouts, punctures or other road damage to tires.

#### 9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage.

#### 10. COLLISION COVERAGE - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

#### 11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

#### 12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

#### 13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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# 14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE SCHEDULE

**Description of Covered "Auto":** 

Limit of Insurance \$1,000 \$250

#### A. Coverage

- 1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
- **2.** We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

#### B. Exclusions

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

#### 2. Both:

- An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
- **b.** Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
- 3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

#### C. Limit of Insurance

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

- The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - **b.** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown in the Schedule.

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- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

#### D. Deductible

- 1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
- 2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
- 3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
- **4.** In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

#### E. When This Provision Becomes Void

This provision, **AUDIO**, **VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.

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Policy #CA21230140101 Effective Dates: 4/1/2024-4/1/2025

COMMERCIAL AUTO CA 04 49 11 16

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

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 the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- Such "insured" is a Named Insured under such other insurance; and
- You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- Such "insured" is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

Policy #ESXS2410002032-02 Effective Dates: 04/01/2024-04/01/2025

COMMERCIAL EXCESS LIABILITY CX 00 01 04 13

# COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

#### SECTION I - COVERAGES

#### 1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

#### But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
- c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

#### 2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

#### a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

#### b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

#### c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

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

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

#### d. Workers' Compensation And Similar Laws

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

#### **SECTION II – LIMITS OF INSURANCE**

- The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or suits brought, or number of vehicles involved;
  - Persons or organizations making claims or bringing suits; or
  - d. Limits available under any "controlling underlying insurance".
- The Limits of Insurance of this Coverage Part will apply as follows:
  - a. This insurance only applies in excess of the "retained limit".
  - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.
    - However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
  - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
  - d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### SECTION III - CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

#### 1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

# 2. Bankruptcy

#### a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

#### 3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:
  - (1) How, when and where the "event" took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any "injury or damage" arising out of the "event".
- b. If a claim is made or suit is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or suit and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
  - (2) Authorize us to obtain records and other information:
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit: and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### 4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

#### 5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### 6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

#### 7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

#### 8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
  - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
  - (2) The total of all deductible and self-insured amounts under all that other insurance.

#### 9. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

#### 11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- **b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

#### 12. Transfer Of Defense

#### a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

#### b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

#### 13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **SECTION IV - DEFINITIONS**

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

- "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
- "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
- 3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
- "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
- "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
- 6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
  - a. Settlements, judgments, binding arbitration; or
  - **b.** Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses. Policy #ESXS2410002032-02 Effective Dates: 04/01/2024-04/01/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF SUBROGATION

This endorsement modifies the insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. This policy is amended as follows:

If prior to the time of an "occurrence", you and the insurer(s) of the "controlling underlying insurance" waived the right of recovery against a specific person or organization in a written "insured contract", we hereby also agree to waive our right of recovery in the same manner. This waiver shall apply only with respect to the "ultimate net loss" occurring due to operations undertaken as per the specific contract in which you waived the right of recovery.

B. Solely with respect to this endorsement, SECTION IV – DEFINITIONS is amended to add the following:

"Insured contract" will have the same definition as such term or equivalent term in the "controlling underlying insurance".

"Occurrence" will have the same definition as such term or equivalent term in the "controlling underlying insurance".

All other terms and conditions of this policy remain unchanged.

Policy #ESXS2410002032-02

Effective Dates: 04/01/2024-04/01/2025

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Paragraph 8. of Section III - Conditions is replaced by the following:

#### 8. Other Insurance

This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However this condition will not apply to:

- (1) Insurance specifically written as excess over this Coverage Part; or
- (2) If you have agreed in a written contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to an additional insured, then this insurance will respond as primary and will not seek contribution from any other insurance on which the additional insured is a named insured, but only with respect to damages caused, in whole or in part, by your operations or work performed under such written contract or agreement that is executed before an occurrence or offense.

However, this insurance does apply excess of all available limits of "controlling underlying insurance" applicable to the claim.

When Paragraph 2. above applies, the insurance available to the additional insured under your policy will be the lesser of:

- (a) This policy's limits of insurance; or
- (b) The minimum limits of insurance required by such contract or agreement.
- (3) When this insurance is excess, we will have no duty to defend the insured against any suit if any other insurer has a duty to defend the insured against that suit. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (4) When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.

Policy #CPP21230150102

Effective Dates: 4/1/2024-4/1/2025

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation and/or nonrenewal provisions of the Coverage Form to which this endorsement is attached, we will not:

- 1. Cancel:
- 2. Nonrenew; or,
- 3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. If the person or organization named in the Schedule does not receive such notification within the time frame stated in this endorsement, this will not:

- 1. Extend any Coverage Form cancellation date;
- 2. Negate the cancellation as to any insured or any certificate holder;
- 3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
- 4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

#### **SCHEDULE**

#### Name Of Person Or Organization

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

- Refers to this policy;
- 2. States that notice of:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage;

will be provided to that person or organization;

- 3. Is in effect at the time of the:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
- 4. Is on file at your agent or broker's office for this policy

# Mailing Address

The address shown for that person or organization in that certificate of insurance

Policy #CA21230140101

Effective Dates: 4/1/2024-4/1/2025

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation and/or nonrenewal provisions of the Coverage Form to which this endorsement is attached, we will not:

- 1. Cancel:
- 2. Nonrenew; or,
- 3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. If the person or organization named in the Schedule does not receive such notification within the time frame stated in this endorsement, this will not:

- 1. Extend any Coverage Form cancellation date;
- 2. Negate the cancellation as to any insured or any certificate holder;
- 3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
- 4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

#### **SCHEDULE**

#### Name Of Person Or Organization

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

Mailing Address

The address shown for that person or organization in that certificate of insurance

- 1. Refers to this policy;
- 2. States that notice of:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage;

will be provided to that person or organization;

- 3. Is in effect at the time of the:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
- 4. Is on file at your agent or broker's office for this policy

IL 70 74 01 16

Policy #ESXS2410002032-02

Effective Dates: 04/01/2024-04/01/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED NOTICE OF CANCELLATION

This endorsement modifies the insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

#### SCHEDULE

Person(s) or Organization(s) including mailing address:	All certificate holders where written notice of the cancellation of this policy is required by written contract, with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of
	this policy for the purposes of complying with such request

The person(s) or organization(s) listed or described in the SCHEDULE above have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the person(s) or organization(s) listed or described in the SCHEDULE above a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 30 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the SCHEDULE above will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the SCHEDULE above to any benefit, rights or protection under this policy.

All other terms and conditions of this policy remain unchanged.

CXA 538 09 20 Page 1 of 1

**JAXDIRT-01** 

#### **MOSTEEN**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	is certificate does not confer rights							require an endorsemen	t. As	tatement on
	DUCER					CT Michelle				
JP Perry Insurance, Inc 3342 Kori Road Jacksonville, FL 32257			PHONE (A/C, No, Ext): (904) 482-1673 FAX (A/C, No): (904) 900-2222 E-MAIL ADDRESS: mosteen@jpperry.com					900-2222		
Jaci	35011VIIIe, 1 L 32237				ADDRE			RDING COVERAGE		NAIC#
					INCLIDE	RA: FFVA N	• •			10385
INSU	RED				INSURE		iataai iiioa			1.0000
	Jax Dirtworks, Inc.				INSURE					
	310 Mealy Drive Atlantic Beach, FL 32233					RD:				
						RE:				
						RF:				
CO	VERAGES CEF	RTIFI	CATE	NUMBER:				REVISION NUMBER:		
IN Cl	HIS IS TO CERTIFY THAT THE POLICI DICATED. NOTWITHSTANDING ANY I ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	REQU PER POLI	IREMI TAIN, CIES.	ENT, TERM OR CONDITION THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	N OF A DED BY	NY CONTRAC	CT OR OTHER IES DESCRIB	R DOCUMENT WITH RESPE EED HEREIN IS SUBJECT T	CT TC	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE OCCUR							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
								MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRODUCT LOC							PRODUCTS - COMP/OP AGG	\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE	Ξ.						AGGREGATE	\$	
	DED RETENTION\$							DED OTH	\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			MO0400004000 0005A	4/4/000=	4/4/0000	X PER STATUTE OTH-		4 000 000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	/E   Y/N   WC8400804638-2025A		WC8400804638-2025A	1/1/2025	1/1/2026	E.L. EACH ACCIDENT	\$	1,000,000	
	(Mandatory in NH)  If yes, describe under						E.L. DISEASE - EA EMPLOYEE		1,000,000 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DESC RE	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC Seaton Creek Phase 4A & 4B	CLES (A	ACORE	D 101, Additional Remarks Schedu	lle, may b	e attached if mor	e space is requi	red)		
					0.6375	NELL ATION:				
CEI	RTIFICATE HOLDER				CANC	ELLATION				
JEA 225 N Pearl Street Jacksonville, FL 32202				THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE CA IEREOF, NOTICE WILL I CY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE						

# Award #4 Supporting Documents 04/24/25



Quote Number: 47202501

Opportunity Number:

Sourcewell Contract #: 040924-ALT

Date: 4/7/2025

Quoted for: JEA

Quoted by: Charlie Mathews

Phone: / Email: (352) 512-8679 / charlie.mathews@altec.com

REF	ERENCE MODEL	Sourcewell Price	Commercial List Price	Discount %
AT40	0-G 4x4	\$150,442	\$155,095	3%
(A.)	Sourcewell Options On Contract			
1				
2				
3				

SOURCEWELL OPTIONS TOTAL: \$150,442 \$155,095 3%

(A.) OPEN MARKET ITEMS (Customer Requested)

	<u> </u>		
1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis and unit body to be 2025 extended cab in lieu of 2023 regular cab	\$21,864
8	OTHER	JEA Upfits	\$36,640
9	OTTER		
		OPEN MARKET OPTIONS TOTAL:	\$58,504

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$208,946

Delivery to Customer: \$2,534

TOTAL FOR UNIT/BODY/CHASSIS: \$211,480

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1	Order Total	AT40G 4x4 Ext Cab x4 including upfits and delivery	\$845,920
2			
3			
4			

<sup>\*\*</sup>Pricing valid for 45 days and may be subject to availability at time of order\*\*

#### **NOTES**

All items listed subject to availability, quote provided at time of request detailing options

Delivery is \$3.50/ mile

Alternate year models may be available in addition to the ones shown here, they will be discounted / priced Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)

**PAINT COLOR:** White to match chassis, unless otherwise specified

**TO ORDER:** To order, please contact the Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than \_\_\_\_\_ days ARO, FOB Customer Location

TERMS: Net 10 days

<u>BEST VALUE:</u> Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

\*This quote does not include City, County, State or Federal taxes.

<sup>\*\*</sup> Denotes FET fees were paid when unit was new. Global is not FET exempt.

# Award #4 Supporting Documents 04/24/25



Quote Number: Opportunity Number: Sourcewell Contract #

1748250 25138577 110421-ALT 4/4/2025

Quoted for: JEA

Customer Contact: Matt Lynn

Phone: / Email: (904)945-0688 / lynnmc@jea.com

Quoted by: Shannon Carlson Phone: / Email: 336-488-2698 Altec Account Manager: Paul Hinson

Quantity: 12

Sourcewell Price

REFERENCE ALTEC MODEL		Sourcewell Price
AT37G	Articulating Telescopic Aerial Device (Insulated)	\$161,317

#### (A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT37G-ISO	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	\$5,746
2	AT37G-US40	40' Boom Height (AT40-G) MUST quote ISO option	\$3,264
3	3 AT37G-AWD All Wheel Drive		\$6,739
4			

#### (A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	LTC	LOWER TOOL CIRCUIT	\$561
2	FE	FE POWER EQUIPMENT (Power Locks and Power Windows)	
3	SL	COMPARTMENT LIGHTS in Body Compartments - Strip LED (Per Compartment) x6	\$1,332
4	ISG	Inverter Storage Inside of Body Compartment with Guard	\$866
5	PSWI1	Inverter with minimum 2000W 120V @ 16A pure sine wave output, hardwired to outlets and 12VDC input	\$2,972
6	VRI	VRI 120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure x2	
7	GATOR	Heavy Duty Cargo Coating, Gator Hyde	\$2,938
8	VRC	12 Volt Receptacle (Cigarette Lighter Style), Weatherproof	\$419
9	BK	WATER CASK (Includes Bracket)	\$428
10	SPOT4	SIX (6) POINT STROBE SYSTEM (LED)	\$1,220
11	SKF	Spare Key Fob x3	\$1,041
		SOURCEWELL OPTIONS TOTAL:	\$189,913

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT  ALTEC Model AT40-G telescopic articulating Aerial device with ISO-Boom, lanyard attachment painted blue, additional liner and cover		\$1,329
2	UNIT & HYDRAULIC ACC		\$0
3	BODY	Altec Steel Body 108" estimated body length	\$14,291
4	BODY & CHASSIS ACC   Cone holder, installation of fire extinguisher, first aid kit, and key safe, green lug nut		\$2,123
5	ELECTRICAL PDM 10, Blue sea fuse box and breaker, lighting package, second trailer receptacle		\$16,610
6	FINISHING	DOT certification, no Altec logos, engrave JEA keys, electronic copy of spec and operator manual	\$847
7	CHASSIS	2026 Ford F550	\$233
8	OTHER	-\$7,960	
		OPEN MARKET OPTIONS TOTAL:	\$27,473

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$217.386.00

Delivery to Customer: \$2.009.00

Sourcewell Contract Quantity Discount: -\$4,447,00 Yellow City License Plate \$300.00

\$2,660.00 **Extended Warranty:** 

TOTAL FOR UNIT/BODY/CHASSIS: \$217,908.00

(C.)	ADDITIONAL ITEMS (Items are not included in total above)							
1								
2								
3								
4								

\*\*Pricing valid for 45 days\*\*

#### **NOTES**

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

**DELIVERY:** TBD Based on availability, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order. TRADE-IN: Please ask your Altec Account Manager for more information



JEA

# Jacksonville Electric Authority Power Supply Upgrade

Reference Number: SEL-240830-1 Firm

# **Contact Information**

# Sales Contact

Thomas Cross Account Manager

Cell: (863) 325-6492

E-mail: thomas.cross@us.abb.com

# **Proposal Contact**

Sangeetha TB Proposal Engineer

E-mail: sangeetha.tb@in.abb.com

# **Revision History**

# Revision History Table

Revision Number	Issue Date	Comments
Revision 00	9/6/2024	Initial Release
Revision 01	9/24/2024	Updated by adding 48VDC Power Supply
Revision 02	10/17/2024	Updated for redundant 48V Power Supply
Revision 03	2/25/2025	Updated for Payment Terms



# Introduction

ABB is pleased to submit this Firm proposal for the JEA - Jacksonville Electric Authority Power Supply Upgrade. Our proposal covers the furnishing of the hardware, and services as described in the attached proposal, based on the request.

 Upgradation of existing Power Supply to MPS IV system with Field Service support.

# **Spares**

- Supply of Two (2) numbers of 24V DC Power Supply
- Supply of Two (2) numbers of 48V DC Power Supply
- Supply of Two (2) numbers of 5V DC Power Supply
- Supply of Two (2) numbers of 15V DC Power Supply

# MPS IV Upgrade

The Modular Power System IV provides 5 VDC, 15 VDC, -15 VDC, 24 VDC, and 48 VDC operating voltages to controller, I/O and communications modules as well as power to operate field devices. Enhanced reliability and availability is ensured with modern component design, 2N power redundancy, advanced redundant PFI monitoring and bump less switchover. It directly accepts 110/240 VAC or 110/220 VDC inputs power with no switches or jumpers to set.

The Modular Power System IV bases can be installed on drilled metal panel, or two horizontal DIN rails installed in cabinet. With its compact modular design and ability to be mounted on both front and back side of cabinet, the Modular Power System IV offering delivers a smaller footprint than previous rack power supply solutions.

- Free Combination: Enlarge the power capacity by adding more power modules and bases.
- Availability: Built-in power distribution schemes support dual (main and auxiliary, AC and DC) power feeds for 2N power configurations.
- Reliability: Automatic load sharing of dual supplies reduces the burden on an individual supply, increasing the overall reliability and high MTBF.
- Serviceability: Local status indicators, disconnects, and plug-inn cable assemblies facilitate online fault isolation and replacement.
- Monitoring: Provides system DC power outputs, field power outputs, fan status, and cabinet temperature monitoring.
- Industrial Quality: Designed for operating temperatures as high as 70 degree C (inside cabinet) as well as IEC standards for vibration, EMI, and RFI, surge immunity, and electrical fast transient immunity.
- Performance: Power factor correction and electronic output protection are inherent features.



• Upward Compatibility: Compact design allows for use in the new standard ABB cabinets and as replacement for older power systems supplied with Symphony™ and INFI 90® OPEN systems.

# Scope of Supply

# Hardware

The following is a detailed description of the hardware that will make up the proposed system.

Hardware Provided - Base Scope

Part Number	Qty.	Description
2VAA008282R101	10	BP01-L, LEFT BASE
2VAA008282R201	10	BP01-M, MIDDLE BASE
2VAA008282R301	10	BP01-R, RIGHT BASE
2VAA008283R101	10	BP03 BASE
PHARPSFAN03000	10	FAN, SYSTEM MONITORING AND COOLING
2VAA008284R101	10	BP-K01-AA, BASE-PLATE KIT FOR SPS, AC
2VAA008278R001	40	SPS01 POWER SUPPLY, 24V, 10A
2VAA008279R001	20	SPS02 POWER SUPPLY, 48V, 5A
2VAA008280R001	20	SPS03-5V POWER SUPPLY, 5V, 60A
2VAA008281R001	20	SPS03-15V POWER SUPPLY, +15V@3A, - 15V@3A

# • Hardware Provided – Spare 1

Qty.	Part Number	Description
2	2VAA008278R001	SPS01 POWER SUPPLY, 24V, 10A

# • Hardware Provided – Spare 2

Qty.	Part Number	Description
2	2VAA008279R001	SPS02 POWER SUPPLY, 48V, 5A

# • Hardware Provided – Spare 3

Qty.	Part Number	Description
2	2VAA008280R001	SPS03-5V POWER SUPPLY, 5V, 60A

# • Hardware Provided - Spare 4

Qty.	Part Number	Description
2	2VAA008281R001	SPS03-15V POWER SUPPLY, +15V@3A, -15V@3A



#### **Base Services**

Project Coordinator – A Project Coordinator will be assigned to this project to perform the duties and tasks that are associated with delivery of the proposed scope on time, on spec, and to the satisfaction of our customer.

 A Kick-off meeting will be conducted by conference call with the project coordinator

# ABB will perform the below.

- Procure hardware
- Remove the existing power system
- Install new MPS IV equipment and check for functionality including power and ground check

# Proposal Assumptions, Clarifications, and Standards

- Any clarifications or standards required
- Any order for this proposal will be based only on the hardware, and services as described above.
- Updating existing cabinet arrangements or power distribution drawings is not included. Upon request, ABB can provide pricing to update these drawings.
- Disposition of replaced parts will be the responsibility of the customer.
- Equipment/Services not identified in this proposal will not be provided.

# Onsite Service

A detailed Summary of the service support hours can be found below.

# Onsite Service Proposal Summary

ABB Personnel	Trips	Duration	ABB Personnel Shifts
	1	One (1) Travel Day	8 hr Days (Sunday)
Field Service Engineer		Ten (10) Working Days	8 hr Days (Monday - Friday)
		One (1) Travel Day	8 hr Days (Saturday)

#### Notes:

- 1. Onsite Service is offered as an allotment of working days as described above. ABB has also included travel time to and from the site.
- 2. Any adjustment of hours (increase or decrease) will result in a responding change order. Please note, a per diem rate for Onsite Service is provided in the Commercial Section of this proposal for your information.
- 3. The Field Service Engineer shall be granted unencumbered access to the equipment upon which work is to be conducted. Standby time, resulting from any issue, will be charged against the stipulated hours.
- 4. FSE hours are the best estimate and subject to a change order, should more time be required at site.
- 5. Travel & Living expenses have been included.



# System Pricing

The System as Described in this Proposal:\$361,230.00
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# Snares

Spares	
Two (2) numbers of 24V DC Power Supply:	\$2,500.00
Two (2) numbers of 48V DC Power Supply:	\$2,650.00
Two (2) numbers of 5V DC Power Supply:	\$10,210.00
Two (2) numbers of 15V DC Power Supply:	\$2,490.00
Notes:	

- 1. The pricing does not include any taxes, duties or tariffs that may be charged by any governmental authority. ABB Inc. shall be reimbursed for any such taxes, duties, etc. that it may pay on the work or equipment covered by any order resulting from this proposal.
- 2. The prices for Spare Power supplies quoted above are applicable only if bought with the main base scope otherwise required additional Project Management Prices will be applicable.

# Onsite Service Pricing

If additional onsite service time, beyond the time included in the proposal is required, the onsite service will be invoiced per JEA - Jacksonville Electric Authority active and valid ABB Care Agreement. If no active and valid ABB Care Agreement is in place, onsite service will be invoiced at List Price in accordance with ABB Field Service Rate Sheet at the time services are rendered.

# Purchase Order Instructions

If this proposal meets your approval, please send your purchase order referencing the Proposal Number, SEL-240830-1, Proposal Revision, and Date information to servicecontracts@us.abb.com with attention of Courtney Whitten. If signatures are required, please send a signed version of the purchase order.

Please also include a statement in the purchase order referencing the agreed upon Terms & Conditions to be used.

# Commercial

#### Terms and Conditions of Sale

This proposal is submitted under the agreed Maintenance Agreement between JEA and ABB Inc. as defined in Contract #123557 signed on October 2012. The terms in Contract #123557 shall supercede any conflicting terms in this proposal

Other than the additional terms set forth below which are required by the specific services to be included, no other terms and conditions shall apply.



# Market Volatility Clause

The Parties are aware of the challenges related to outbreaks, epidemics, war (declared or undeclared), government regulations and acts of governmental authorities (including sanctions), civil unrest, and general shortages of electronic components and elements, market volatility, availability and cost of raw materials, commodities, as well as the shortage and market fluctuation of logistic/transportation availability, costs and capacities that may impact the normal business activity and cost of performance, the delivery [schedule(s)/dates] and/or the execution of the scope or performance of the Services, the impacts of which are currently unknown. Notwithstanding anything in this agreement to the contrary, if as a result of any of the above aforementioned events, the costs of Seller's performance increase or Seller's performance obligations are materially adversely affected or delayed, the Parties in the spirit of cooperation, will work together in good faith and within a reasonable time after the invocation of this Clause, to negotiate alternative contractual terms in terms of equitable adjustments to delivery [schedules/dates], pricing and/or possible reductions of the contractually owed quantity of the Equipment and / or Services to be delivered to Purchaser. The aforementioned shall be performed with a view to employing reasonable efforts to ensure that this agreement can be at least fulfilled in part.

Each Party waives any claim against the other Party either for direct damages and/or loss of profits and/or indirect and/or intermediate and/or consequential and/or punitive damages, penalties and/or liquidated damages arising from or anyhow connected with any of the challenges listed above. If any dispute or difference arises between the Parties, the Parties hereto shall endeavor to settle such dispute amicably.

Any contract, order acceptance or order confirmation by Seller is entered into and made subject and conditioned to the above terms, which the Parties recognize as fundamental conditions of any such agreement within the Parties.

#### Disclaimer

To comply with ABB policy and U.S. Government Federal Acquisition Regulations, including Export Control Regulations, and U.S. state and municipal laws and regulations for government sales (collectively "U.S. Government"), any inquiry, request for quote, or order ultimately intended for U.S. Government purchase or export must be properly disclosed, all requirements submitted, and documents identified as "for export" must include the ultimate destination country, the ultimate end user, and end use. These orders must be identified to ABB who will coordinate within ABB for a compliance check. To be clear, for all U.S. Government sales Purchaser has a duty to disclose the ultimate end-user and destination of all orders, and provide all relevant documents, including reporting to ABB those that are to be exported from the US. Purchaser shall indemnify, defend, and hold harmless ABB from and against any and all damages that may arise from Purchaser's breach of this provision.

# **Integrity Provisions**

# Applicable Integrity Laws means:

(i) Anti-bribery and anti-corruption laws: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles



- of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anticorruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively "Anti-Bribery & Corruption Laws"); and
- (ii) Sanctions and trade control laws and regulations: any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, "Trade Control Laws"); and
- (iii) Human rights and anti-modern slavery laws: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations (collectively, "Human Rights Laws").

Sanctions Agency means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

Restricted Person means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

- 1. Both Parties will comply with all Applicable Integrity Laws in connection with this Agreement. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Agreement shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Clause in connection with this Agreement. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with this Agreement.
- Each Party represents and warrants that, to the best of its knowledge, at the date of this Agreement neither it, nor any of their respective directors or officers are a Restricted Party. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Party.
- 3. If, as a result of Trade Control Laws issued or amended after the date of this Agreement, (i) the Company becomes a Restricted Party, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or by any affiliates or third parties engaged in any manner in relation to the Agreement becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to the Company of its inability to perform or fulfil such



obligations. Once such notice has been received by the Company, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the Agreement until such time as ABB may lawfully discharge such obligation or unilaterally terminate the Agreement in whole or in part from the date specified in the said written notice or from any subsequent date thereafter. ABB will not be liable to the Company for any costs, expenses or damages associated with such suspension or termination of the Agreement.

- 4. In the event of suspension or termination as set out in Clause [3] above, ABB shall be entitled to payment as set out in [Clause[●]] of this Agreement and any reasonable associated costs necessarily incurred by ABB in regard to such suspension or termination including, but not limited to, all reasonable costs associated with suspending or terminating any subcontract placed or committed for goods or services in connection with this Agreement.
- 5. ABB goods, services, and/or technology may be subject to foreign trade restrictions, including dual-use trade controls. The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export of ABB Products and/or Services. Products, services, and/or technology that originate in the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities.
- 6. The Company represents that it is the ultimate end recipient of any items provided under this Agreement, that the items are for civil use only. The Company further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). The Company further represents and warrants that the [Products and/or Services] provided under this Agreement shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.
- 7. For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.
- 8. Company shall immediately notify ABB in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the ABB Code of Conduct, or this Integrity Appendix by either the Company, its affiliated parties or any third parties engaged by Company in relation to the Agreement. In the event of such notification or if ABB otherwise has reason to believe that a potential or actual breach has



occurred, Company agrees to cooperate in good faith with any audit, inquiries, or investigation which ABB deems necessary. During such audit, inquiries or investigation, ABB may suspend performance of its obligations until such time as ABB has received confirmation to its satisfaction that no breach has occurred or will occur. ABB shall not be liable to Company for any claim, losses or damages whatsoever related to its decision to suspend or terminate performance of its obligations under this provision.

9. Notwithstanding the foregoing or any other provision in the Agreement, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the ABB Code of Conduct or this Integrity Appendix, ABB shall, subject to mandatory provisions of Applicable Law, have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Company for any claim, losses or damages whatsoever related to its decision to terminate performance of its obligations under this provision. Further, Company shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by Applicable Integrity Laws.

#### Delays Caused by Customer

- a) If the performance of any work hereunder is delayed due to the actions of Purchaser, Purchaser will be responsible for all costs which ABB incurs as result of the delay, including, without limitation, overhead and a reasonable profit on all such costs; and any delivery date will be extended to reflect the delay. In addition, Purchaser shall make any such payments at such times that they would have become due had it not caused the delay in performance.
- b) If delivery is delayed due to any act or omission of Purchaser, or if having been notified that the Equipment is ready for shipment, Purchaser fails to take delivery or provide adequate shipping instructions, ABB shall be entitled to place the Equipment in suitable storage at Purchaser's expense. Upon placement of the Equipment in storage, the Equipment shall be deemed delivered and all risk of loss and damage shall pass to the Buyer. Purchaser shall be responsible for all costs associated with such storage. Any amounts otherwise payable to ABB upon delivery shall be payable upon presentation of ABB's invoices.

#### Tariffs Disclaimer

The parties agree that in the event of any change in laws, regulations or increases in tariffs or duty rates assessed on the Equipment enacted after execution of this Agreement/Order/Contract, Seller shall be entitled to an increase in the contract price reflecting the increase in tariffs or duty rates or other costs and any necessary adjustment to the time of performance of the Agreement/Order/Contract related to said tariffs or duty rates.

#### Validity

This proposal is subject to acceptance within One hundred eighty (180) days. All prices, schedules, and technical descriptions are valid throughout this period.



#### Payment Terms

Terms are Net 30.

#### Payment Milestones

- 60% Upon Receipt of Order
- 20% upon delivery of equipment
- 20% upon Installation and Commissioning

#### Delivery

This proposal is based on delivery FCA Factory (Cleveland, OH) per Incoterms 2020.

#### Schedule

Shipment can be made approximately ten (10) to twelve (12) weeks after receipt of customer design data. This schedule is approximate and may be improved pending further commercial discussions.

#### Confidentiality

This proposal contains information that is proprietary to ABB Inc.

### **Attachments**

1. Field Service Rate Sheet



# **Attachment 1**

Field Service Rate Sheet

#### ABB US PAEN Service Standard Rate Sheet – 2025

#### **Primary Work Hours**

The following labor rates are applicable during Primary Working Hours (PWH) defined as an 8-hour period beginning between 7:00 A.M. and 10: 00 A.M. Monday through Friday, excluding national and ABB recognized holidays. The primary work hours include a one half-hour non-paid lunch period and two 15-minute breaks during the day.

#### **Base Service Labor Rates**

Technology	Service Type	Hourly Rate
Control systems	Control systems Field Services	
(OCS/DCS)	Process Application Engineering Services	\$450
Power Generation	Turbine Control Systems Services	\$441
Specialist	Flame Scanner Services	\$441
	Power Plant Tuning	\$441
All	Process Control Tuning Services	\$441
	Regional Technical Advisor, Network &	\$450
	Security Services	
	Process Optimization Services	\$469

#### **Overtime Hours**

For billing purposes ABB Inc. defines overtime as those hours worked outside the Primary Working Hours or in excess of eight (8) hours in one day. The standard charges for overtime are defined as follows:

- All work performed <u>outside the PWH or over 8 hours</u> in one day is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on <u>Saturday</u> is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on <u>Sunday</u> is charged at two times the labor rate (Base Service Labor Rate X 2).
- All work performed on national or an ABB holiday is charged at three times the labor rate (Base Service Labor Rate X 3).

#### Field Engineer Stand-By

- Engineer Stand-By support occurs when a customer requests an engineer to perform "stand-by" duty where that engineer is specifically reserved for that Customer and cannot be dispatched to another Customer job site. The customer reserving the engineer in stand-by readiness mode shall be charged for Stand-By service.
- Field Engineer Stand-By Service is charged at 4 PWH per day. If the "reserved" Field Engineer is called to this site, then 2 PWH will be credited to the customer. Overtime hours, travel expenses, travel time and other conditions of service per this rate sheet shall apply.

#### Telephone Support \$469.00 per hour

- A minimum of one (1) hour is charged per request.
- Additional charges are in one-hour increments beyond the first one (1) hour period.

#### **Travel Costs**

- Travel expenses are charged at 67 cents / mile or actual public transportation costs plus 10%.
- Living expenses are charged at actual costs incurred plus 10%.
- Completed Travel Time, to and from the Customer Site, will be charged at rates listed under this rate sheet.

#### **Conditions of Service**

- Scheduled Field Service visits may be cancelled subject to the following limitations:
  - Scheduled work of 0 to 7-day duration may be cancelled with no cancellation fee up to 48 hours prior to scheduled field engineer arrival.
  - Scheduled work of greater than 7-day duration may be cancelled with no cancellation fee up to 2 weeks prior to scheduled field engineer arrival
  - Scheduled work canceled outside these limitations will be subject to a cancellation fee equal to actual expenses incurred including but not limited to travel, travel time, and material shipment plus usage of prepaid field hours equivalent to 50% of the scheduled work duration.
- Service provided per this rate sheet is approved by the customer in the form of a purchase order or written authorization for additional hours prior to dispatching field personal to site.
- Other chargeable time will be invoiced which may include additional PWH and/or overtime spent at the customer's facility, round trip travel to and from site, time spent preparing written service reports, and time for other customer requested activities.
- A minimum of four (4) hours is charged for any service call to a client's facility.
- All information contained herein is proprietary data of ABB Inc. and that no disclosure, reproduction or use by third parties may be made without written permission of ABB.

#### 2025 Holiday Schedule (Tentative and subject to change)

Wednesday, Jan. 1 – New Year's Day	Monday, Sept. 1 – Labor Day
Monday, Jan. 20 – Martin Luther King Jr. Day	Tuesday, Nov. 11 – Veteran's Day
Friday, April 18 – Good Friday	Thursday, Nov. 27 – Thanksgiving Day
Monday, May 26 – Memorial Day	Friday, Nov. 28 – Thanksgiving Day (Day After)
Friday, July 4 – Independence Day	Wednesday, Dec. 24 – Christmas Eve
	Thursday, Dec. 25 – Christmas Day

## Certification of Single Source or Emergency Procurement

Please use this form to certify a Single Source or Emergency Procurement complies with the requirements of the JEA Procurement Code. The JEA Procurement Code defines a Single Source and Emergency Procurement as follows:

#### 3-112 Single Source

A Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that:

- (a) there is only one justifiable source for the required Supplies or Services. Examples include: highly specialized equipment, exclusive intellectual property, membership to an organization.
- (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors. Examples include: OEM, JEA Standard.
- (c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;
- (d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

#### **3-113 Emergency Procurements**

In the event of an Emergency, the Chief Procurement Officer may make or authorize an Emergency Procurement, provided that Emergency Procurements shall be made with as much competition as practicable under the circumstances. A written Determination of the basis for the Emergency and for the selection of the particular Vendor shall be included in the Procurement file.

For purposes of this Section 3-113, an "Emergency" means any one of the following:

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain, to avoid delays to any Governmental Entity or avoid significant financial loss through immediate or timely action; or (f) a valid public emergency certified by the Chief Executive Officer.

significant financial loss through miniediate of timery action, of (1) a valid public emergency certified by the
Executive Officer.
Please provide the following information:
Vendor Name:
ABB
7,000
Description of Services or Supplies provided by Vendor:
ABB to supply MPS IV power modules
ABB field service to remove MPS III power modules and install MPS IV power modules with JEA I&C support

# **Certification:**

	nt to the best of my knowledge, e Emergency Procurement, and	no JEA employee has, either directly or indirectly, a financial
I the undersigned certify that	at this procurement meets the re	quirements of a (choose one of the following):
Procurement: 3-112(b		bsection of Section 3-112 above applies to this Single Source  If yes, explain
OR		
Emergency Procure	ment - Please state which subse	ection of Section 3-113 above applies to this Emergency
Is this Emergency also a Ra	tification? Yes No If	yes, explain
Ricky Erixton	Digitally signed by Ricky Erixton Date: 2025.04.02 14:26:39 -0400'	4/2/2025

Signature of JEA Business Unit Chief (or designee)
Ricky Erixton

Name of JEA Business Unit Chief (or designee)

This certification shall be attached to the Purchase Order when it is routed for approval. A Single Source or Emergency Procurement shall be reported to the JEA Board in accordance with Section 1-110 of the JEA Procurement Code.

#### TECHNICAL MEMORANDUM

# Electric Production: Sole Source Justification for NGS N02 MPS Power Supply Upgrade

PREPARED FOR: JEA Procurement

PREPARED BY: Randy Hughes

DATE: 3/26/2025

#### 1.0 Background

The Process Control Units (PCUs) currently in service on the Unit 2 and Common Digital Control Systems (DCSs) are powered by ABB MPS III power supply modules. These power modules have ceased production, and ABB no longer support their maintenance or provide replacement parts. This creates a challenge in maintaining the reliability and functionality of the Unit 2 and Common DCSs. Given the critical role that the DCS plays in unit operation, it is imperative to address these power supply modules to maintain operational continuity and safety.

#### 2.0 Justification

Northside Generating Station has standardized on the ABB DCS platform for steam generation units. Switching to a different DCS platform (GE Mark VIe or Emerson Ovation) would require a substantial capital investment, additional software licenses, extensive employee training, and additional spare parts.

#### 3.0 Recommendations

ABB will supply ten replacement MPS IV power supplies to replace ten of the MPS III power supplies on the most critical PCUs. The MPS III power supplies removed will be properly stored in the Black Box Room to serve as spares for MPS III power supplies not upgraded. This will be a turn key install by ABB with JEA providing one technician to assist with installation.

The vendor will:

- 1. Provide MPS IV power supply modules
- 2. Remove the existing MPS III power supply modules, and properly store them in the Black Box Room with JEA I&C support
- 3. Install the MPS IV power supply modules with JEA I&C support





JEA Northside Generating Station NonSeg Inspection and Maintenance Jacksonville, FL

April 10, 2025

Quotation #: 12501613, Rev. 2

# Prepared for: Blake Bobitt

bobibd@jea.com 904-502-1148

#### **Sales Contact:**

Brian Spence Sales Engineer - Bus Services 813-404-4567

brian.spence@rmsenergy.com



#### **Project Scope Summary**

RMS Energy Co, LLC appreciates the opportunity to provide a proposal for the qualified labor to inspect, clean and perform maintenance recommendations for the CT6 unit at Northside Generating Station in Jacksonville, FL.

#### **Item 1: Mobilization Demobilization**

• Crew, Mobilization and Demobilization.

#### Item 2: Material (tape, mesh, and hardware)

• Hardware and standard materials to bolt, torque, and tape the joints during the inspection.

#### **Item 3: Bus Service Labor**

- Labor to perform the inspection as requested
- Includes a formal report of the findings and recommendations

#### Item 4: Labor to remove, inspect, and install bar

- Material and labor are 50/50 split
- Materials included are mesh, shrink, and tape. If the bar cannot be refurbished, bar material
  may need to be added. Close inspection of the bar will tell us what measures to take which will
  be discussed in depth with JEA management.

Crew size will be (1) Lead and (2) Technicians working (5) 10-hour days. Space is tight in this area, any more folks would crowd the work zone.



#### **Change Order Request and options**

- 1. Replace (8) bars above the breaker (1/2"x4" aluminum bars) going through the CT's.
- 2. Silver plate termination points at the exciter cabinet
- 3. Non-seg bus (craned off portion) refurbishment (High, Mid, Low, level options)
- 4. Shrink and silver plate bolted connection areas (6"x3") from connections to bottles above main breaker, to the bushings in overhead two cabinets south, and down to transformer cable terminations. Siver areas in middle cabinet where PT's are terminated to bars as well.

#### High level Leadtime Installed complete noon 4/26/25

- Ship non-seg back to MS shop to refurbish
- Remove covers and unload the conductor from the non-seg enclosure
- Remove the tape and insulation sleeve from all conductors
- Clean and silver plate the conductor ends
- Insulate the conductor with heat shrink
- Remove the fiberglass support blocks
- Build new fiberglass support blocks, seal and install
- Build new top covers to minimize water intrusion including new cover joiner channels
- Test all the insulators in the bus
- Replace all hardware
- Clean the enclosure
- Strip and repaint bus completely inside and outside
- Re-assemble the conductor in the enclosure
- Bench test all support insulators
- Ship back to site
- Install bus and tie into the generator, breaker, and exciter

#### Mid level - Refurbish - Installed complete noon 4/26/25

- Ship non-seg back to MS shop to refurbish
- Remove covers and unload the conductor from the non-seg enclosure
- Remove the tape and insulation sleeve from all conductors
- Clean and silver plate the conductor ends
- Insulate the conductor with heat shrink
- Remove the fiberglass support blocks inspect and reseal
- Bench test all support insulators
- Replace critical hardware
- Clean the enclosure
- Re-assemble the conductor in the enclosure
- Hi-pot test the bus
- Ship back to site
- Install bus and tie it into the generator, breaker, and exciter



# <u>Low level - Refurbish – (does not include silver plating the ends but has the fastest lead time</u> 1.5 weeks.

- Ship non-seg back to MS shop to refurbish
- Remove covers and unload the conductor from the non-seg enclosure
- Remove the tape and insulation sleeve from all conductors
- Insulate the conductor with heat shrink
- Replace critical hardware
- Re-assemble the conductor in the enclosure
- Hi-pot test the bus
- Ship back to site

#### **Exceptions/Clarifications:**

- RMS assumes full LOTO in place upon arrival.
- Up to (1) hour of site-specific training per crew member is included in this proposal.
- This proposal is based on labor/staff from the RMS Bus services group.

#### **Equipment:**

RMS Energy will provide the following equipment required for the execution of the quoted project scope:

- **Truck** RMS Energy truck will be provided for transportation to site.
- Safety Required PPE and other safety related equipment will be provided for all quoted personnel.
- Tools All tools required to install the bellows.

High Level Version of the Non-Seg Refurbishment





#### **PROPOSAL PRICING**

Item	Description		Price
1	1 Mobilize/Demobilize		9,117
2	Material (Tape, mesh, and silver plating materials)	\$	17,392
3	Labor to inspect bars and refurbish as needed.	\$	24,163
	Total Lump Sum Price	\$	50,672
1	Replace (8) bus bars above the breaker	\$	27,732
2	2 Silver plate termination points at exciter cabinet		9,746
3	3 Nonseg bus refurbishment (High, Mid, Low level options)		
	High Level	\$	272,582
	Mid Level	\$	225,818
	Low Level	\$	208,587
4	4 Shrink and silver plate all bus bars from load side of breaker to PTXfmr		41,515

#### **Hourly Rates:**

CLASSIFICATION	ST	ОТ	DT
Senior Engineer	\$ 205	\$ 287	\$ 390
Design Engineer	\$ 179	\$ 233	\$ 304
Bus Technician I	\$ 95	\$ 124	\$ 162
Bus Technician II/Welder	\$ 115	\$ 144	\$ 184
Bus Technician/Welder Lead	\$ 136	\$ 184	\$ 231

#### **General Comments/Clarifications:**

- This quotation is based on working 10-hour days during normal business hours, Monday through Saturday.
- Pricing reflects cost of one (1) site mobilization for equipment and personnel, if additional mobilizations are required, additional charges will apply.
- Travel, accommodations, and living expenses for quoted personnel are included in pricing provided.
- Site contact to be provided for the coordination of the project scope.
- All switching, LOTO, and isolation to be performed by others and before RMS Energy arrives at site.
- Any delays beyond RMS Energy's control will be considered a change order and billed on a T&M basis per the current RMS Energy standard rate sheet.
- RMS assumes that the equipment is functioning as intended with no major issues. If additional
  repairs are required to ensure system functions as originally intended, additional charges may apply.



- RMS assumes that any deviation from the referenced scope of work will be billed on a T&M basis per the current RMS Energy standard rate sheet.
- RMS Energy reserves the right to reject any portion of the work if, upon inspection, the safety or operational procedures of the job violate standard company practice.
- Services to be performed pursuant to terms and conditions agreed upon by both parties or https://www.rmsenergy.com/termsconditions
- RMS requires an executed purchase order or written notice to proceed prior to commencement of work.
- If within (24) hours of scheduled work, the project is cancelled, RMS will bill for travel, per diems, and any purchased material.
- Materials purchased by RMS Energy on a T&M basis will be invoiced at a 20% markup.
- All testing and work performed by RMS Energy will be per applicable standards, requirements, or recommendations of:
  - a. ANSI/NETA ATS-2021 Standard for Standards for Acceptance Testing Specifications
  - b. ANSI/NETA MTS-2023 Standard for Standards for Acceptance Testing Specifications
  - c. National Electrical Code (NEC)
  - d. Institute of Electrical and Electronic Engineers (IEEE)
  - e. National Fire Protection Association (NFPA) Article 70
  - f. Customer Specific Test Specifications

#### **TERMS**

**VALIDITY:** Pricing provided is firm for quoted scope. Pricing is valid for ninety (30) days from date of proposal.

<u>SCHEDULE:</u> To be coordinated with Owner. Typically, RMS Energy requires a minimum four-week advance notice of the start of services for the purpose of resource scheduling. Client specific outage dates, schedule, and return to service requirements may change the manpower and resource loading required to complete the project.

**PRICES:** Prices shown are in United States Dollars (USD).

**TAXES & DUTIES:** Not Included and will be added to the invoice if applicable.

TERMS OF PAYMENT: Net 30 days from the date of invoice

The following payment milestones are offered for this proposal:

<u>Milestone</u>	Payment Due
Order Entry	0%
Site Mobilization	50%
Project Completion	50%

**CANCELLATION:** The following cancellation percentages will be applicable:

**Materials:** 

Milestone Cancellation Charge

Order Entry 10%



Materials Release for Purchasing 90%

Labor:

<u>Milestone</u> <u>Cancellation Charge</u>

15-30 Days from Scheduled Start None

3-15 Days from Scheduled Start Actuals +20% < 72 Hours from Scheduled Start Actuals +50%

<u>WARRANTY:</u> Unless otherwise stated, the RMS Energy standard warranty of twelve (12) months from the date of commercial use or eighteen (18) months from the date of shipment (whichever occurs first) will apply but under no circumstance will the warranty period for labor and workmanship exceed twelve (12) months from the date of project completion.

RMS Energy is committed to providing the highest level of service in the industry. We thank you for the opportunity to work with your company. Please contact me directly if you have any questions or concerns. We look forward to working with you on a successful project.

Sincerely,

**Derrick Henderson**Operations Manager

Email: derrick.henderson@rmsenergy.com

Cell: (601) 967-6154



#### **RMS Energy Work Experience:**

	Company	Project	<u> Value</u>
•	JEA	CT3 Refurbishment	\$623,932
•	JEA	NO3 IPB Inspection	\$21,635
•	JEA	CT Air-to-Air bushing install	\$104,068

#### Other Customer Project Lists include:

	J	
•	FPL	IPB Welding
•	Duke Energy	IPB Metal Bellows installation
•	Entergy	Hitachi Breaker Installation
•	Entergy	IPB Unit 1 refurbishment
•	NRG	IPB rubber bellows installation
•	TVA Browns Ferry Nuclear	IBP Refurbishment
•	Southern Company Plant Bowen	IPB Isolation upgrade (Overheating)
•	Oglethorpe Power Walton	IPB Installation Unit 13

## Certification of Single Source or Emergency Procurement

Please use this form to certify a Single Source or Emergency Procurement complies with the requirements of the JEA Procurement Code. The JEA Procurement Code defines a Single Source and Emergency Procurement as follows:

#### 3-112 Single Source

A Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that:

- (a) there is only one justifiable source for the required Supplies or Services. Examples include: highly specialized equipment, exclusive intellectual property, membership to an organization.
- (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors. Examples include: OEM, JEA Standard.
- (c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;
- (d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

#### 3-113 Emergency Procurements

In the event of an Emergency, the Chief Procurement Officer may make or authorize an Emergency Procurement, provided that Emergency Procurements shall be made with as much competition as practicable under the circumstances. A written Determination of the basis for the Emergency and for the selection of the particular Vendor shall be included in the Procurement file.

For purposes of this Section 3-113, an "Emergency" means any one of the following:

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain, to avoid delays to any Governmental Entity or avoid significant financial loss through immediate or timely action; or (f) a valid public emergency certified by the Chief Executive Officer.

#### Please provide the following information:

vendor Name:			
RMS Energy			

#### Description of Services or Supplies provided by Vendor:

RMS should be sole sourced to refurbish the NCT6 non-segregated phase bus by silver plating aluminum bolted connection areas, re-insulating the bus bars with a 3M insulation designed for 15kV and at least 130C, cleaning the enclosure by sand blasting aluminum and painting with a two part epoxy paint that will properly adhere to aluminum. After refurbishment, the system is to be torqued and electrically tested to guarantee electrical reliability.

#### **Certification:**

I the undersigned certify that to the best of my knowledge, no JEA employee has, either directly or indirectly, a financial interest in this Single Source Emergency Procurement, and
I the undersigned certify that this procurement meets the requirements of a (choose one of the following):
Single Source Procurement. Please state which subsection of Section 3-112 above applies to this Single Source Procurement:  Is this Single Source also a Ratification? Yes No If yes, explain
OR  Emergency Procurement - Please state which subsection of Section 3-113 above applies to this Emergency  Is this Emergency also a Ratification?    Yes    No If yes, explain
Ricky Erixton  Digitally signed by Ricky Erixton Date: 2025.04.14 10.42.25 04000  4/14/2025  Signature of JEA Business Unit Chief (or designee)  Ricky Erixton Name of JEA Business Unit Chief (or designee)

This certification shall be attached to the Purchase Order when it is routed for approval. A Single Source or Emergency Procurement shall be reported to the JEA Board in accordance with Section 1-110 of the JEA Procurement Code.

# Electric Production: Sole Source Justification for NCT6 Non-Segregated Phase Bus Refurbishment.

PREPARED FOR: JEA Procurement

PREPARED BY: Blake Bobitt

DATE: April.11.2025

#### 1.0 Background

The NCT6 unit utilizes a **non-segregated phase bus** system identical to those installed in NCT3, NCT4, and NCT5, originally manufactured in 1974. During a recent inspection, an electrician identified **significant electrical pitting and corrosion** at the bus connection above the main breaker. JEA requested quotes from four (4) vendors to replace the affected bus bar, thoroughly inspect all bolted connections, and conduct electrical testing on the entire bus assembly. RMS Energy was the lowest bid.

Further evaluation revealed extensive corrosion, worn silver plating, and insulation degradation across multiple sections. The awarded contractor completed a **comprehensive inspection** and confirmed that two additional phases above the generator main breaker exhibited **advanced corrosion** and required replacement. The contractor's findings aligned with the assessments of the plant electrical engineer and electrical foreman.

#### 2.0 Justification

The **non-segregated phase bus** conducts power from the generator to the step-up transformer and must maintain high electrical integrity. It is standard practice to ensure these systems remain clean, dry, and well-maintained. Testing and visual inspections are essential in preventing unexpected failures.

To restore the system's integrity, the following actions are required:

- Clean bus bar connections with denatured alcohol.
- Silver-plate the aluminum conductors using a certified electroplating vendor.
- Sandblast, paint, re-gasket, and reassemble the enclosure.
- Conduct thorough testing to ensure electrical reliability.

Visible pitting and nitric acid residue on the bus bars suggest partial discharge or arcing, which may have contributed to the **catastrophic failure** of NCT3 in October 2023, resulting in substantial financial loss.

**RMS** is uniquely positioned to complete the refurbishment due to the following:

- Experience with identical systems, including prior work on NCT3's bus.
- Proven technical capability and familiarity with similar refurbishment tasks.

- Access to hard to source replacement components.
- Ability to address **unforeseen issues** promptly and effectively.

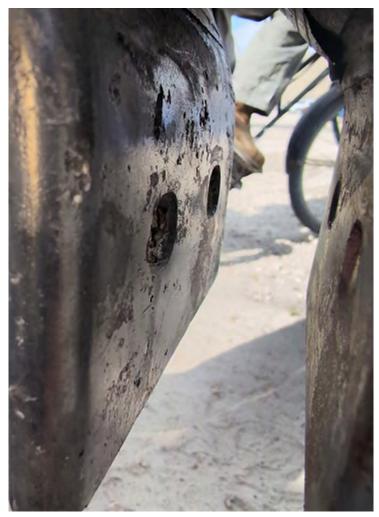
#### 3.0 Recommendation

Given the urgency, the specialized nature of the work, and the contractor's proven track record, it is recommended that RMS be retained on an **emergency basis** to complete the refurbishment within the current scheduled outage window.

Example photos of affected areas are shown below:



Portion of Nonseg that should be sent off site to refurbish.



 $\label{lem:contamination} \textbf{Breaker side of Nonseg bus showing pitting and contamination.}$ 



**Compromised Insulation.** 



Contaminated conductor surface with evidence of heating.



Initial discovery that prompted further inspections.



JEA 225 North Pearl Street Jacksonville, FL 32202-4513 United States

Туре	Standard Purchase Order
Purchase Order	228906
Revision	0
Order Created Date	11-APR-2025
Buyer	Holloway, Victoria
Telephone	
Email	hollvl@jea.com
Revision Date	

Company: RMS Energy Co, LLC 1900 E 66TH AVENUE DENVER, CO 80229 United States

Ship To	Bill To
JEA NORTHSIDE GENERATING STATION 4433 WILLIAM OSTNER ROAD Jacksonville, FL 32226 United States	acctpaycustsrv@jea.com

Customer Account No.	Company No.	Payment Terms	Freight	Terms	FOB	Transportation	Ship Via
	922431	NET 30	Paid		DESTINATIO		BEST
					N		WAY
Company Contact		Reques	ster				
				Youn	g, Joseph		
				younj	p@jea.com		

#### Notes to Company:

THIS PURCHASE ORDER IS YOUR NOTICE TO PROCEED.

INVOICES MUST BE SENT TO:

ACCTPAYCUSTSRV@JEA.COM

INVOICES SENT TO ANY OTHER E-MAIL ADDRESS WILL NOT BE PAID.

ALL INVOICES MUST REFERENCE THIS PURCHASE ORDER NUMBER.

TO ASSURE ACCURATE DELIVERY AND PAYMENT, ALL INVOICES AND PACKING SLIPS MUST CONTAIN THE PURCHASE ORDER NUMBER, RELEASE NUMBER (if applicable), LINE NUMBER, AND SHIPMENT LOCATION.

SHIPMENTS WITH INCOMPLETE PACKING SLIP MAY BE REJECTED AND RETURNED AT THE SUPPLIER'S EXPENSE.

INVOICE AND PAYMENT INQUIRIES SHOULD BE ADDRESSED TO:

ACCTPAYCUSTSRV@JEA.COM

SUPPLIERS CAN LOOK UP THE STATUS OF SUBMITTED INVOICES BY NAVIGATING TO

JEA.COM, ABOUT, PROCUREMENT, LOOK UP AND INVOICE.

OR

COPY AND PASTE THE TEXT LINK BELOW INTO THE ADDRESS BAR ON YOUR BROWSER:

https://www.jea.com/about/procurement/look\_up\_an\_invoice/

THIS PURCHASE ORDER IS ISSUED WITH JEA'S STANDARD PAYMENT TERMS:

30 DAYS, NET INVOICE RECEIPT BY JEA.

JEA WOULD LIKE TO OFFER ANY OR ALL OF THE FOLLOWING OPTIONAL PAYMENT TERMS, ONE OF WHICH MAY BE EXECUTED AT THE REQUEST OF THE SUPPLIER, BY CORRESPONDING (BY EMAIL) TO THE ISSUING BUYER:

1% 20, NET 30 2% 10, NET 30

SUPPLIER MAY REQUEST ALTERNATE PAYMENT TERMS FOR JEA'S CONSIDERATION, HOWEVER, ALTERNATE PAYMENT TERMS ARE NOT EFFECTIVE UNTIL ACCEPTANCE BY JEA. JEA MAY ELECT TO ACCEPT THE ALTERNATE OR OPTIONAL PAYMENT TERMS AND ISSUE A CHANGE ORDER, OR MAINTAIN THE JEA STANDARD PAYMENT TERMS.

\*\*\*\* PLEASE NOTE ALL PAYMENT DATES ARE CALCULATED FROM THE DATE OF THE INVOICE RECEIPT BY ACCOUNTS PAYABLE. \*\*\*\*\*\*
Please formally accept this order by 13-APR-2025

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price	Amount
1	NEW PO FOR PN 801019 ENERGY - CAPITAL - P	ROVIDE LABOR, E				
	BUSWORK PER QUOTE  CONTACT: BURSCM@JEA.COM CHARLES BURSICH 904 665 6321  1 Ship To: Use the ship-to address					
2	NEW PO FOR PN R12X3 ENERGY - O&M - PRO PER QUOTE 12501613 R	50300. PWO 3152962 VIDE LABOR, EQPT				
	CONTACT: BURSCM@JEA.COM CHARLES BURSICH 904 665 6321  1 Ship To: Use the ship-to address	at the top of page 1				

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price	Amo	unt
					То	tal: <b>50,672.00 (US</b>	( <b>D</b> )

Approving Authority

J. McCollum

Jenny G. McCollum, Chief Purchasing Officer

Submit the Response an el	ectronic pdf in accordance with the	procedures in the solic	itation
Company Name: Cemtek Environmental, Inc	e. DBA: Cemtek KVB-Enertec		
Company's Address:3041 S. Orange Avenue	e, Santa Ana, CA 92707		
License Number:			
Phone Number: <u>7141-437-7100</u> FAX No: <u>7</u>	14-437-7177 Email Address: sal	es@cemteks.com	
BID SECURITY REQUIREMENTS  None required Certified Check or Bond Five Percent (5%)	TERM OF CONTE One Time Purcha Term - N/A Other, Specify - 1	ase	
SAMPLE REQUIREMENTS	SECTION 255.05, FLORIDA S	STATUTES CONTRA	CT BOND
None required Samples required prior to Bid Opening Samples may be required subsequent to Bid Opening	None required Bond required 100% of Bid		<u> </u>
QUANTITIES		INSURANCE REQU	UIREMENTS
Quantities indicated are exacting Quantities indicated reflect the approximate of the Contract period and are subject to with actual requirements.  PAYMENT DISCOUNTS	quantities to be purchased to fluctuation in accordance	Insurance requir	
1% 20, net 30 2% 10, net 30 Other None Offered			
Item No. ENTER YOUR BID FOR THE FO	LLOWING DESCRIBED ARTICLE	CS OR SERVICES:	TOTAL BID PRICE
1	Total Bid Price		\$ <u>1,616,970</u>
$\overline{\mathbf{X}}$ I have read and understood the Sunsh	ine Law/Public Records clause	es contained within t	this solicitation. I
understand that in the absence of a redac	BIDDER CERTIFICATION	•	
By submitting this Bid, the Bidder certifies that person signing below is an authorized representathe State of Florida, and that the Company main. The Bidder also certifies that it complies with al Solicitation.  We have received addenda	ative of the Bidding Company, that tains in active status an appropriate	the Company is legally contractor's license for	authorized to do business in the work (if applicable).
	ndwritten Signature of Authorized (	Officer of Company or A	Agent Date
	Voith Crahha COO		
	Keith Crabbe COO		
Pr	inted Name and Title		

1411920646 (RFP) JEA NGS - N01/N02/N03 CEMS Upgrade - Appendix B - Bid Forms

#### **LIST OF SUBCONTRACTORS**

JEA Solicitation Number 1411920646 requires certain major Subcontractors be listed on this form, unless the work will be self-performed by the Company.

The undersigned understands that failure to submit the required Subcontractor information on this form will result in bid rejection, and the Company agrees to employ the Subcontractors specified below: (Use additional sheets as necessary) Note: This list of Subcontractors shall not be modified subsequent to bid opening, without a showing of good cause and the written consent of JEA.

Type of Work	Corporate Name	Subcontractor	Subcontractor's	Percentage of
	of Subcontractor	Primary Contact Person &	License Number	Work or Dollar
		Telephone Number	(if applicable)	Amount

#### **CEMTEK Systems, Inc.**

Field Services (Estimated, to be billed at actual Time & Materials per rate sheet)

- -Onsite Installation of CEMS
- -Start-up, Commissioning, and Training
- -Certification support, three (3) mobilizations

#### Air Hygiene

- RATA test protocol and RATA test report are supplied by a RATA subcontractor

Please refer to our quote for more information

Company: Cemtek Environmental, Inc. DBA: Cemtek KVB-Enertec

Address: 3401 S. Orange Ave., Santa Ana, CA 92707

Date: 03/03/2025

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#### LIST OF JSEB SUBCONTRACTORS

The following JSEB Subcontractors will be utilized in fulfilling the terms and conditions of a Project Authorization arising from	
award of JEA I (We) the undersigned understand that failure to submit said information will result in bid rejection. I (W	/e)
will employ the JSEB Subcontractors specified below: (Use additional sheets as necessary)	

Class of Work (Category)	Name of JSEB Contractor (Indicate below)	Percentage of Total Job or N/A
Dollar Amount	N/A	,,
N/A		

No JSEB subcontractors for this project

Signed:

Company: Cemtek Environmental, Inc. DBA: Cemtek KVB-Enertec

Address: 3041 S. Orange Ave., Santa Ana, CA 92708

Date: 03/03/2025

Note: This list shall not be modified subsequent to bid opening without a showing of good cause and the written consent of the JEA.

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THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

COMPANY NAME: Cemtek Environmental, Inc. DBA: Cemtek KVB-Enertec
BUSINESS ADDRESS: 3041 S. Orange Avenue
CITY, STATE, ZIP CODE: Santa Ana, CA 92707
TELEPHONE: 714-437-7100
FAX: 714-437-7177
E-MAIL: sales@cemteks.com
PRINT NAME OF AUTHORIZED REPRESENTATIVE: Keith Crabbe
SIGNATURE OF AUTHORIZED REPRESENTATIVE:

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Keith Crabbe COO

#### MINIMUM QUALIFICATIONS:

**BIDDER INFORMATION** 

Respondent must meet the following Minimum Qualifications to be considered eligible to have its Response evaluated by JEA. Respondent must complete and submit the Minimum Qualification Form provided in this Solicitation. Respondents that are working or have worked for JEA in the past 2 years involving similar work must submit JEA as a reference. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated above.

JEA may reject Responses from Respondents not meeting all of the following Minimum Qualifications:

- 1. Respondent must not be on the State of Florida Convicted Vendor List, State of Florida's Suspended Vendor List, the City of Jacksonville's Disqualified Vendor List, have their bidding privileges actively suspended by JEA, been debarred by JEA, or have had a contract with JEA was terminated for default within the last two (2) years.
- 2. The Company shall have successfully completed or be in the performance of completing three (3) similar projects in the past five (5) years. A similar project is definded as installing at least 50 extractive laser analyzer CEMS systems with start up and at least 10 umbilical installs.

PROJECT 1
Project TitleJEA-Northside CN50677, CN50732, & CN50878
Reference Contact NameJames Ragin
Reference Phone Number 904-665-4091
Reference E-Mail Address jragin@jea.com
Contract Year/Amount 2018 \$9,250/2019 \$9,250 / 2021 \$9,170
Address of Work 43777 Heckscher Drive, Jacksonville, FL 32226
Description of Project
CEMTEK provided a CEMTEK KVB-Enertec SEAL™ Controller with programming
DAHS Hardware, Spare SEAL Controller, DAHS Base System with Intel Atom processor - 1
AC Power Supply - 1, Analog Input, 8pt Isolated - 4, Digital Input (3-30VDC), 16pt Isolated - 2
Relay Outputs, 16pt Isolated - 2, 7-inch Customer-Driven Touch Screen HMI, Windows 10
Modbus TCP/IP Interface and Ethernet Communication"

#### PROJECT 2

Project Title Zachry Engineering - JEA Greenland Energy Center
Reference Contact NameMichael Treece 806-359-2663
Reference Phone Number Larry Brown 904-665-6635
Reference E-Mail Addresstreecem@zhi.com and browlb@jea.com
Contract Year/Amount
Address of Work 6850 Energy Center Dr, Jacksonville, FL 32256
Description of Project
CEMTEK supplied two fully extractive CEMS in shelters measuring NOx, CO and O2 for two
GE Frame 7FA natural gas turbines operating in a 2 x 1 combined cycle configuration.

#### PROJECT 3

Project Title Florida Power & Light Ft. Lauderdale & Ft. Myers Generating Stations Broward County, FL
Reference Contact Name Augie De La Vega
Reference Phone Number 305-288-5090
Reference E-Mail Addressaugie.delavega@fpl.com
Contract Year/Amount
Address of Work Broward County, FL
Description of Project
CEMTEK supplied a total of seven fully extractive CEMS in shelters for natural gas and oil fired
simple-cycle combustion turbine applications located at two separate sites. Each CEMS measured
NOx and O2 using Thermo 42iLS and Servomex 1440D analyzers with a USEPA 40 CFR
Part 60 and Part 75 reporting CEMTEK KVB-Enertec NetDAHS.



#### **VENDOR CONFLICT OF INTEREST DISCLOSURE FORM INSTRUCTIONS**

Vendors shall not try to gain an unfair competitive advantage or influence the ability of JEA officers and employees to make impartial and objective decisions on behalf of JEA.

All vendors interested in conducting business with JEA must complete and return the Vendor Conflict of Interest Disclosure Form found on the following page in order to be eligible to be awarded a contract with JEA. Please note that all vendors are subject to comply with JEA's conflict of interest policies provided below.

- 1. No JEA officer (e.g., JEA Board member and elected City official) or employee has an ownership interest of more than 5% in vendor's company.
- 2. No JEA officer or employee is an officer, director, partner or proprietor of vendor's company.
- 3. No JEA officer or employee is employed by or being considered for employment by vendor's company.
- 4. No JEA officer or employee work as a consultant or has a contractual relationship with vendor's company.
- 5. No JEA officer or employee will derive a personal financial gain or loss from this contract.
- 6. No relative of a JEA officer of employee will derive a personal financial gain or loss from this contract. (Relatives include a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.)

If a vendor has one or more relationships with a JEA officer or employee or a relative of a JEA officer or employee that meets the criteria described above, then the vendor shall disclose the information by completing the Conflict of Interest Form on the following page.

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#### **CONFLICT OF INTEREST DISCLOSURE FORM**

Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest, and they are detected by JEA, vendor may be **disqualified** from doing business with JEA.

Questions about this form? Contact (JEA, Buyer)

JEA Bid/Solicitation/Contract Number:	Name of JEA Employee(s) Working on V	endor's Current Contract(s) with JEA:
N/A	N/A	
Vendor Name:		Vendor Phone:
vendor Name.	N/A	N/A
Vendor's Authorized Representative Name and Title:		Authorized Representative's Phone:
NAME (C) OF ITA CARDI OVER (C) / DUDI IC OFFICED (C) WITH DOTENTIAL CONFLICT OF INTERECT		
NAME(S) OF JEA EMPLOYEE(S) / PUBLIC OFFICER(S) WITH POTENTIAL CONFLICT OF INTEREST		
Name of JEA public officer(s), employee(s), or rela	atives with whom there may be a	Relationship of JEA public officer(s)/employee(s) and/or
potential conflict of interest. If more than five, attach a second form.		relative(s) to vendor's company from list above (e.g. 1(a), 2,
		etc.). Please list all that apply:
1.		
2.		
2		
3.		
4.		
5.		
☑ Vendor has no conflict of interest to report.		
Tellido i lido il di collinica di linca collinica d		
Note that the state of the stat		
Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any JEA officer or employee to obtain or maintain a contract.		
obtain of maintain a contract.		
I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I		
have the authority to so certify on behalf of the Vendor.		
Vendor's Authorized Representative Signature: Keith Crabbe COO Date:		
/\M\		00/00/0007
	, ,	03/03/2025

Award #7 Supporting Documents 04/24/25
1411920646 (RFP) JEA NGS - N01/N02/N03 CEMS Upgrade - Appendix B - Bid Forms

### FOR JEA USE ONLY IF CONFLICT NOTED

This form has been reviewed by:

Name of JEA Ethics Officer:	Signature:	Date:
Note:		

# **Table of Contents**

**Section 2 CEMTEK KVB-Enertec Quotation** 

**Section 3** 1411920646 Solicitation Cemtek

comments 3.3.25

**CEMTEK KVB-Enertec** 

# **Section 1**

**Bidder forms** 

1411920646 (RFP) JEA NGS - N01/N02/N03 CEMS Upgrade - Appendix B - Bid Forms

Submit the Response an electronic pdf in accordance with the procedures in the solicitation				
Company Name	:Cemtek Environmental, Inc	. DBA: Cemtek KVB-Enertec		
Company's Address: 3041 S. Orange Avenue, Santa Ana, CA 92707				
License Numbe	r:			
Phone Number:	7141-437-7100 FAX No: 77	14-437-7177 Email Address: sal	es@cemteks.com	
None require	Y REQUIREMENTS ed	TERM OF CONTI	RACT ase	
Certified Ch	eck or Bond Five Percent (5%)		Project Completion	
SAMPLE REC None require Samples req Samples ma Bid Opening	ed uired prior to Bid Opening y be required subsequent to	SECTION 255.05, FLORIDA S  None required Bond required 100% of Bid		<u>CT BOND</u>
QUANTITIES			INSURANCE REQ	<u>UIREMENTS</u>
Quantities in Throughout the with actual requ		quantities to be purchased to fluctuation in accordance	Insurance requir	red
PAYMENT DIS 1% 20, net 3 2% 10, net 3 Other None Offere	0 0			
Item No. ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES: TOTAL BID PRICE				
1		Total Bid Price		\$1,616,970
X I have rea	d and understood the Sunsh	ine Law/Public Records claus	es contained within t	this solicitation. I
understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".  BIDDER CERTIFICATION				
By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.  We have received addenda  03/03/2025  Handwritten Signature of Authorized Officer of Company or Agent  Date				
through				
		Keith Crabbe COO		
	Pr	inted Name and Title		

1411920646 (RFP) JEA NGS - N01/N02/N03 CEMS Upgrade - Appendix B - Bid Forms

### **LIST OF SUBCONTRACTORS**

JEA Solicitation Number 1411920646 requires certain major Subcontractors be listed on this form, unless the work will be self-performed by the Company.

The undersigned understands that failure to submit the required Subcontractor information on this form will result in bid rejection, and the Company agrees to employ the Subcontractors specified below: (Use additional sheets as necessary) Note: This list of Subcontractors shall not be modified subsequent to bid opening, without a showing of good cause and the written consent of JEA.

Type of Work	Corporate Name	Subcontractor	Subcontractor's	Percentage of
	of Subcontractor	Primary Contact Person &	License Number	Work or Dollar
		Telephone Number	(if applicable)	Amount

### **CEMTEK Systems, Inc.**

Field Services (Estimated, to be billed at actual Time & Materials per rate sheet)

- -Onsite Installation of CEMS
- -Start-up, Commissioning, and Training
- -Certification support, three (3) mobilizations

### Air Hygiene

- RATA test protocol and RATA test report are supplied by a RATA subcontractor

Please refer to our quote for more information

Company: Cemtek Environmental, Inc. DBA: Cemtek KVB-Enertec

Address: 3401 S. Orange Ave., Santa Ana, CA 92707

Date: 03/03/2025

1411920646 (RFP) JEA NGS - N01/N02/N03 CEMS Upgrade - Appendix B - Bid Forms

### LIST OF JSEB SUBCONTRACTORS

The following JSEB S	Subcontractors will be utilized in fulfilling the terms and conditions of a Project Authorization arising from
award of JEA	I (We) the undersigned understand that failure to submit said information will result in bid rejection. I (We)
will employ the JSEB	Subcontractors specified below: (Use additional sheets as necessary)

Class of Work (Category)	Name of JSEB Contractor (Indicate below)	Percentage of Total Job or N/A
Dollar Amount	N/A	,,
N/A		

No JSEB subcontractors for this project

Signed:

Company: Cemtek Environmental, Inc. DBA: Cemtek KVB-Enertec

Address: 3041 S. Orange Ave., Santa Ana, CA 92708

Date: 03/03/2025

Note: This list shall not be modified subsequent to bid opening without a showing of good cause and the written consent of the JEA.

1411920646 (RFP) JEA NGS - N01/N02/N03 CEMS Upgrade - Appendix B - Bid Forms

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

BIDDER INFORMATION
--------------------

COMPANY NAME: Cemtek Environmental, Inc. DBA: Cemtek KVB-Enertec			
BUSINESS ADDRESS: 3041 S. Orange Avenue			
CITY, STATE, ZIP CODE: Santa Ana, CA 92707			
714-437-7100 TELEPHONE:			
FAX: 714-437-7177			
E-MAIL: sales@cemteks.com			
PRINT NAME OF AUTHORIZED REPRESENTATIVE: Keith Crabbe			
SIGNATURE OF AUTHORIZED REPRESENTATIVE:			
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Keith Crabbe COO			

### MINIMUM QUALIFICATIONS:

Respondent must meet the following Minimum Qualifications to be considered eligible to have its Response evaluated by JEA. Respondent must complete and submit the Minimum Qualification Form provided in this Solicitation. Respondents that are working or have worked for JEA in the past 2 years involving similar work must submit JEA as a reference. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated above.

JEA may reject Responses from Respondents not meeting all of the following Minimum Qualifications:

- 1. Respondent must not be on the State of Florida Convicted Vendor List, State of Florida's Suspended Vendor List, the City of Jacksonville's Disqualified Vendor List, have their bidding privileges actively suspended by JEA, been debarred by JEA, or have had a contract with JEA was terminated for default within the last two (2) years.
- 2. The Company shall have successfully completed or be in the performance of completing three (3) similar projects in the past five (5) years. A similar project is definded as installing at least 50 extractive laser analyzer CEMS systems with start up and at least 10 umbilical installs.

1411920646 (RFP) JEA NGS - N01/N02/N03 CEMS Upgrade - Appendix B - Bid Forms

PROJECT 1
Project TitleJEA-Northside CN50677, CN50732, & CN50878
Reference Contact Name James Ragin
Reference Phone Number 904-665-4091
Reference E-Mail Address jragin@jea.com
Contract Year/Amount 2018 \$9,250/2019 \$9,250 / 2021 \$9,170
Address of Work 43777 Heckscher Drive, Jacksonville, FL 32226
Description of Project
CEMTEK provided a CEMTEK KVB-Enertec SEAL™ Controller with programming
DAHS Hardware, Spare SEAL Controller, DAHS Base System with Intel Atom processor - 1
AC Power Supply - 1, Analog Input, 8pt Isolated - 4, Digital Input (3-30VDC), 16pt Isolated - 2
Relay Outputs, 16pt Isolated - 2, 7-inch Customer-Driven Touch Screen HMI, Windows 10
Modbus TCP/IP Interface and Ethernet Communication"

1411920646 (RFP) JEA NGS - N01/N02/N03 CEMS Upgrade - Appendix B - Bid Forms

### PROJECT 2

Project Title Zachry Engineering - JEA Greenland Energy Center
Reference Contact NameMichael Treece 806-359-2663
Reference Phone Number Larry Brown 904-665-6635
Reference E-Mail Addresstreecem@zhi.com and browlb@jea.com
Contract Year/Amount
Address of Work 6850 Energy Center Dr, Jacksonville, FL 32256
Description of Project
CEMTEK supplied two fully extractive CEMS in shelters measuring NOx, CO and O2 for two
GE Frame 7FA natural gas turbines operating in a 2 x 1 combined cycle configuration.

1411920646 (RFP) JEA NGS - N01/N02/N03 CEMS Upgrade - Appendix B - Bid Forms

### PROJECT 3

Project Title Florida Power & Light Ft. Lauderdale & Ft. Myers Generating Stations Broward County, FL
Reference Contact Name Augie De La Vega
Reference Phone Number 305-288-5090
Reference E-Mail Addressaugie.delavega@fpl.com
Contract Year/Amount
Address of Work Broward County, FL
Description of Project
CEMTEK supplied a total of seven fully extractive CEMS in shelters for natural gas and oil fired
simple-cycle combustion turbine applications located at two separate sites. Each CEMS measured
NOx and O2 using Thermo 42iLS and Servomex 1440D analyzers with a USEPA 40 CFR
Part 60 and Part 75 reporting CEMTEK KVB-Enertec NetDAHS.

1411920646 (RFP) JEA NGS - N01/N02/N03 CEMS Upgrade - Appendix B - Bid Forms



### **VENDOR CONFLICT OF INTEREST DISCLOSURE FORM INSTRUCTIONS**

Vendors shall not try to gain an unfair competitive advantage or influence the ability of JEA officers and employees to make impartial and objective decisions on behalf of JEA.

All vendors interested in conducting business with JEA must complete and return the Vendor Conflict of Interest Disclosure Form found on the following page in order to be eligible to be awarded a contract with JEA. Please note that all vendors are subject to comply with JEA's conflict of interest policies provided below.

- 1. No JEA officer (e.g., JEA Board member and elected City official) or employee has an ownership interest of more than 5% in vendor's company.
- 2. No JEA officer or employee is an officer, director, partner or proprietor of vendor's company.
- 3. No JEA officer or employee is employed by or being considered for employment by vendor's company.
- 4. No JEA officer or employee work as a consultant or has a contractual relationship with vendor's company.
- 5. No JEA officer or employee will derive a personal financial gain or loss from this contract.
- 6. No relative of a JEA officer of employee will derive a personal financial gain or loss from this contract. (Relatives include a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.)

If a vendor has one or more relationships with a JEA officer or employee or a relative of a JEA officer or employee that meets the criteria described above, then the vendor shall disclose the information by completing the Conflict of Interest Form on the following page.

1411920646 (RFP) JEA NGS - N01/N02/N03 CEMS Upgrade - Appendix B - Bid Forms



### **CONFLICT OF INTEREST DISCLOSURE FORM**

Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest, and they are detected by JEA, vendor may be **disqualified** from doing business with JEA.

Questions about this form? Contact (JEA, Buyer)

	1		
JEA Bid/Solicitation/Contract Number:	Name of JEA Employee(s) Working on Ve	endor's Current Contract(s) with JEA:	
N/A	N/A		
Vendor Name:		Vendor Phone:	
	N/A	N/A	
Vendor's Authorized Representative Name and Titl	e:	Authorized Representative's Phone:	
NAME(S) OF JEA EMPLOY	EE(S) / PUBLIC OFFICER(S) WITH F	POTENTIAL CONFLICT OF INTEREST	
Name of JEA public officer(s), employee(s), or relat	ives with whom there may be a	Relationship of JEA public officer(s)/employee(s) and/or	
potential conflict of interest. If more than five, atta	ach a second form.	relative(s) to vendor's company from list above (e.g. 1(a), 2,	
		etc.). Please list all that apply:	
1.			
2.			
3.			
4.			
5.			
☑ Vendor has no conflict of interest to report.			
☑ Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any JEA officer or employee to obtain or maintain a contract.			
I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor.			
Vendor's Authorized Representative Signature: Keith Crabbe COO Date:  03/03/2025			

1411920646 (RFP) JEA NGS - N01/N02/N03 CEMS Upgrade - Appendix B - Bid Forms

### FOR JEA USE ONLY IF CONFLICT NOTED

This form has been reviewed by:

Name of JEA Ethics Officer:	Signature:	Date:
		1
Note:		

**CEMTEK KVB-Enertec** 

# **Section 2**

**CEMTEK KVB-Enertec Quotation** 



# Quotation and Scope Of Work

3041 South Orange Avenue, Santa Ana, CA 92707 2849 Sterling Drive, Hatfield, PA 19440 Houston, TX 888-400-0200 800-582-1670 281-729-8228

For Questions contact Tim Edge at TEdge@cemteks.com or 239-826-1170 or Quang Nguyen at Qnguyen@cemteks.com, or 714-437-7100 x 230

Date: 3-Mar-2025

Quote No: JFU250225

To: JEA

Attn: Sashank Kasiraju

Re: Cemtek CEMS Quote for two (2) coal, petcoke, biomass, &

natural gas fired Circulating Fluidized Bed boilers with Spray Dryer Absorber and baghouse. One (1) natural gas & back up fuel oil fired conventional boiler. Project located in Jacksonville,

		TL.	
Item #	Qty	Quotation Description	Price
1		- Three (3) Hot Wet Systems installed in two (2) existing customer shelters; NS1 and NS2 Stack CEMS monitors NOx, SO2, CO, CO2, and H2O; NS3 Stack CEMS monitors NOx, SO2, CO2, and H2O; - Use existing Cemtek SEAL Controller and NetDAHS Data Acquisition and Handling Systems (DAHS) for regulatory reporting per USEPA 40CFR Part 75 Appendices A & B, 40CFR Part 60 Appendices B & F, 40CFR Part 63 Subpart	
		UUUUU MATS, and local air permit.	
1-A	_	Sample system:	
	3	Stack Probe and Enclosure with sonic nozzle, DN65 flange with	
		flange adapter for existing 4" port.	
	920	Ft, heated sample line, cut to length in field, (2) 1/4" 316SS Silco	
		coated line for sample and spare, (1) 1/4" HDPE for cal gas and	
		(1) 1/4" PFA for purge. 200deg F maintained heat. Power and	
		signal wires included in bundle Two (2) 300ft, length to be confirmed by customer.	
		- One (1) 320ft, length to be confirmed by customer.	
	_	Use existing customer GFEP circuit breakers for heated probe	
		and sample line	
		- NEC requires GFEP (Ground fault equipment protection) circuit	
		breakers for heat tracing.	
	3	Lot, Temperature controllers and solid state relays for heated	
		sample line and probe filter	
	3	Flow panel for AP2E system. Includes:	
		- Air pressure and vacuum gauges	



# **Quotation and Scope Of Work**

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natural gas fired Circulating Fluidized Bed boilers with Spray Dryer Absorber and baghouse. One (1) natural gas & back up fuel oil fired conventional boiler. Project located in Jacksonville,

FΙ

		FL.	
Item #	Qty	Quotation Description	Price
1-B	-	Analyzers:	
	2	NS1 and NS2 CEMTEK CEMGAS 5000 Analyzer system with	
		AP2E Process laser infrared spectrometer for measurement	
		of NOx, CO, SO2, CO2, H2O;	
		- AP2E analyzer for low pressure sampling	
		- External variable speed vacuum pump	
		- (8) 4-20mA Analog outputs and (5) alarm relays	
		- Modbus TCP/IP communication via ethernet	
		- NO range: 0-80ppm and 0-500ppm	
		- NO2 range: 0-80ppm and 0-500ppm	
		- CO range: 0-200ppm and 0-10,000ppm	
		- SO2 range: 0-140ppm and 0-10,000ppm	
		- CO2 range: 0-100%	
		- H2O range: 0-20%	
	1	NS3 CEMTEK CEMGAS 5000 Analyzer system with AP2E	
		Process laser infrared spectrometer for measurement of	
		NOx, SO2, CO2, H2O;	
		- AP2E analyzer for low pressure sampling	
		- External variable speed vacuum pump	
		- (8) 4-20mA Analog outputs and (5) alarm relays	
		- Modbus TCP/IP communication via ethernet	
		- NO range: 0-100ppm and 0-500ppm	
		- NO2 range: 0-100ppm and 0-500ppm	
		- SO2 range: 0-500ppm and 0-1,000ppm	
		- CO2 range: 0-100%	
	•	- H2O range: 0-20%	
	3	Remote access module (for remote maintenance & check ups),	
	4	for CEMGAS 5000 Analyzer.	
	1	Spare CEMTEK CEMGAS 5000 Analyzer system with AP2E	
		Process laser infrared spectrometer for measurement of NOx,	
		CO, SO2, CO2, H2O;.	
		- * <b>Note</b> : Spare analyzers will not be certified.	



# Quotation and Scope Of Work

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Date: 3-Mar-2025

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_		FL.	
Item #	Qty	Quotation Description	Price
1-C	-	Enclosure:	
		- Reuse existing customer shelter including analyzer racks,	
		electrical, instrument air, and Ethernet Switch,	
	3	Electrical panels with IOs terminal blocks, wireway, includes	
		24VDC power supply, push button and selector switches,	
		enclosure temperature monitor, controller output relays.	
	3	Lot, tags	
1-D	-	Calibration system:	
		- Reuse existing customer calibration regulators and tubing	
	3	Calibration gas manifold with solenoid valves for daily & quarterly	
		audits	
	3	Solenoid valves for manual and local calibrations	
1-E	-	System Controller and Data Acquisition and Handling	
		System (DAHS):	
		- Reuse existing Cemtek NetDAHS, server, client	
		workstations, and SEAL Controllers.	
	1	Modify existing Cemtek/KVB-Enertec NetDAHS for new CEMS,	
1-F		performed via remote connection	
1-F	3	Documentation: Upgrade to existing USEPA 40CFR 75 Monitoring Plan	
	3	preparation and evaluation through ECMPS/Client Tool, customer	
		to provide a copy an editable format	
	3	Upgrade to existing USEPA 40CFR75/60 Quality Assurance Plan	
		Documentation, customer to provide a copy an editable format	
	3	Upgrade to existing CEMS O&M manual hard copy & electronic	
	-	copy, customer to provide a copy an editable format	
	3	Days, Factory Acceptance Test at Cemtek facility	
	3	Lot, CEMS packing	
		Equipment Subtotal:	\$ 1,036,801



# **Quotation and Scope Of Work**

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Quote No: JFU250225

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natural gas fired Circulating Fluidized Bed boilers with Spray Dryer Absorber and baghouse. One (1) natural gas & back up fuel oil fired conventional boiler. Project located in Jacksonville,

Item #	Qty	Quotation Description		Price
l	Qty	· · · · · · · · · · · · · · · · · · ·		Price
2		Field Services (Estimated, to be billed at actual Time &		
		Materials per rate sheet)		
2-A	-	Onsite Installation of CEMS:		
	1	Lot, CEMS Installation.		
		- Removal of existing Umbilical and Installation of new.		
		- Installation of New CEMGAS 5000 Analyzer, Probe, &		
		Associated Equipment (Reusing Current Cabinets)		
2-B	-	Start-up, Commissioning, and Training:		
	18	Days, CEMS Start-Up and Checkout (8-hour days)		
	1	Day, CEMS training (8-hour day)		
	1	NetDAHS training via a remote connection (4-hour session)		
	1	Lot, Travel trips		
2-C	-	Certification support, three (3) mobilizations:		
	3	Days, Response time, collection of 7-day drift data and RATA		
		supervision		
	3	Lot, certification test protocol and reports for the above tests		
	1	Subcontractor for a RATA test protocol, and gas RATA		
		- RATA test protocol and RATA test report are supplied by a		
		RATA subcontractor		
	1	Lot, Travel for certification support		
		Estimated Field Services Subtotal (Included travel time and	\$	513,895
		expenses):		
		Total Equipment and Services:	\$	1,550,696
	1	100% Performance and Payment Bond valid through	\$	54,274
		Warranty Period:		
		- Does not include options. The cost for bond may be increased		
		when add options		
	1	Lot, Freight to jobsite, LTL Freight Rate:	\$	12,000
		Total Project:	\$	1,616,970



# Quotation and Scope Of Work

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To: JEA

Attn: Sashank Kasiraju

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natural gas fired Circulating Fluidized Bed boilers with Spray Dryer Absorber and baghouse. One (1) natural gas & back up fuel oil fired conventional boiler. Project located in Jacksonville,

Item #	Qty	Quotation Description	Price
3 4	1 3	Options: - To be added to the Purchase Order if needed - Option prices are valid only with Original PO. Option prices could be impacted after work has started for drawings and documentation Ft, additional sample line for CEMS Spare parts, preliminary, recommended 1-year, level A, consumable spare parts. Technical Exceptions and Notes:	\$ 78 / per ft \$ 9,000
		<ul> <li>Customer to supply utilities and operating calibration gases.</li> <li>ISA grade instrument air 90 psi at 15 scfm for 30 seconds/day for probe purge operation.</li> <li>Customer to provide a remote access connection to the DAHS for remote support. This is requested for software warranty,</li> </ul>	
		maintenance, and support.  - Site permit, detailed specifications, & completed application datasheet needed to confirm engineering design & pricing.	



# Quotation and Scope Of Work

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Item #	Qty	Quotation Description	Price
		Commercial Notes:	
		- Cemtek standard Terms and Conditions apply.	
		- Delivery schedule: Equipment 34 - 36 weeks ARO, drawings 8 - 10 weeks ARO.	
		- Freight: F.O.B. Destination.	
		- Warranty: Twenty-four (24) months from substantial completion, eighteen (18) months from shipment, whichever occurs first.	
		- Warranty applies to new equipment on the above scope of work. Any work or repair on existing CEMS equipment will be additional costs base on T&M.	
		- Applicable sales tax was not included on the total price.	
		- Bid Validity: 30 days	
		Payment Terms: Net 30  - 10% Upon award  - 25% Upon transmittal of engineering drawings  - 35% Upon receipt of major material at CEMTEK factory  - 30% Upon shipment of equipment  - Field Services to be billed upon completion of each service	

CEMTEK KVB-Enertec Continuous Emissions Monitoring Systems (CEMS) Quote No. JFU250225 JEA Northside Generating Station March 3, 2025

Count	ount Reference Stated RFP Technical Exceptions & Clarifications					
CEMTEK K	CEMTEK KVB-Enertec Proposed Technical Exceptions & Clarifications to CEMS documents which are applicable to the type of work					
being perform	being performed. Seller's proposed modifications are part of this proposal. These may be modified and mutually agreed upon during					
contract nego	otiations.					
<b>Buyer Specia</b>	fication: 1411920646 Appe	ndix A - Technical Specifications				
1	Equipment to be Procured Pg 3 of 10	Specification requires: Spare laser analyzer of each installed.  - If one type of laser analyzer is used for each application, then only one spare analyzer required  - If multiple laser analyzers are used for each application, then one set of analyzers will be needed				
		Clarifications:  - Cemtek quoted only one spare analyzers for all three units because they are identical.				



### **Emissions Monitoring for Compliance and Process Improvement**

CEM Systems, CEM Service, Opacity, Flow and CEMS Parts

### 888-400-0200

### www.cemteks.com

West Coast Office
3041 S Orange Ave.
Santa Ana, CA 92707
714-437-7100 phone
714-904-4404 Emergency/After Hours
888-400-0200 Parts/Service
support@cemteks.com

East Coast Office 2849 Sterling Drive Hatfield, PA 19440 215-996-9200 phone 800-582-1670 Tech support

### Service Rate Sheet – Effective January 1, 2025

	Overtime	Premium
Regular Rate*	Rate	Rate
\$ 220/hr	\$ 330/hr	\$ 440/hr
\$ 285/hr	\$ 450/hr	\$ 600/hr
\$ 220/hr	\$ 330/hr	\$ 440/hr
\$ 285/hr	\$ 450/hr	\$ 600/hr
\$ 285/hr	\$ 450/hr	\$ 600/hr
\$285/hr	\$450/hr	\$600/hr
\$ 2,400/day	7	
\$ 3,000/day	/	
	Regular Rate* \$ 220/hr \$ 285/hr \$ 220/hr \$ 285/hr \$ 285/hr \$ 285/hr \$ 2,400/day	\$ 220/hr \$ 330/hr \$ 285/hr \$ 450/hr \$ 220/hr \$ 330/hr \$ 285/hr \$ 450/hr \$ 285/hr \$ 450/hr

Regular Rate: First 8 hours worked between 7am and 5pm Mon – Fri Overtime Rate: >8hrs <12hrs worked per day Mon – Fri and all-day Sat >12hrs worked per day and all-day Sunday & Holidays

Hourly rates are charged based on the Technicians labor hours. This includes both travel time and onsite time. Travel and Living Expenses will be billed separately at cost plus 10%. Mileage is charged at \$.85 per mile. Four-hour minimum charge on all services.

Per diem will be charged at \$160 per day.

Insurance Certificate sent upon receipt of PO

<sup>\*</sup> Regular rates apply to North America including Alaska & Hawaii but excludes all off-shore US territories & possessions (Guam, Puerto Rico, American Samoa, USVI & CNMI)



### **CERTIFICATION TERMS & CONDITIONS:**

Prices and schedule for certification, field supervision of testing are based and conditioned upon the following:

- 1. NORMAL WORKING DAY A normal working day consists of eight (8) hours. Overtime rates shall be applied after the first eight (8) hours worked. It is at Cemtek KVB-Enertec's discretion to invoice extra for overtime.
- 2. INCLEMENT WEATHER -Inclement weather is defined as lightning, thunderstorms, strong winds, icing, or any ether severe atmospheric conditions which may endanger Cemtek KVB-Enertec personnel and/or equipment, or otherwise have detrimental affect to the test results. The decision regarding whether sampling operations will be conducted or continued, will be at the discretion of Cemtek KVB-Enertec. If Cemtek KVB-Enertec is unable to conduct testing because weather conditions render such testing unsafe or inaccurate, thereby preventing testing during the scheduled hours of the scheduled days, Purchaser agrees to pay the standby rate.
- 3. UTILITIES AND FACILITIES In order to avoid delays and standby fees, Purchaser will provide (1): Safe access to the test ports/testing location via ladders, elevators, etc., (2): Protection from hazardous environmental or plant conditions including thunderstorms, toxic gases, etc., and (3): Power requirements. Loss of any utility during any part of the certification program will constitute a four (4) hour delay after the utility has been restored.
- 4. PROCESS INFORMATION Process data shall be provided by Purchaser in a format suitable for direct inclusion in the final report. If data manipulation or interpretation is required, Purchaser will be billed at the current rate in effect.
- 5. UNSUCCESSFUL TEST Cemtek KVB-Enertec shall not be held responsible for any unsuccessful test due to failure, malfunction, or improper operation of Purchaser's process or control equipment. It is Purchaser's responsibility to have the process, control equipment, and monitoring system operated in a representative manner. Cemtek KVB-Enertec may recommend adjustments to the operations, but such action will be at the discretion of Purchaser and in no way render Cemtek KVB-Enertec liable.

### 6. FACILITY CONDITIONS

- a. The combustion source under test must remain on-line and stable during the RA Test Program.
- b. All constituents must stay below full-scale for the duration of the RA Test Program. If an off scale condition does occur, the test will be aborted and will have to be repeated.
- c. If the combustion source under test trips, the delay charge will be one hour plus the time lost by the outage.
- d. If a combustion source change is required due to a problem, delay charges will be assessed for the actual time required to make the move.
- e. If Purchaser is responsible for supply of calibration gases and Cemtek KVB-Enertec runs out of the calibration gases required to perform the calibration drift test or the cal error test, delay charges win be assessed for the time lost. If the-time lost is expected to exceed



three (3) days, Cemtek KVB-Enertec may remove (at Cemtek KVB-Enertec's option) the manpower on site. When calibration gases are again available, Cemtek KVB-Enertec will schedule the manpower to finish the remainder of the test.

If calibration gases provided by Purchaser are exhausted during the RA Test Program, delay cost will be incurred. If, at the end of the current week Cemtek KVB-Enertec and the testing firm must pull offsite, demobilization and remobilization charges will result.

### PERFORMANCE GUARANTEE FOR CEMTEK KVB-ENERTEC CEM SYSTEMS

Cemtek KVB-Enertec guarantees to Purchaser that the original Cemtek KVB-Enertec supplied CEM system equipment, subject to the requirements set forth below and upon Notification (Cemtek KVB-Enertec notification to Purchaser) that the Startup Inspection is complete and the system is ready for testing:

- a. Shall meet the certification requirements of 40 CFR 60; and
- b. For the first year period ending twelve months after Notification or 18 months after shipment, whichever is earlier, the instrument systems supplied by Cemtek KVB-Enertec shall achieve 95% quality-assured data availability as defined in 40 CFR 75. For purposes of this calculation (except for the first 4 hours grace period after a system failure) all system downtime prior to notification to Cemtek KVB-Enertec shall be excluded).

### The Startup Inspection shall include:

- a. Proof of completion of electrical continuity test. This test shall be performed at the factory for equipment wiring and at the site for wiring completed in the field.
- b. Proof of completion of a piping test. This test shall be performed at the factory for equipment piping and at the site for piping completed in the field.
- c. Proof of completion of a calibration gas audit for each measured component. This test shall be performed at the factory and at the site installed conditions.
- d. Performance of an automatic calibration cycle upon completion of startup.

These guarantees will be deemed satisfied by successful completion of the Performance Tests in accordance with applicable Cemtek KVB-Enertec standard procedures in effect on the date of the proposal. Performance Tests shall be witnessed by Cemtek KVB-Enertec within 90 days of the date of Notification. In the event such tests are not conducted within 90 days of this notice or within six (6) months of shipment, whichever is earlier, and through no fault of Cemtek KVB-Enertec, the equipment shall be deemed accepted by the Purchaser and in compliance with all requirements.

If the equipment fails to meet the performance guarantees as verified by certified test results, Cemtek KVB-Enertec will supply, at its option, repaired or replacement parts pursuant to the delivery terms of the proposal.



The applicability of this guarantee is limited to laws, regulations and interpretations of those laws and regulations (Governing Law) in effect on the date the contract is executed by Cemtek KVB-Enertec unless Cemtek KVB-Enertec agrees differently in writing. It does not cover any subsequent changes in Governing Law.

Cemtek KVB-Enertec's sole guarantees are limited to those contained herein. This guarantee is contingent upon the correctness and accuracy of information provided by Purchaser. It is based upon operating conditions specified in Cemtek KVB-Enertec's proposal and upon Purchaser storing, installing, operating and maintaining the equipment in accordance with Cemtek KVB-Enertec's written instructions. This guarantee is not applicable to circumstances relating to force majeure. It is also not applicable unless Cemtek KVB-Enertec is notified in writing within 15 days of a documented failure.

Cemtek KVB-Enertec shall not be liable to Purchaser for special, indirect, incidental or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of equipment, costs of replacement power or product, additional expenses incurred in the use of equipment or facilities, or the claims of third parties. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted against Cemtek KVB-Enertec, including one arising out of any breach of warranty or guaranty, products liability, negligence, tort, or any other cause of action.

In no event will Cemtek KVB-Enertec's aggregate liability for any and all claims, including property damage and personal injury claims, allegedly resulting from breach of contract, tort, or any other theory of liability exceed the total compensation received by Cemtek KVB-Enertec from Purchaser under this Contract.

The warranties furnished by Cemtek KVB-Enertec as expressly included herein constitute Cemtek KVB-Enertec's sole obligation hereunder and are in lieu of any other warranties or guaranties, express or implied, including the warranties of merchantability and/or fitness for a particular purpose.



#### WARRANTY

Supplier warrants that all Goods and Services: (i) conform to the kind, quality and capability designated or described by the Agreement and/or any associated Purchase Order or Contract; (ii) are free from latent and patent defects in design, materials, and workmanship; (iii) are suitable and adequate for the purposes for which they were designed and for other purposes, if any, specified in the Purchase Order or Contract; and Services shall be performed with reasonable care, skill and diligence, in accordance with Applicable Law and applicable professional standards, industry and construction practices. Supplier warrants the Work and all Goods, including parts, equipment, materials and labor furnished under the Agreement to be as specified herein for the shorter period of twelve (12) months after any Final Acceptance, Startup, or Productive Use, or eighteen (18) months after delivery or the period of any original equipment manufacturer's warranty. Any and all original equipment manufacturer's warranties shall be and hereby are transferred to Company pursuant to the provisions and operation of the Agreement to the extent that manufacturer permits such transfer. Supplier shall, at its sole option, repair or replace any parts found defective within the warranty period, FOB Supplier factory. Any repairs or replacements furnished under this warranty shall be warranted for the longer of the original warranty period specified herein or ninety (90) days from such repair or replacement.

Supplier warrants that all spare parts will give satisfactory service for a period of ninety (90) days from shipment. Supplier shall, at its sole option, repair or replace any parts found defective within the warranty period, FOB Supplier factory. Any replaced parts shall be warranted for ninety (90) days from repair or replacement. Supplier warrants that all consumable parts including but not limited to gaskets, seals and filters, are free from defects in materials and workmanship at the time of delivery and are adequate for the intended purpose for which they are supplied. No service life is warranted for consumable parts.

This warranty covers the cost of factory and on-site labor and replacement materials or components. Specifically excluded from the warranty is the price of travel labor and travel and per diem costs to or at the Company site from Supplier's factory which shall be billed at Supplier's current rate sheet as to labor prices and cost plus 10% as to travel and per diem costs. Any warranty claim is contingent on the return of any defective materials or components requested by Supplier FOB Supplier's facility. Replacement materials or components supplied under any warranty claim shall be delivered freight prepaid by Supplier.

This warranty is contingent on the proper operation and maintenance of the equipment in accordance with Supplier's Operation & Maintenance Manuals which includes the keeping of maintenance and repair logs. Supplier shall have the right to inspect such logs pursuant to any warranty claim. This warranty is also contingent upon the timely reporting of a claim by Company or successor owner/operator.

Supplier shall be released from obligations under this warranty as the result of any unauthorized repairs or modifications made by Company or third parties without the express written permission of Supplier. This warranty does not apply to damage caused by ordinary wear and tear, nor does it apply to damage caused by misuse, abuse, vandalism, acts of God, or improper handling, storage, operation, or maintenance of the product.

This warranty is limited to original products supplied by Supplier and shall not be construed to apply to the simultaneous and/or interdependent operation of the Supplier equipment with devices (hardware and/or software) supplied by others.

Supplier shall not be responsible for the cost of any diagnosis or repair labor undertaken by Company, third parties or successor owner/operator.

Supplier shall not be liable to Company for special, indirect, incidental or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of equipment, costs of replacement power or product, additional expenses incurred in the use of equipment or facilities, or the claims of third parties. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted against Supplier, including one arising out of any breach of warranty or guaranty, products liability, negligence, tort, or any other cause of action.

Supplier warranty included herein constitutes Supplier's sole obligation hereunder and are in lieu of any other warranties or guaranties, express or implied, including the warranties of merchantability and/or fitness for a particular purpose.



# **Order Cancellation Schedule**

10% Within 30 days after receipt of order (ARO)

25% Within 31-45 days ARO

50% Within 46-75 days ARO

75% Within 76-120 days ARO

100% After 121 days ARO or if equipment has shipped.

**CEMTEK KVB-Enertec** 

# **Section 3**

1411920646 Solicitation Cemtek comments 3.3.25

### 1.1) Cover Page

### Solicitation For Participation in

# JEA NGS - N01/N02/N03 CEMS Upgrade for

JEA Jacksonville, FL

### **Solicitation Number 1411920646**

### Mandatory Pre-Response Meeting and Site Visit on February 13, 2025, at 9:00AM EST

### Location: 4433 William Ostner Road, Jacksonville FL 32226

- Attendees to provide representing company name and full names of attendees to be added to the security visitor list at least 24-hours prior to arrival. Please bring government issued photo ID.
  - 2. All visitors will be escorted in from the Contractor Gate located on William Ostner Blvd. Please arrive by 08:45AM.
- 3. Pre-Bid Meeting will begin at 09AM within the EPPM 10-Wide Conference Room. A site walk of the project will immediately follow the meeting.
  - 4. Visitors should come equipped with hard hat, safety shoes/boots, and safety glasses. These will be required for the site walk.
    - 5. Photos of the project area are acceptable during the site walk.
    - 6. All attendees shall be always escorted by JEA personnel while at NGS.

Those planning to attend the Mandatory Pre-Bid/Site Visit should send contact information to: Tim Meyers, <a href="meyet@jea.com">meyet@jea.com</a> and Jason Behr, <a href="meyet@jea.com">behrjv@jea.com</a>

### Responses are due on February 25, 2025, by 12:00 PM EST

All Responses shall be submitted through JEA's E-Procurement and Contract Management Portal which is provided by Zycus Supplier Network which can be accessed at <a href="https://zsn.zycus.com/guest">https://zsn.zycus.com/guest</a>. Instructions on how to login to Zycus is provided below in this Solicitation. LATE RESPONSES MAY BE REJECTED.

JEA will publicly open all Responses received from qualified Respondents on February 25, 2025, by 2:00 PM EST, via WebEx.

For more information please contact the JEA Buyer at: **Jason Behr**, **behrjv@jea.com** 

### 1.2) Scope of Work

The purpose of this solicitation for Contractor to provide procurement, installation, and commissioning services to update the existing Continuous Emissions Monitoring System (CEMS) analyzers, stack probe, umbilical, and extraction equipment.

A more detailed description of the Work is provided in the Technical Specifications included as an Exhibit to this Solicitation.

Capitalized terms used in this Solicitation without definition shall have the definitions given to them in Section 2 of this Solicitation.

### 1.3) Background

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida since 1895. In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is located in Jacksonville, Florida, where we proudly serve an estimated 522,469 electric, 396,566 water and 316,441 sewer and 26,902 reuse water customers. JEA is Florida's largest community owned utility and the eighth largest municipal in the United States.

### 1.4) Invitation - Submitting a Response

Respondents that meet the Minimum Qualification stated herein are invited to submit a Response to this Solicitation to perform the Work. A complete copy of this Solicitation, the Technical Specifications, forms and all other documents referenced in this Solicitation are on JEA's E-Procurement and Contract Management Portal which is provided by Zycus Supplier Network which can be accessed at <a href="https://zsn.zycus.com/guest/genericRegister/JEA074">https://zsn.zycus.com/guest/genericRegister/JEA074</a>. Instructions on how to login to Zycus is provided below in this Solicitation.

All Responses are due at the time indicated on the title page of this Solicitation. Section 1 of this Solicitation are the instructions for submitting a Response for this Solicitation. Section 2 of this Solicitation contain the definitions and commercial contract terms associated with this procurement.

A Contract will presented to the Respondent awarded this Work and the Contract will incorporate by reference this entire Solicitation and all associated Addenda. A sample of the JEA Contract can be found on jea.com.

All documentation submitted with a Response must reference the Solicitation Title and Number stated herein. All Responses must be made on the appropriate forms and formats as specified by this Solicitation and uploaded to JEA's procurement platform.

All Responses should be delivered electronically to JEA via the Zycus platform. An automated, detailed auditing system provides sealed Response integrity. Responses remain sealed on the platform until the Close Date & Time (Due Date & Time).

A Respondent shall be solely responsible for timely delivery of its Response to the Zycus Supplier Network. Respondents are strongly encouraged to acquire log in credentials early as possible. Additionally Respondents are encouraged to submit Responses early to ensure uploading process goes smoothly. If Respondent is not able to submit its Response via Zycus, then please email the Response to the JEA Buyer identified in the Section below titled "Ouestions".

Responses are due by the time and on the date stated on the cover page of this Solicitation. LATE RESPONSES MAY BE REJECTED.

### 1.5) Zycus Instructions

- I. How to Log Into Zycus
- A. New Users Zycus
- 1. New Users will need to register to login. Registration will require Company name, address, phone, contact, title, phone and email address. Also, it is recommended users use Google Chrome to access Zycus.
- 2. Note if the company is already doing business with JEA, you may find the company is already registered in Zycus. To find out if you are registered, try entering your email address in the New User Registration screen. If you receive a message stating "Email ID already registered", log in as an Existing User Log-in". If you don't know your password, enter your email address and click on "Forgot Password".
- B. Existing Users or New Users with Previously Registered Emails
- 1. Once the user has a login on the sourcing platform select "Existing User Log-in", the user may navigate to the solicitation by selecting the icon for the applicable solicitation.
- II. How to Submit a Response Using Zycus
- 1. Once logged in, users will see all JEA Sourcing Events, then select the applicable event.
- 2. Once in the Sourcing Event. The Sourcing Event has prompts for actions required to respond to the solicitation.
- 3. For the user to proceed to submit a Response to JEA using Zycus, the user will be required to provide its acceptance of the of the Zycus iSource Terms & Conditions associated with the work. Such Terms and Conditions may cover non-disclosure, safety, cyber security, Invitation for Bid contract terms, etc.
- 4. Once all terms are accepted, additional Solicitation information will be available for viewing and submitting a Response by selecting "Confirm Participation". JEA will then have a record indicating the company intends to submit a Response.
- 5. A user then can respond to each section of the Solicitation, once completed with each section, select "Save". Note each section has a red, yellow, green light code. Items will turn green once completed. Yellow and red lights mean there is additional action required. Users may also note under each tab, there are multiple questions to respond to, scroll down the list to ensure all questions are answered.
- 6. In most Solicitations, JEA will provide Technical Specifications, pricing tables in Excel which the user will need to download. Additionally, Excel pricing tables may need to be uploaded once completed to as part of the Response. Users can download the required attachments by selecting the "Buyers Attachments" icon.
- 7. Once the required forms are uploaded and saved, the section light will turn green. Once all sections are completed and green lighted, the User may select "Submit Response".
- 8. Once the user selects "Submit Response", the user will receive a "Success" pop-up when submitted.
- 9. Once submitted users may recall and modify submitted documentation and submit information until the Response Due Date and Time.

### 1.6) Questions

All Questions must be submitted in writing to the JEA Buyer listed herein at least five business days prior to the opening date. Questions received within five business days prior to the opening date may not be answered.

### 1.7) Pre-Response Meeting - Mandatory

There will be a mandatory Pre-Response meeting associated with this Solicitation at the date and time listed on the cover page of this Solicitation. All interested Respondents are invited to attend the Pre-Response meeting. Those planning to attend the WebEx or teleconference may email their name and contact information to the JEA Buyer listed herein at least 48 hours prior to the Pre-Response meeting to facilitate roll call. A Respondent must only sign in representing one company, unless otherwise agreed to by JEA in writing.

### 1.8) Opening of Responses

All Responses received shall be publicly announced and recorded via WebEx at the date and time indicated on the cover page of this Solicitation.

The details for the WebEx will be on jea.com at the following website: <a href="https://www.jea.com">https://www.jea.com</a> approximately 48 hours before the Response opening.

At the opening of Responses, a JEA representative will publicly open each Response that was received prior to the Date and Time, except for those Responses that have been properly withdrawn. JEA has the right to waive irregularities or informalities in the Responses to the extent allowable under applicable laws.

### 1.9) Alternate Provisions and Conditions (RFP&ITN)

Terms and conditions found in Responses that are contrary to requirements found in this Solicitation, including, but not limited to, the Contract terms and conditions contained in Section 2 of this Solicitation and any requirements found in the Technical Specifications attached as an exhibit or attachment to this Solicitation, will be rejected and are of no force and effect. However, JEA reserves the right to negotiate different terms and conditions and requirements if JEA determines that such terms and conditions and requirements are in the best interest of JEA.

### 1.10) Minimum Qualifications

Respondent must meet the following Minimum Qualifications to be considered eligible to have its Response evaluated by JEA. Respondent must complete and submit the Minimum Qualification Form provided in this Solicitation. Respondents that are working or have worked for JEA in the past 2 years involving similar work must submit JEA as a reference. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated above.

JEA may reject Responses from Respondents not meeting all of the following Minimum Qualifications:

- I. Respondent must not be on the State of Florida Convicted Vendor List, State of Florida's Suspended Vendor List, the City of Jacksonville's Disqualified Vendor List, have their bidding privileges actively suspended by JEA, been debarred by JEA, or have had a contract with JEA was terminated for default within the last two (2) years.
- II. The Company shall have successfully completed or be in the performance of completing three (3) similar projects in the past five (5) years. A similar project is definded as installing at least 50 extractive laser analyzer CEMS systems with start up and at least 10 umbilical installs.

### 1.11) Number of Contracts to be Awarded

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

### 1.12) Insurance Requirements

Prior to JEA issuing a Purchase Order to the Company to begin the Work, the Company shall submit a certificate of insurance (COI) that is in compliance with amounts and requirements as indicated in this Solicitation. Note that the COI shall specifically indicate JEA as additional insured on all required insurance except Worker's Compensation and Professional Liability (if applicable). Furthermore, waiver of subrogation must be provided for all required insurance in favor of JEA, including its board members, officers, employees, agents, successors, and assigns.

### 1.13) Jacksonville Small and Emerging Business (JSEB) Participation - Optional

It is at the Respondent's option as to whether it chooses to subcontract with a JSEB firm. JEA encourages the use of JSEB firms; however, the Respondent is not required to utilize a JSEB to be awarded a Contract under this Solicitation.

For more information regarding the JSEB program, please contact Bill Hickey, JEA, Manager of Supplier Diversity Programs and Procurement Services, hickwj@jea.com or jsebprogram@jea.com.

### 1.14) Basis of Award - Highest Evaluated

JEA will Award a Contract to the responsive and responsible Respondent whose Response meets or exceeds the Minimum Qualifications set forth in this Solicitation, and whose Response receives the highest number of points based upon JEA's evaluation of the Selection Criteria stated herein. JEA will not Award this Contract on a price only basis, but will Award based on an evaluation of how well each Respondent meets the "Selection Criteria" stated herein. Price will never be weighted less than the highest non-price factor.

### 1.15) Selection Criteria

The following criteria will be used by JEA to evaluate and rank Responses from Respondents who meet the Minimum Qualifications specified in this Solicitation.

### 1.16) Quotation of Rates (RFP) (50 Points)

Bidder shall provide a completed quote to perform the installation outlined above. The total proposal price shall show firm fixed prices, not estimates. This will include all profit, taxes, benefits, cost reimbursement, and other items. The total Response price should be entered on the Proposal Form. The total Response price shall firm fixed prices, not estimates, and include all profit, taxes, benefits, and all other items. ANY MODIFICATIONS, EXCEPTION, OR OBJECTIONS CONTAINED WITHIN THE RESPONSE FORM MAY SUBJECT THE RESPONSE TO DISQUALIFICATION.

## 1.17) Past Performance and Company Experience

Maximum score: 30 Points

JEA will evaluate Respondent's specific experience in undertaking similar professional engagements. Respondents that are working or have worked for JEA in the past 2 years involving similar work must submit JEA as a reference. The bidder shall submit work experience for evaluation. The projects shall be for industrial utility power generation facilities of the following types and may include minimum qualification projects.

Each project/contract shall be for one of the following types of electric utilities:

- Solid Fuel Plant
- o Simple or Combined Cycle Plant
- o Circulating Fluidized Bed Plant

Reference shall include the following:

- o Company name
- Plant location
- Scope of services performed
- o Plant contact with name, phone, and email

For each reference, the bidder shall submit no more than two pages 8 ½" X 11" per project reference. Any information after the first two pages will not be considered in evaluation.

# 1.18) Annual Maintenance Cost and Part Replacement Frequency Maximum Score: 20 Points

The bidder shall submit a recommended maintenance schedule with pricing of replacement parts for the analyzers, umbilical, sample probe, and all other supporting equipment. This shall also include recommended spare equipment which includes a spare analyzer or analyzers.

### 1.19) Safety Qualification Requirement

Respondent shall be approved as JEA Safety Qualified. JEA may reject the company's Bid, and proceed to Award to the next responsive and responsible Respondent.

JEA Safety Qualification information is available online at <a href="http://www.jea.com/About/Procurement/Contractor\_Safety">http://www.jea.com/About/Procurement/Contractor\_Safety</a> under Contractor Safety Reference Materials. A Respondent must have a three-year average Experience Modification Rating (EMR) of 1.0 or less and agree to the provisions of the Contractor Safety Management Process (CSMP) in order to become JEA Safety Qualified. It is the Respondent's responsibility to ensure it is JEA Safety Qualified. A list of the JEA's Safety Qualified vendors can be found on <a href="https://www.jea.com/About/Procurement/Contractor\_Safety/">https://www.jea.com/About/Procurement/Contractor\_Safety/</a>. For additional information, contact Jim Fisher at (904) 226-5045 or Curtis Stothers at (904) 665-7736.

Each Company once awarded a JEA Contract is required to provide regular and continuing training for their employees. Such training shall not be charged to JEA as a separate billable fee. Company (including General / Prime Contractors) will also monitor the training activities of Subcontractors under their direction. All training outside of JEA specific training must meet OSHA requirements. Company employees working on JEA projects or sites shall receive JEA Safety Orientation and JEA Site-Specific Training before beginning work.

### 1.20) Subcontractors Use for the Performance of the Work

The Respondent must list the names of the major Subcontractors that it intends to use for this Work, unless the Work will be self-performed by the Respondent. The Subcontractors must be listed on the Subcontractors Form which is available at jea.com. Failure to submit this form with the Response may result in rejection of Respondent's Response. The Respondent shall not use Subcontractors other than those shown on the Subcontractor Form unless it shows good cause and obtains the JEA Representative's prior written consent.

If the Respondent plans to use Subcontractors to perform over 50% of the Work, the Respondent shall obtain JEA's approval at least five days prior to the Response Due Date. Failure to obtain JEA approval may result in rejection of the Respondent's Response.

### 1.21) Shipping, Freight, And Travel--F.O.B. Destination

The Respondent shall include the price for travel, shipment of materials and equipment in its pricing shown on its Response unless otherwise stated herein. The shipment of all materials shall be F.O.B. Destination.

If the Solicitation allows for travel expenses to be billed separately, then all the Respondent's travel expenses will be reimbursed in accordance with JEA's Contractor Travel Policy.

### 1.22) Required Forms to be Submitted

The following forms must be completed and submitted to JEA at the timeframes stated below. The Respondent can obtain the required forms, other than the Minimum Qualification Form, Response Form and Response Workbook, by downloading them from JEA.com.

A. The following forms are required to be submitted with the Response:

- I. Minimum Qualifications Form- This form can be found in Appendix B of this Solicitation
- II. Response Form- This can be found in Appendix B of this Solicitation
- III. List of JSEB Certified Firms (if any)
- IV. Subcontractor Form (if any). However, if the following Subcontractors are utilized to perform this Work, they shall be listed on the referenced Subcontractor Form: a. Electrical, b. Plumbing, c. HVAC, d. Instrument and controls (I&C), e. Equipment Suppliers (i.e., pumps, fans, etc..), f. Material Suppliers, g. Roofing, h. Fuel, I. Mechanical Engineer, j. Fire Protection, h. etc.

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

- B. JEA also requests the following documents to be submitted prior to Contract execution. A Response will not be rejected if these forms are not submitted at the Response Due Date and Time. However, failure to submit these documents prior to Contract execution could result in Response rejection.
  - I. Conflict of Interest Certificate Form This form can be found at JEA.com
  - II. Insurance certificate
  - III. W-9
  - IV. Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
  - V. Any technical submittals as requires by the Technical Specifications

### 1.23) Addenda Issuance

JEA may issue Addenda prior to the opening of Responses to change or clarify the intent of this Solicitation. The Respondent is responsible for ensuring it has received all Addenda prior to submitting its Response and must acknowledge receipt of all Addenda by completing the Confirmation of Receipt of Addenda. JEA will post Addenda when issued online at JEA.com. Companies must obtain Addenda from the JEA.com website. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response.

### 1.24) Contract Execution and Start of Work

Within 30 days from the date of Award, JEA will present the successful Respondent with the Contract. Unless expressly waived by JEA, the successful Respondent must execute a Contract for the Work within 10 days after receiving the Contract from JEA. If the Respondent fails to execute the Contract or associated documents as required, JEA may cancel the Award with no further liability to the Respondent and retain any bid security or bond. Upon JEA's receipt of the executed Contract, certificate of insurance, and recorded Payment and Performance bonds (if applicable), JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Response and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO. For Construction Services: In the event that JEA intends to authorize the successful Respondent to proceed with administrative work only, or with only a portion of the Work, then the PO shall state the specific limitations of such authorization and JEA will issue a separate written Notice to Proceed to authorize the Respondent to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Respondent shall ensure that it is prepared to begin Field Work upon receipt of Notice to Proceed. Any Work performed outside of this partial authorization shall be at the Respondent's risk and JEA shall have no obligation to pay for such Work.

### 1.25) Ex Parte Communication

Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between any officers, employees or other representatives of Respondent and a JEA representative during the time in which the Solicitation is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of the Solicitation in which a company becomes privy to information not available to the other Respondents. Social contact between companies and JEA Representatives should be kept to an absolute minimum during the Solicitation process.

**Ex Parte Communication is strictly prohibited.** Failure to adhere to this policy will disqualify the noncompliant Respondent. Any questions or clarifications concerning this Solicitation must be sent in writing via email to the JEA Buyer at least five business days prior to the opening date. If JEA determines that a question should be answered or a requirement should be clarified, JEA will issue an Addendum to the Solicitation.

### 1.26) Conflict of Interest

This conflict of interest policy applies to all JEA construction projects ("Project"). Any company bidding the construction phase of a Project cannot at the time of Response/bid submittal, be affiliated with or have any direct or indirect ownership interest in the architect/engineer ("Designer") of record. The company will also be prohibited from bidding if the Designer has any direct or indirect ownership interest in the Contractor. Should JEA erroneously award a contract in violation of this policy, JEA may terminate the contract at any time with no liability to company, and company shall be liable to JEA for all damages, including but not limited to the costs to rebid the Project. The purpose of this policy is to encourage bidding and eliminate any actual or perceived advantage that one Respondent may have over another.

### 1.27) Certifications and Representations of the Company

By signing and submitting its Response, the Respondent certifies and represents as follows:

- A. That the individual signing the Response is duly authorized to contractually bind the Respondent to the terms and conditions of this Solicitation and the Contract. Respondent shall provide satisfactory evidence of such authority within three days of JEA's request.
- B. That every aspect of the Response and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.
- C. That, if successful, the Respondent will be registered to conduct business in the State of Florida and in active status with the Florida Division of Corporations at the time of execution of a Contract.
- D. That the Respondent maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, all licenses necessary to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

### **1.28)** Ethics

By submitting a Response, the Respondent certifies that its Response is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Response for the same Work other than as a Subcontractor or supplier, and that the Response is made without outside control, collusion, fraud, or other illegal or unethical actions. The Respondent shall comply with all JEA and City of Jacksonville ordinances, policies and procedures regarding ethics.

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

The Respondent shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, in Respondent or its Response by completing and submitting the Conflict of Interest Certificate Form available at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Response. If JEA has reason to believe that collusion exists among the Respondents, JEA shall reject any and all Responses from such Respondents and will proceed to debar the Respondents from future JEA Awards in accordance with the JEA Procurement Code.

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

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Respondent listed on the Convicted Vendor list for any transaction exceeding \$35,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

### 1.29) JEA Publications

Applicable JEA publications are available at jea.com.

Seller's ability to meet all the requirements of the Purchase Order are contingent upon the accuracy and correctness of information that is provided by JEA/Purchaser and is based upon the operating conditions as specified in this Purchase Order.

### 1.30) Mathematical Errors

In the event of a mathematical error in calculation of the prices entered on the Response, the Unit Prices will prevail. The corrected price utilizing the Unit Prices quoted by Respondent will be used to determine if the Company is awarded a Contract for the Work and the corrected pricing will be used throughout the Term.

# 1.31) Modification or Withdrawal of Responses

The Respondent may modify or withdraw its Response at any time prior to the Response Due Date and Time by giving written notice to JEA's Chief Procurement Officer by submitting an updated Response. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Response Due Date and Time. The Respondent may not modify or withdraw its Response for a period of 90 days following the opening of Responses.

## 1.32) Notice of Prohibition Against Considering Social, Political, or Ideological Interests

Pursuant to Section 287.0501, Florida Statutes, JEA may not:

- (i) Request documentation of or consider a vendor's social, political, or ideological interests when determining whether a vendor is a responsible vendor; or
- (ii) Give preference to a vendor based on the vendor's social, political, or ideological interests.

# 1.33) Prohibition Against Contingent Fees

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

## 1.34) Protest of Solicitation and Award Process

Any protests regarding this Solicitation must be filed in writing and in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at www.jea.com.

# 1.35) Availability Of Response After Opening

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

## 1.36) Reservation of Rights of JEA

This Solicitation provides potential Respondents with information to enable the submission of written offers. This Solicitation is not a contractual offer or commitment by JEA to purchase products or services.

JEA reserves the right to reject all Responses, and to waive informalities if JEA deems such action to be in its best interest. JEA may reject any Responses that it deems incomplete or irregular including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices are required, Responses that offer equal items when the option to do so has not been stated, and Responses that fail to include a Bid Bond, where one is required.

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

JEA reserves the right to cancel or change the date and time announced for opening of Responses at any time prior to the time announced for the opening of Responses. JEA may Award the Contract in whole or in part. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

## 1.37) Sunshine Law

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provides a broad definition of public records. JEA is subject to these laws and related statutes ("Florida's Public Records Laws"). All responses to this Solicitation are public record and available for public inspection unless specifically exempt by law.

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

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

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

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**JEA** 

Attn: Public Records 225 North Pearl Street Jacksonville, FL 32202 Ph: 904-665-8606 publicrecords@jea.com

#### 1.38) Scrutinized Companies

Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

- (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, contractor:
- i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
- ii. Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, Florida Statutes, JEA may terminate this Contract at JEA's option if this Contract is for goods or services in an amount of one million dollars or more and the Company:

(1) Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

- (2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes;
- (3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(b), Florida Statutes, JEA may terminate this Contract at JEA'S option if this Contract is for goods and services of any amount and Company:

- (1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or
- (2) Is engaged in a boycott of Israel.

# 1.39) Defined Terms

Words and terms defined in the section entitled "Definitions" of this document are hereby incorporated by reference into the entire document.

### 2) Contract Terms and Conditions

## 2.1) Definitions

Capitalized words and terms used in this Solicitation shall have the meaning given to them in this Section 2. The Technical Specifications to this Solicitation may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this Solicitation or the Contract Documents, definitions set forth in Technical Specifications shall apply only within the Technical Specifications.

# 2.2) Acceptance

JEA's written notice by the Project Manager to the Company that all Work as specified in the Contract, or a portion of the Work as specified in a Task or Work Order, has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

### 2.3) Addendum/Addenda

An amendment to the Solicitation which is issued by JEA before the Response Due Date and Time.

# 2.4) Administrative Work

Actions primarily performed in an office environment and associated with preparing to perform or administer the Work including, but not limited to, preparing Work schedules, obtaining bonds, executing Contracts, securing resources and other actions specified in the Solicitation, or otherwise prudent to ensure a timely, safe and otherwise compliant start and performance of Field Work. Administrative Work is not performed at the Work Location.

#### 2.5) Contract Document Terms and Conditions

Section 2 of this Solicitation contains JEA's general terms and conditions that will govern the Contract awarded under this Solicitation. The Contract Documents will incorporate by reference all of the terms and conditions of this Solicitation, including all Technical Specifications, Appendices, Exhibits, Schedules and Forms included with this Solicitation. An example of the Contract that the Company will be required to execute is available for review at jea.com.

## 2.6) Application for Payment

The form required for payment which shall include all items required pursuant to the contract for the payment to be processed by JEA. Such form shall require the Contractor expressly state that the Contractor has fulfilled all obligations for the previous payments issued to the Contractor, including payment for subcontractors and materials. The Application for Payment includes all forms and supporting documentation as required by the Contract documents.

#### **2.7)** Award

The written approval of the Contract by JEA's Awards Committee and Chief Executive Officer.

# 2.8) Change Order

A written order issued by JEA after execution of the Contract, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the maximum indebtedness shown in the Contract. A Change Order that involves a material change to the Contract may require a Contract Amendment.

# 2.9) Company

The legal person, firm, corporation or any other entity with whom JEA executes the Contract.

# 2.10) Company Representative

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

# 2.11) Company Supervisor

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

# 2.12) Contract

The written agreement executed by JEA and the Company which describes the rights and obligations of JEA and the Company with respect to the Work and incorporates all of the Contract Documents.

### 2.13) Contract Amendment

A written document signed by JEA and the Company issued after the execution of the Contract which authorizes an addition, deletion or revision of the Scope of Work, or the Contract Price, the Term or any other provision of the Contract.

## 2.14) Contract Documents

Contract Documents means the executed Contract, this Solicitation, all documents required by or submitted in connection with this Solicitation or the Contract, and any written Change Orders, contract amendments and Purchase Orders executed by JEA.

#### 2.15) Contract Price

The total amount payable by JEA to the Company during the Term in accordance with the terms and conditions of the Contract.

### 2.16) Contract Time

The number of calendar days or the period of time from when the written Purchase Order is issued to the Company, to the date Company has agreed to complete the Work, as set forth in the Contract Documents.

## 2.17) Customer Service Plan

The Company's plan to achieve customer satisfaction requirements as determined by JEA and JEA Project Outreach, which shall include, as a minimum, the name and office phone number, cell phone number, email address, Nextel Direct Connect number, and fax number of Company's Customer Service Representative, a detailed flow chart on how the Company will handle customer concerns, preemptive customer satisfaction control measures (such as door hangers provided by JEA, and neighborhood meetings in conjunction with JEA staff) and a plan to reduce the number of customer concerns surrounding construction Work addressing, as a minimum, the construction practices that will eliminate damage to customers' property including, but not limited to, cracked driveways, tire ruts in customers' yards, blocking customers' access to driveways, cutting customers' services during tie-in, excessive noise from construction equipment, and elimination of dust during construction Work.

#### **2.18)** Defect

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

# 2.19) Environmental Regulations

All laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political

subdivisions in which the Work Location is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over JEA, the Work Location, or the use of the Work Location, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials (as defined in this Contract) into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

#### 2.20) **Equal Item**

A schematic display of the sequential and logical relationship of all activities that comprise the Work. Using a combination of duration, early and late start dates, and early and late finish dates, a critical path is established as the path of interdependent activities that must be sequentially performed and that require a longer total time to perform than any other such series. CPM Schedules suitable for use on this Contract use GANNT Precedence formats.

#### 2.21) Field Work

Actions associated with meeting the requirements of the Contract other than Administrative Work. Field Work is primarily performed at the Work Location.

#### 2.22) **Final Completion**

The point in time after JEA makes the determination that the Work is completed and there is Acceptance by JEA, and the Company has fulfilled all requirements of the Contract Documents.

#### 2.23) **Final Payment**

The final payment for all Work performed. The Final Payment shall not be made until the Company has complied with all the Contract requirements, and provided as necessary close-out documents as contained in the Contract.

#### 2.24) **Holidays**

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day. If a Holidays falle on a weakand, the Holiday is the day that IEA observes the Holiday.

HAZARDOUS MATERIALS: JEA's facilities may contain hazardous materials, including asbestos bearing materials. If any

### Hazardous Materials k

such materials are encountered, Seller shall have no obligation to remove or remediate them in the absence of a separate agreement which includes separate consideration to Seller for such work. If Seller or any of its subcontractors is Any substance which is or contain required to perform work within or immediately adjacent to any facilities that are determined to contain hazardous materials and/or asbestos, and the said work must be interrupted to allow for the remediation or removal of such Environmental Response, Compe materials by others, Seller shall be entitled to any and all costs and other expenses associated with such interruption in ("CERCLA") or any regulations rower. JEA shall fully defend, hold harmless and indemnify Seller and its agents from and against any claims arising out of hereafter defined in the Resource exposure to such hazardous and/or asbestos bearing materials.

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

#### **Invoice** 2.26)

A document seeking payment to the Company from JEA for all or a portion of the Work, in accordance with the Contract Documents.

#### 2.27) **JEA**

JEA, a body politic and corporate, which is authorized to own, manage and operate for the benefit of the City of Jacksonville a utilities system within and without the City of Jacksonville.

#### 2.28) **JEA Engineer**

The individual assigned by JEA (either an employee or a third party) to provide licensing, engineering, design review, and/or construction management including, but not limited to, overseeing and resolving engineering/design issues, conveying JEA's instructions to the Company and enforcing the faithful performance of the Work. The JEA Engineer's authority includes interpreting the technical portion of the Contract Documents, deciding on matters relating to the execution and progress of the Work and evaluating the Company's performance. The JEA Engineer may stop the Work when deemed necessary by JEA. The JEA Engineer will receive and adjudicate any claim of ambiguity or error in the technical portion of the Contract Documents and shall reduce any determination to writing, and the decision shall be final and binding. The JEA Engineer is not a party to the Contract. The JEA Engineer has no authority to approve changes to the Work or Contract, or to commit JEA to any expenditure of money except as expressly designated in writing by the JEA Project Manager.

## 2.29) JEA Inspector

The individual(s) or company(ies) designated by the JEA Project Manager to inspect and test the Company's performance and Contract compliance including materials, workmanship, safety, environmental compliance, JSEB compliance, project controls, administration and accounting, and other aspects of Contract compliance. The JEA Inspector has no authority to approve changes to the Work or Contract, or to commit JEA to any expenditure of money except as expressly designated in writing by the JEA Project Manager.

## 2.30) JEA Project Manager

The individual assigned by JEA to have authority to administer the Contract, including the authority to issue Change Orders.

#### 2.31) **JSEB**

The City of Jacksonville Small and Emerging Business Enterprises as defined in Chapter 126, Part 6 of the City of Jacksonville, Ordinance Code, as may be amended from time to time.

### 2.32) Lump Sum Bulk Bid Price

The total amount payable to the Company under the Contract Documents for performing the bulk bid Work.

#### 2.33) Milestone

A point in time representing a key or important intermediate event in the Work. A Milestone is to be capable of validation by meeting all of the items prescribed in a defining checklist as agreed to in writing by JEA.

### 2.34) Notice to Proceed

The written notice, duly authorized and delivered by JEA that authorizes the Company to begin the Work. The Notice to Proceed is normally issued in the form of a Purchase Order, unless otherwise specified in the Contract Documents.

## 2.35) Overtime

Work approved in writing by the JEA Project Manager that is required to be performed beyond an employee's scheduled workday or work week, including Work performed on Holidays.

# 2.36) Payment and Performance Bond

The common-law Performance Bond and the statutory Payment Bond contemplated by Section 255.05, Florida Statutes in the form required by JEA.

### 2.37) Pre-Work Meeting

A meeting conducted after Award and prior to the start of any Field Work between JEA and the Company. The purpose of the meeting may include, but is not limited to orientation, schedule, certification and permitting, and other preparatory or Work execution details

## 2.38) Performance - Meets Expectations

The Company averages more than 2.9 and less than 4.0 across all performance scorecard evaluation metrics.

# 2.39) Performance - Below Expectations

The Company averages less than 2.80 across all scorecard evaluation metrics or scores a 2 or less on an individual evaluation metric.

## 2.40) Performance - Exceeds Expectations

The Company averages 4.0 or more across all scorecard evaluation metrics.

# 2.41) Purchase Order (PO)

A commercial document issued by JEA, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA. Sending a PO to a Company constitutes a legal offer to buy products or services. The words "Purchase Order" are clearly marked across the top, a PO number is used for reference and invoicing purposes, includes an authorized JEA signature, and states the dollar amount of the lawfully appropriated funds.

## 2.42) Quality Assurance

Actions that JEA takes to assess the Company's performance under the Contract.

## 2.43) Quality Control

Actions that JEA takes to assess the Company's performance under the Contract.

# 2.44) Response

The document describing the Company's offer submitted in response to this Solicitation.

### 2.45) Respondent

The respondent to this Solicitation.

## 2.46) Schedule

All documentation related to the planning and scheduling of the Work as described in these Terms and Conditions.

### 2.47) Shop Drawings

Drawings, electronic and hard copy, that detail the fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and method of construction as may be required to show the JEA Engineer that the proposed materials, equipment or systems and the position thereof are in compliance with the requirements of the Contract Documents.

### 2.48) Solicitation

All documents issued by JEA to solicit Responses from Respondents including, but not limited to, all documents required to be submitted by a Respondent in connection with this Solicitation, the Technical Specifications, and any Addenda to the Solicitation issued by JEA.

## 2.49) Subcontractor

A legal person, firm, corporation or any other entity that provides a portion of the Work to JEA on behalf of the Company, or provides supplies or materials in connection with the Work.

# 2.50) Substantial Completion

The time when JEA determines that the Work (or a specified part thereof) is substantially complete, in accordance with the Contract Documents. Additionally, all work other than incidental corrective and incidental punch list work items shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required regulatory permits and approvals have not been issued, or if all vehicular and pedestrian traffic routes affected by the Work have not been restored. The date of Substantial Completion shall be established in writing by JEA. Recognition of the Work as Substantially Complete, as evidenced by issuance of a Certificate of Substantial Completion, does not represent JEA's Acceptance of the Work.

# 2.51) Supplemental Work Authorization

A written order, issued at the sole discretion of the JEA Representative, which incorporates cost or schedule changes into the Contract. The SWA shall be used for increases or decreases in the Contract Price within the SWA amount set forth on the Bid Form, or to make changes in the schedule for performance of the Work, or to authorize the Company to perform changes in the Work.

#### 2.52) Task Order

A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents.

#### 2.53) Term

The period of time during which the Contract is in force.

### **Unit Price**

The Company charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work or Services as defined on this Solicitation.

#### 2.55) Work

Any and all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and other deliverables to be furnished or performed by the Company under the Contract, together with any and all additional such deliverables that are not specifically provided in the Contract, but can be reasonably inferred as necessary to complete the Company's obligations under the Contract.

#### 2.56) **Work Location**

Work shall be performed at the following location(s): SEE TECHNICAL SPECIFICATIONS

#### 2.57) **Order of Precedence**

The Contract shall consist of all of the following documents which, to the extent of any conflict, shall have priority in the order listed below:

- I. Contract Amendments
- II. Executed Contract Documents
- III. Addenda
- This Solicitation, including all Appendices, Exhibits and Attachments to this Solicitation IV.
- V. Company's Response
- JEA's Purchase Order VI.

Per our quote, please see the progress milestones for this project:

- Payment Terms: Net 30 - 10% Upon award
- 25% Upon transmittal of engineering drawings
- 35% Upon receipt of major material at CEMTEK factory
- 30% Upon shipment of equipment
- Field Services to be billed upon completion of each service

# **Invoicing and Payment Terms**

Within sixty (60) days from completion of the Work, the Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following email address: ACCTPAYCUSTSRV@JEA.COM.

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

JEA may reject any Invoice or Application for Payment within 20 calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within ten (10) days.

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

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

#### **JEA Contractor Travel Policy** 2.59)

To the extent the Company's fees include reimbursement for travel and travel related expenses, only the authorized expenses described here in will be reimbursed. The Company must request approval in writing from the JEA Project

Manager for all travel for a specific person on official JEA business prior to commencement of travel. JEA will only reimburse the Company for actual cost of travel expenses that are documented with receipts submitted with the expense statement (the "Traveler"). The Traveler shall choose the most economical means of transportation, considering the nature of the business, the Traveler's time, cost of transportation, meals, lodging and incidental expenses required. Reimbursement shall be made only for travel performed over usually regularly traveled routes to the destination. When travel is by indirect route for the Traveler's own convenience, reimbursement for expenses shall be based only on such charges as would have been incurred over the usually traveled route.

# **Authorized Expenses:**

# **Airplane**

Travel by common carrier shall be reimbursed at the lowest coach fare rate available (except that the first class rate is authorized if coach fare is not available). Reservations for a Saturday night stay over are encouraged if it results in a net savings after considering all incremental travel related expenses.

Reimbursement for rented aircraft shall be based on the hourly rental rate for the aircraft, including fuel, if the cost of renting the aircraft can be demonstrated to be less than the lowest available common carrier coach fare.

A copy of the itinerary showing the cost must be submitted along with the expense statements.

#### **Private Automobiles**

If the total miles from the departure point to destination exceeds 400 miles round trip, the mileage reimbursement for use of a private motor vehicle shall be limited to the lesser of:

- I. IRS-authorized mileage rates described in Section 106.706 of the Ordinance Code, City of Jacksonville; or
- II. the lowest airline common carrier coach fare available to the nearest airport plus IRS-authorized mileage rate per mile from the airport to the destination.

If travel is by private automobile, reimbursement shall be based on IRS authorized mileage rate in existence at the time of travel. All mileage shall be completed from the constructive point of origin to the point of destination. Vicinity mileage incurred while driving on official business may also be reimbursed. No other reimbursement for expenses related to the operation, maintenance and ownership of a vehicle shall be allowed when a private motor vehicle is used on public business.

#### Car Rental

Rental cars shall be approved only if taxis or other means of transportation are less economical or otherwise impractical.

Every effort shall be made to coordinate travel so that Travelers share a rental car and thereby eliminate multiple cars at the same location. Travelers shall use the intermediate or midsize class vehicles unless the number of passengers or the volume of equipment makes the intermediate/midsize class impractical. Personal accident insurance purchased by the traveler will not be reimbursed by JEA.

A copy of itemized rental car charges will be made and submitted with the expense statement.

### Lodging

Reasonable reimbursement will be made for the cost of overnight lodging when a Traveler is away from his/her place of residence. Travelers shall select lodging, which is the most economically available, consistent with the duties being performed. Travelers will be reimbursed for a single room rate; double occupancy rates may be obtained if two Travelers share a room.

Travelers must document all lodging expenses with itemized statement and paid receipt from lodging facility. A copy of the receipt must be submitted with the expense statement. Personal expenses such as entertainment, in-room movies, in-room services, in-room concessions (i.e., mini-bar charges) and other personal charges will not be reimbursed.

## Meals

Reimbursement is authorized for meals for all travelers while in a business travel status at the Federal Meal Pre-Diem for Jacksonville which can be found at Per diem rates | GSA.

# **Incidental Transportation Expenses**

The following expenses incidental to transportation of the Traveler may be reimbursed:

- I. Taxi fare
- II. Ferry fares, bridge, rail and tunnel tolls
- III. Storage and parking fees
- IV. Valet parking may be selected when there is not a more economical means of parking or where less economical options present a safety concern. Justification for the use of valet parking must be provided.
- V. One of the long-term (non-valet) airport parking options (vs. hourly parking) must be utilized for approved travel greater than 24 hours.
- VI. Reasonable gratuities for services incurred at a cost (not to exceed 20% of the cost of the service or to exceed the total subsistence allowance in the case of meals)
- VII. Reasonable gratuities for services incurred without a cost (limited to \$10 per day) (receipt not required, but service justification must be indicated)

## 2.60) JSEB -Invoicing and Payment

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the payment terms for participating JSEB firms shall be the same or better than the payment terms the Company receives from JEA, except that in all cases JSEB firms shall be allowed to submit invoices to the Company at least bimonthly, and the Company shall pay proper invoices no later than 3 days after its receipt of JEA payment. The Company shall obtain written approval from the JEA Project Manager and JEA Manager Supplier Diversity Programs prior to withholding any payment from JSEB firm.

The Company will be required to self-report all payments made to the JSEB certified firms. The payment data will be entered into the B2Gnow JSEB Compliance & Diversity Outreach System (JCDOS) located at the following website: <a href="https://jea.gob2g.com/">https://jea.gob2g.com/</a>. This system tracks contract payments made by the Company to any subcontractor (i.e. JSEB or Diverse Business), the timeliness of those payments and the payments JEA makes to the Company.

The Company is required to submit the monthly payments made to the JSEB certified firms by the audit date of the 30<sup>th</sup> of each month, for the life of the contract and respond to any requests for information within the B2Gnow JSEB Compliance & Diversity Outreach System (JCDOS). The JCDOS must be checked frequently.

The Company and JSEB certified firms will be provided with access information for the JCDOS post the contract award. B2Gnow provides vendor training, and additional information can be obtained by contacting JEA's Manager Supplier Diversity Programs.

# 2.61) Prompt Payment to Subcontractors, Sub-Subcontractors and Suppliers

When the Company receives payment from JEA for labor, services or materials furnished by Subcontractors and suppliers that are hired by the Company, the Company shall remit payment due (less proper retainage) to those Subcontractors and suppliers within 10 days after the Company's receipt of payment from JEA. Nothing herein shall prohibit the Company from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its Subcontractors and suppliers. In the event of such dispute, the Company may withhold the disputed portion of any such payment only after the Company has provided written notice to JEA and to the Subcontractor and supplier whose payment is in dispute, stating the amount in dispute and specifically describing the actions required to cure the dispute. The Company shall deliver such notice to JEA and to the said Subcontractor or supplier within 10 days following the Company's receipt of payment from JEA. The Company shall pay all undisputed amounts due within the time frames specified herein. JEA shall not be liable for fees incurred by the Company as a result of late payments made to a subcontractor or supplier.

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

Company a 0.2% daily late payment interest charge or charges as specified within the Florida Statutes, whichever is greater.

### 2.62) Certificate of Contract Completion and Final Payment

Company shall complete and submit to JEA the Certificate of Contract Completion, which can be found on jea.com, as notice that the Work, including the correction of all deficiencies outlined in the Punchlist, are complete.

By submitting the certificate, the Company certifies the following:

- 1. the Work, including all Punchlist items, has been satisfactorily completed; and
- 2. no liens have attached against the property and improvements of JEA; and
- 3. no notice of intention to claim liens are outstanding; and
- 4. no suits are pending by reason of the Work; and
- 5. all workers' compensation claims known to the Company have been reported to JEA; and
- 6. the surety provides a release; and
- 7. all warranties, equipment manuals and other documentation have been provided; and
- 8. no public liability claims are pending.

The Company shall submit its final Invoice with the completed Certificate of Contract Completion. JEA shall make Final Payment in accordance with the Contract. Final Payment includes payment of any retainage held.

## 2.63) Cost Savings Plan

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

# 2.64) Discount Pricing

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

I. -1% 20, net 30

II. -2% 10, net 30

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

#### **2.65)** Offsets

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

### **2.66)** Taxes

JEA is municipally owned utility and is exempt from paying Florida Sales and Use Tax, and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption. Additionally, pursuant to Florida Statute 212.08(5) (c) 3, if Company or Subcontractor is buying materials for JEA's electric generating stations, other than Northside Unit 3, JEA can issue the Company or Subcontractor an affidavit that will allow Company or Subcontractor to purchase materials tax free on behalf of JEA.

## 2.67) Work Information

In the event the Company requires additional information regarding the scope, technical specifications, Work Locations, personnel requirements, or other information pertinent to the Work or Contract, the Company shall request such information or clarifications from the JEA Project Manager in writing.

#### 2.68) Quantities

Where the total on the Company's Response was based on estimated quantities, prior to making final payment, JEA will determine actual quantities using sampling, surveying and other industry recognized means and prepare a Change Order adjusting the Contract Price to reflect actual volumes.

The Company shall immediately notify the JEA Project Manager in writing of any unauthorized change in the scope of the Work or significant change in the quantities of the Work that may increase the Contract Price, require an extension of Work schedule, or negatively impact permitting or other regulatory requirements.

## 2.69) Company's Request for a Change to the Work or Schedule

To request any change in the Work including, but not limited to, changes in scope, quantities, price, or schedule, the Company shall submit a written request in the form of a Request for Information ("RFI") to the JEA Project Manager within ten (10) business days from the date that the event that prompted the change was discovered or should have been discovered. The RFI shall contain sufficient information regarding the nature of the requested change, including an itemized estimate of cost, either positive or negative, in relation to the change, and any effect on contract time which is related to the changed condition, and work descriptions and other information necessary to evaluate the merits of the change. The JEA Project Manager may reject RFI's which do not provide sufficient supporting information. Upon receipt of the Company's RFI, the JEA Project Manager will provide written direction as to the procedures that will be used to address the request. JEA shall have the right to approve or disapprove any RFI, request or claim for change as it deems necessary and in its best interests consistent with the other Contract requirements. Where JEA and the Company are unable to reach a mutually acceptable resolution for the RFI, JEA will make a commercially reasonable determination which shall be final.

# 2.70) Change of Lump Sum Bulk Bid Price

All duties, responsibilities and obligations assigned to or undertaken by the Company in performing the Work described in the Contract shall be at the Company's expense without change to the Lump Sum for Complete Scope of Work as indicated on Exhibit A/Bid Form (hereinafter referred to as "Lump Sum Bulk Bid Price").

If the Company is entitled by the Contract Documents to make a claim for an increase in the Lump Sum Bulk Bid Price, the Company shall make such claim in writing, delivered to JEA within 10 business days of the occurrence of the event giving rise to the claim.

In all claims for adjustments in the Lump Sum Bulk Bid Price, JEA's determination shall be final. Any change in the Lump Sum Bulk Bid Price resulting from such claim shall only be made by a JEA Change Order. In the event that Unit Prices or labor, equipment and materials (L.E.M.) rates contained in the Contract Documents are applicable to the value of any Work associated with a claim for increase or decrease in the Lump Sum Bulk Bid Price, the change shall be documented in a JEA Change Order and the change amount shall be determined in one of the following ways:

- I. Unit Prices Established by JEA Third Party Contracts: Where the quantities of the claim are covered by established Unit Prices contained in third party JEA Unit Price Contracts, the Unit Prices and L.E.M. rates contained in these contracts will be applied to the quantities stated in Company's claim.
- II. Unit Prices Not Established: In the event that Unit Prices or L.E.M. rates are not applicable to Company's claim, the Company shall submit an itemized breakdown of costs, in the form prescribed by JEA, for each of the subcontracts involved and for the Company's cost, the change shall be documented in a JEA Change Order, and the change amount shall be ultimately determined by JEA in one of the following ways:
  - A. by mutual acceptance of the lump sum amount; or
  - B. by actual cost and a mutually acceptable fixed amount for overhead and profit.

Estimated quantities will be adjusted to final quantities prior to Final Payment. JEA will compute the final quantities of JEA Change Order based upon measurements or surveys provided by JEA.

# 2.71) Initiation of a Change by JEA

When it is in JEA's best interest, the JEA Project Manager may request that the Company provide pricing information to accommodate a requested change in the Work, including a change to the scope of Work, quantity, schedule or completion date. Upon the written request by JEA, the Company shall submit a cost estimate, including all pricing

elements requested by JEA. The Company shall not proceed with any changes to the Work until such change is authorized in writing.

### 2.72) Effectiveness of a Change Order

Any change in the Contract resulting from the RFI will be incorporated into the Contract through the use of a Change Order, Supplemental Work Authorization or Purchase Order. Whether requested by the Company, claimed by the Company, or contemplated by JEA, no change shall be authorized and effective unless made through an approved Supplemental Work Authorization (SWA) or on a JEA Change Order signed by the JEA Project Manager or through a formal written amendment to this Contract. All Work defined on Change Orders shall be subject to the conditions of the Contract, unless specifically noted on the Change Order.

# 2.73) Warranty (Construction) Please see added language for Warranty. (Comments added)

Unless otherwise stated herein, the Company unconditionally warrants to JEA for a period of not less than 2 years from the date of issuance of the Certificate of Substantial Completion, that all Work furnished under the Contract, including but not limited to, materials, equipment, workmanship, and intellectual property, including derivative works will be:

- performed in a safe, professional and workman like manner; and
- free from Defects in design, material, and workmanship; and
- fit for the use and purpose specified or referred to in the Contract; and
- suitable for any other use or purpose as represented in writing by the Contractor; and
- in conformance with the Contract Documents; and
- · merchantable, new and of first-class quality.

The Company warrants that the Work shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards. If the Work fails to conform to such laws, rules, standards and regulations, JEA may return the Work for correction or replacement at the Company's expense, or return the Work at the Company's expense and terminate the Contract.

If the Company performs services that fail to conform to such standards and regulations or to the warranties set forth in the first paragraph of this Section, the Company shall make the necessary corrections at Company's expense. JEA may correct any services to comply with standards and regulations at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time after notice of the Defect from JEA.

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

If, within the warranty period, JEA determines that any of the Work is defective or exhibit signs of excessive deterioration, the Company at its own expense, shall repair, adjust, or replace the defective Work to the complete satisfaction of JEA. The Company shall pay all costs of removal, transportation, reinstallation, repair, and all other associated costs incurred in connection with correcting such Defects in the Work. The Company shall correct any Defects only at times designated by JEA. The Company shall extend the warranty period an additional 12 months for any portion of the Work that has undergone warranty repair or replacement, but in no case shall the maximum warranty period be extended beyond thirty six (36) months.

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

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

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

Note that JEA intends to perform a warranty inspection prior to the expiration of the warranty period. JEA will notify the Company and the Company Representative shall attend the inspection. All discrepancies identified at said inspection shall be corrected by the Company within a reasonable timeframe.

# 2.74) Warranty (Specialized)

The Company warrants the Work (also referred to herein as "Parts" and/or "Services") to JEA that (i) the Parts shall be free from defects in material, workmanship and title and (ii) the services shall be performed in a safe, competent, diligent manner, all in conformance with the Contract Documents.

Unless otherwise stated in the Contract Documents, the warranty period for parts shall be one year from first use or 18 months from delivery of parts, whichever occurs first, and the warranty period for services shall be one year from completion of services.

The Company warrants that the parts and services shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards, all as in effect at date of Contract. If the parts or services fails to conform to such laws, rules, standards and regulations, JEA may return the parts for correction or replacement at the Company's expense, or return the parts at the Company's expense and cancel the Contract. If the Company performs services that fail to conform to such standards and regulations the Company shall make the necessary corrections at Company's expense. JEA may correct services to comply with standards and regulations at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time.

## 2.75) Warranty Remedies

If the Work (also referred to herein as "Parts" and/or "Services") do not meet the above warranties within the applicable warranty period, JEA shall promptly notify Company. Company shall thereupon (i) at Company's option, repair or replace the defective Parts or (ii) re-perform the defective Services. If in Company's reasonable judgment the Parts cannot be repaired or replaced or the Services cannot be reperformed, Company shall refund or credit monies paid by JEA for that portion of Parts or Services that do not meet the above warranties. Any repair, replacement or reperformance by Company hereunder shall carry warranties on the same terms as described herein, except that the warranty period shall be (a) the remaining balance of the original warranty period, or (b) a period of 18 months from the date of such repair, replacement or reperformance, whichever period ends later. In any event, the warranty period and Company's responsibilities set forth herein for such repair, replacement or reperformance shall end no later than 18 months after expiration of the applicable original warranty period. JEA shall bear the costs of access (including removal and replacement of systems, structures or other parts of JEA's facility), de-installation, decontamination, reinstallation and transportation was included in the Work.

These warranties and remedies are conditioned upon (a) proper storage, installation, operation, and maintenance of the Parts and conformance with the proper operation instruction manuals provided by Company; (b) JEA keeping reasonable records of operation and maintenance during the warranty period and providing Company access to those records, and (c) modification or repair of the Parts or Services only as authorized by Company. Company does not warrant the Parts or any repaired Parts against normal wear and tear or damage caused by misuse, accident, or use against the advice of Company. Any modification or repair of any of the Parts or Services not authorized by Company shall render the warranty null and void.

#### 2.76) Performance of the Work

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the acts required of it hereunder, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound. The Company warrants that all items provided under the Contract shall be free from Defect and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards

of the industry. The Company warrants that the Work will meet the functional and performance requirements defined in the Contract.

# 2.77) Indemnification

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

## 2.78) Environmental Indemnification

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

# 2.79) Insurance

Before starting the Work, and without further limiting its liability under the Contract, Company shall procure and maintain throughout the Term at its sole expense, insurance of the types and in the minimum amounts stated below:

#### Workers' Compensation

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

## Commercial General Liability

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

#### Automobile Liability

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

#### Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$1,000,000 each occurrence and annual aggregate.

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

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

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under the Contract, certificates evidencing the maintenance of the insurance shall be uploaded to JEA's ISupplier Portal which can be found at iSupplier Procurement and Accounts Payable Portal | JEA

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

It shall be the sole responsibility of Company to ensure that any Subcontractors performing work for Company are properly insured against any claim, action, loss, damage, injury, liability, cost and expense (including, but not by way of limitation, reasonable attorney's fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Subcontractors.

#### 2.80) Title and Risk of Loss

Ownership, risks of damage to or loss shall pass to JEA only upon Acceptance. The Company shall retain the sole risk of loss to the Work up to and including the time of Acceptance. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage.

# 2.81) Suspension of Work

JEA may suspend the performance of the Work, in whole or in part, by providing Company with five days' prior written notice of such suspension. In the event of a suspension of Work, the Company shall resume performance of the Work when and to the extent directed in writing to do so by JEA.

Suspension of Work shall not affect any other rights or remedies JEA may have under this Solicitation and the Contract.

### 2.82) Acceptance of Work - Receipt, Inspection, Usage and Testing

The JEA Project Manager will make the determination when Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing, and after adequate time to ensure Work is performed in accordance with Contract Documents. JEA will reject any items delivered by Company that are not in accordance with the Contract, and shall not be deemed to have accepted any items until JEA has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the items has become apparent. JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Acceptance by JEA, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

### 2.83) Delay in Acceptance

JEA may delay delivery or acceptance of goods in the event of any unforeseen event. The Company shall hold the goods pending JEA's direction, and JEA will be liable only for direct increased costs incurred by the Company by reason of JEA's instructions.

#### **2.84)** Delays

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall be extended for a period of equal to any time lost due to such prevention or delay.

## 2.85) No Damage for Delay

Damage, loss, expense or delay incurred or experienced by the Company in the prosecution of the Work by reason of unforeseen circumstances, unanticipated difficulties and obstructions, bad weather, or other mischances that are generally considered to be a part of the usual hazards associated with Work, shall be borne entirely by the Company and shall not be the subject of any claim for additional compensation or change in Approved Schedule.

The Company agrees that its sole remedy for any claims, damages or losses related to any delay, disruption or hindrance alleged to be caused by JEA or any of JEA's agents or other contractors, shall be an extension of the Contract completion date.

Any demand for equitable time adjustment must be served in writing to JEA within five days of the event giving rise to the delay, disruption or hindrance. Any request for an equitable time adjustment shall be accompanied by a logical time impact analysis, demonstrating the nature and magnitude of the event to the critical path.

Failure to strictly comply with these requirements shall be deemed a waiver of any right to seek equitable time adjustment.

In the event the "no damage for delay" clause is inapplicable, there shall be no recovery for home office overhead and any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

### 2.86) Force Majeure

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

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

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

# 2.87) Unforeseen Conditions

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

In the event that the Work must be changed due to the Company's failure to fulfill the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition. In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed in a Change Order or an amendment to the Contract executed by JEA and Company. Any Work the Company performs prior to receipt of such Change Order or approved Contract amendment will be at the Company's sole risk.

#### 2.88) Term of Contract

The Contract shall commence on the effective date of the Contract and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein until project completion.

The Contract shall be contingent upon the existence of lawfully appropriated funds for the Contract. Certain provisions of the Contract may extend past termination including, but not limited to, Warranty and Indemnification provisions.

JEA's cancellation of the contract shall be subject to a cancellation schedule.

# 2.89) Termination for Convenience

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

10% Within 30 days after receipt of order (ARO)

25% Within 31-45 days ARO 50% Within 46-130 days ARO

75% Within 131-160 days ARO

In the event of termination for convenience, JEA will pay the Company for all Work performed by the Company prior to the termination date.

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

JEA shall have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, or any resulting change in business condition.

### 2.90) Actions After Termination

Immediately upon termination or expiration of this Contracts, Company must return to JEA all materials, documents and things used by Company and belonging to JEA, including proposals, computer files, borrower files, building keys, and any other property or information regarding continued business compliance or goodwill, whether in electronic or hard-copy form.

Furthermore, upon JEA's request, Company shall certify in writing that all of the foregoing documents or materials, including archival or backup copies, whether in electronic or hard-copy form, have been returned to JEA, deleted from any computer system, or otherwise destroyed.

#### 2.91) Self Help

Within thirty (30) business days after being notified by JEA in writing of defective work, unacceptable work or failure to perform any portion of the work required by this Contract, if the Company fails to correct such work or perform such work, JEA may cause the unacceptable or defective work to be corrected or perform the work. If JEA undertakes to correct the work or perform the services, JEA shall be entitled to set off against and deduct from any monies due, or which may become due to the Company, the reasonable cost incurred by JEA. If the corrective work or services cannot reasonably be completed within such thirty (30) business day period, and the Company immediately begins corrective work or services, and JEA reasonably determines that the Company is diligently pursing completion of such corrective work or services, JEA agrees to allow the Company to complete correction of the defective or unacceptable work or perform services within a reasonable period of time.

If the Company fails to reimburse monies due to a subcontractor in accordance with the timelines provided in the Florida Prompt Payment Act, after determining the Company's negligence, JEA reserves the right to reimburse the subcontractor and set off against and withhold such monies from payments due to the Company. All costs and expenses incurred by JEA pursuant to this Section shall be deducted by JEA from monies due, or which may become due, to the Company for performance of the work or services and its obligations herein. This provision is cumulative to all other provisions of the Contract and it is not intended that any deductions in payment taken pursuant to this Section shall diminish or waive JEA's right to declare the Company in default in accordance with applicable provisions of the Contract or to exercise any other right or remedy available to JEA.

### 2.92) Data Obligations at Termination or Suspension of Contract

In the event of the Contract expiration or termination, the Company shall implement an orderly return of JEA's data in a mutually agreeable format at a time agreed to by JEA and the Company, or upon JEA's request, the Company shall secure the disposal of all JEA data. During any period of service suspension, the Company shall not take any action to intentionally erase any JEA data or its customers. In the event of termination of any services or the Contract in its entirety, the Company shall not take any action intentionally to erase any data of JEA or its customers except as mutually agreed upon in writing by the Company and JEA. Upon JEA request, the Company shall securely dispose of all request data in all its forms.

We will provide the contact information of the project team servicing

your account within 7 business days following the receipt of the

## 2.93) Company Representatives

The Company shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Work under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

Purchase Order.

# 2.94) Company Review of Project Requirements

The Company shall review all requirements and specifications prior to commencing Work. The Company represents that its total Response Price and the schedule for the execution of the Work are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

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

## 2.95) Coordination of Services Provided by JEA

The JEA Project Manager, or other designated JEA Representative, will, on behalf of JEA, coordinate with the Company and administer the Contract. It shall be the responsibility of the Company to coordinate all assignment related activities with the designated JEA Representative. A JEA Representative will be assigned to perform day-to-day administration and liaison functions, and to make available to the Company appropriate personnel, to the extent practical, and to furnish records and available data necessary to conduct the Work. The JEA Representative will also authorize the Company to perform work under the Contract.

#### 2.96) Work Schedules

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

The Company shall, at no additional cost to JEA, increase or supplement its working force and equipment and perform the Work on an overtime or multiple shift basis when directed by JEA and upon notification that the Company is behind schedule. The Company shall submit a revised schedule in writing demonstrating the Company's schedule recovery plans.

The Company understands and agrees that the rate of progress set forth in the Approved Schedule already allows for ordinary delays incident to the Work. No extension of the Contract Term will be made for ordinary delays, inclement weather, or accidents, and the occurrence of sch events will not relieve the Company from requirement of meeting the approved schedule.

# 2.97) Unauthorized Work

JEA will consider any Work performed beyond the lines and grades shown on the Contract or as given, or any extra Work performed without written authority or consent by JEA, JEA will not pay the Company for such Work. If so

ordered by the JEA Project Manager, the Company shall remove such unauthorized Work and properly replace and repair as necessary at the Company's own expense.

### 2.98) Vendor Performance Evaluations

#### **Use of Vendor Performance Evaluation Scorecards**

JEA may evaluate the Company's performance using the Vendor Performance Scorecard templates which are available online at jea.com. However, JEA is not required to use scorecards to terminate a contract.

When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Vendors are scored on a scale from 1 to 5:

- 5 Far Exceeds Expectations
- 4 Exceeds Expectations
- 3 Meets Expectations
- 2 Below Expectations
- 1 Far Below Expectations

The Scorecard averages all the scores for each criterion. If a Vendor scores a 3 or higher, they are considered to at least Meet Expectations.

### Frequency of Evaluations

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

## **Scoring - Meets Expectations**

JEA expects the Company's performance to be at a minimum evaluated as "Meets Expectations".

# **Scoring - Below Expectations**

If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Below Expectations or Far Below Expectations, the Project Manager may first meet with the Company and issue a deadline for the Company to be back in compliance with the Contract.

If the Company fails to achieve Contract compliance, the Chief Procurement Officer or her designated alternate may meet with the Company to review the scorecard and/or send a Notice to Cure letter to the Company describing the deficient performance. The Company shall respond as requested and shall also include in its response a statement of the timeframes and specific actions that the Company will take to bring the Company's performance up to at least Meets Expectations.

The Company's performance may again be evaluated by the JEA Project Manager and if the Company is evaluated as at least Meets Expectations, no further remedial action is required by the Company, as long as Company's performance continues to be at Meets Expectations.

If the scorecard shows the Company's performance is Below Expectations or Far Below Expectations, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, invoking the Self Help clause, and other remedies available in the JEA Procurement Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving a Below Expectations scorecard, JEA may choose to slow down or accelerate these cycles at its sole discretion.

If the Company receives five or more letters of performance deficiency within any 12-month period, then JEA will consider suspending the Company's JEA bidding privileges.

### **Disputes**

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

#### **Public Records**

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

# 2.99) Obligations of the Company & Subcontractor Supervision

The Company shall provide everything necessary to successfully complete the Work except the materials and services specifically stated in the Contract to be provided by JEA. No payments, other than those shown in the Company's Response, will be made to the Company for performance of any requirements of the Contract Documents. The Company shall perform all Work in accordance with the Contract Documents and the applicable JEA standards manuals, safety manuals, policies, accepted commercial work practices, local, state, and federal, rules regulations and laws which may be amended from time to time. The Company shall provide all permits, certifications, insurances, and bonds necessary or required by good practice, except where specifically stated in the Contract to be provided by JEA.

The Company's personnel shall perform all Work in a professional, efficient, and competent manner. The Company is obligated to provide personnel possessing the skills, certifications, licenses, training, tools, demeanor, motivation, and attitude to successfully complete the Work. The Company is obligated to remove individuals from performing Work under this Contract when the Company recognizes an individual to not be working in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined an individual or group of individuals to not be working in a manner consistent with the requirements of this Contract. The Company is obligated to ensure that their officers and executives interact with JEA, JEA customers, whether direct or indirect customers of JEA, with the utmost level of professionalism and integrity.

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

The Company is obligated to ensure that sufficient supervision of the Work is provided. This includes ensuring that the appropriate Company Representative is at the Work Location when Work is being performed.

The Company shall bear sole responsibility for the efficiency, adequacy and safety of the performance of the Work, including temporary Work and facilities, until Acceptance. The Company shall be solely responsible for any loss or damage to materials, tools, labor, and equipment used during the performance of, or in connection with, the Work. Any JEA verbal comments or approval regarding the Company's performance, materials, working force, or equipment will not relieve the Company of any responsibility.

## 2.100) Qualifications of Employees, Subcontractors, and Agents

All employees, subcontractors and agents of the Company performing work under the Contract shall be properly trained and qualified. Upon request, Company shall furnish a copy of a technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of JEA and with all controlling laws and regulations relevant to the services they are providing under the Contract.

The Company shall take all actions necessary to ensure that the Company's employees, subcontractors and agents are not considered employees of JEA. Such actions include, but are not limited to, ensuring that Company's employees,

subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than JEA.

## 2.101) JEA Access Badges

If the Work requires an individual to access JEA's facilities or properties, the Project Manager or other JEA Representative will determine whether or not such individual must have a JEA access badge prior to accessing JEA facilities or properties. This determination will be made based upon the business need and in accordance with JEA's applicable security policies and procedures. In no event shall individuals share JEA access badges.

Individuals issued an access badge must adhere to all of JEA's security badge usage policies and procedures. Violation of the provisions of this Section or any of JEA's security policies may result in immediate termination of the Contract.

In particular, JEA shall be notified within 24 hours of a lost or stolen JEA access badge or when an individual leaves the Company or any subcontractor. The Company will bear any costs associated with issuance, and production, of any lost or stolen JEA access badge. The Company is required to report all badge loss, or termination, notifications to the JEA Representative and JEA Security. JEA Security can be contacted at (904) 665-8200 and <a href="mailto:security@jea.com">security@jea.com</a>. Failure to make the reports required in this paragraph may result in significant regulatory fines and penalties. The Company shall be responsible for all such costs and JEA shall have the right to immediately terminate the Contract.

The provisions in this Section shall apply to Company's Subcontractors and agents performing any of the Work and shall be included in Company's contracts with its Subcontractors for any part of the Work.

## 2.102) Background Checks and Other Security Policies

The Company, at its expense, shall conduct appropriate background checks and screen each individual who will provide services to JEA as a part of the Work or who will have access to JEA's computer systems, either through onsite or remote access. The minimum background screening process shall include, but not be limited to, the following checks:

- I. Social Security Number (SSN) Trace;
- II. Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Database, Federal Criminal):
- III. Background checks undertaken by JEA for its own employees who have duties similar to the duties of the Company's employee(s); and
- IV. Background checks which may be required pursuant to applicable background screening policies adopted by JEA from time to time.

The background screening must be conducted prior to the employee providing any services or performing any Work for JEA. JEA has the right to require more regular background checks and has the right to require that the Company provide background check results to JEA. JEA shall have the right to audit the Company's background check process to ensure compliance with JEA standards. If, at any time, the Company discovers that an individual providing services to JEA as a part of the Work has a criminal record that includes a felony or misdemeanor, the Company shall immediately inform JEA and JEA will assess the circumstances surrounding the conviction, time frame, nature, gravity and relevancy of the conviction to the job duties. JEA, in its sole discretion, shall determine whether the individual will be placed on, or terminated from, a JEA assignment. Additionally, all individuals providing services to JEA shall have the responsibility to self-disclose any misdemeanor or felony conviction that occurs while assigned to JEA within three business days of the conviction. If the Company learns of any such conviction, the Company shall notify JEA immediately. The Company shall comply with all applicable laws and regulations governing the conduct of background checks, including but not limited to the Fair Credit Reporting Act (FCRA). Failure of the Company to comply with the terms of this paragraph may result in immediate termination of its contract with JEA.

#### 2.103) Data Ownership, Protection and Location

JEA shall own all right, title and interest in all data of JEA and JEA's customers that is related to the Work. The Company shall only access JEA's data and JEA's customers' accounts and data if (i) required to provide the Work, (ii) required in response to service or technical issues, (iii) required by the express terms of the Contract, or (iv) at JEA's written request. Protection of personal privacy and data shall be an integral part of the Work to ensure that there is no inappropriate or unauthorized use of data of JEA or JEA's customers at any time.

The Company shall safeguard the confidentiality, integrity, and availability of all data of JEA and its customers and comply with the following:

The Company shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against the unauthorized access, disclosure or theft of Personal Data or Non-Public Data. For the purposes of the Contract, "Personal Data" shall mean data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information: government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information including account number, credit or debit card numbers; or protected health information relating to a person. Non-Public Data shall mean data, other than Personal Data, that is not subject to distribution to the public as public information and is deemed to be sensitive and confidential because it is exempt by statute, ordinance or administrative rule from access by the general public as public information;

All data obtained by Company under the Contract shall become and remain the property of JEA:

- I. All Personal Data and Non-Public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise agreed in writing by JEA and the Company, the Company shall be responsible for encryption of the Personal Data and non-Public Data;
- II. At no time shall any Personal Data or Non-Public Data of JEA or its customers be copied, disclosed or retained by the Company or any party related to the Company for subsequent use in any transaction that is not a part of the Work to be provided under the Contract;
- The Company shall not use any Personal Data, Non-Public Data or any other information III. collected in connection with the Contract for any purpose other than providing the Work; The Company will prevent its employees, other than employees with a need to know, from gaining access to JEA's data and information. The Company will direct and take all reasonable steps to insure that any Company employee who encounters any such information during the course of performing the Company's responsibilities of the Contract shall maintain the confidentiality of such information, which shall not be passed onto other Company employees or any other person. The Company shall also enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of JEA data to that which is absolutely necessary to perform job duties. The Company shall provide the Work solely from data centers in the United States. Storage of JEA data at rest shall be located solely in data centers in the United States. The Company shall not allow its personnel or its subcontractors to store JEA and JEA customer data on portable devices, including personal computers, except for devices that are used and kept only at its data centers in the United States. The Company shall permit its personnel and subcontractors to access JEA and JEA customer's data remotely only as required to provide technical support. The Company shall deploy reasonable steps and safeguards as part of a network security program in accordance with accepted industry practices, including but not limited to, Purchasing Card Industry-Data Security Standards (PCI-DSS), to prevent unlawful hacking to gain surreptitious access into JEA's and JEA's customer's

The Company shall promptly notify JEA within 48 hours of any confirmed breaches or issues regarding the security of systems that maintain JEA or JEA's customer data, or within 12 hours in the event of a ransomware incident. However, any such notification by the Company shall not affect the Company's obligations to secure JEA's data as provided under the Contract. The Company shall notify JEA within 48 hours if it learns that JEA or any of JEA's customers has been, have been, or may have been, the subject of a Security Incident (which is defined below) of any kind which may compromise data of JEA or its customers, except in the event of a ransomware incident, in which case the Company shall notify JEA within 12 hours of such incident. In any such event, the Company shall: (i) investigate the incident(s) and provide a report to JEA within 48 hours; (ii) conduct a forensic investigation to determine a cause and what data/systems are implicated; (iii) provide daily updates of its investigation to JEA and permit JEA reasonable access to the investigation; (iv) communicate and cooperate with JEA concerning communication with outside parties such as law enforcement and media; and (v) cooperate with JEA in determining whether and how notice, if any, will be provided to JEA's customers with all applicable laws and regulations.

The term "Security Incident" means the potentially unauthorized access by non-authorized persons to Personal Data or Non-Public Data that the Company believes could reasonably result in the use, disclosure, or theft of unencrypted Personal Data or Non-Public Data of JEA or its customers within the possession or control of the Company. If a Data Breach (defined below) with respect to Personal Data or Non-Public data has occurred, the Company shall promptly

implement necessary remedial measures and document responsive actions taken related to the Data Breach, including any post-incident review and actions taken to make changes in business practices in providing the Work, if necessary.

If a Data Breach is a result of the Company's breach of its obligation to encrypt Personal Data or Non-Public Data or otherwise prevent the release of Personal or Non-Public Data or the Company's failure to comply with any of the security requirements comply with the Contract, the Company shall bear the costs associated with (i) the investigation and resolution of the Data Breach; (ii) notifications to individuals, regulators or others required by state law; (iii) a credit monitoring service required by state or federal law; (iv) a website or toll-free number and call center for affected individuals required by state law; and (v) completing all corrective actions as reasonably determined by the Company based on root cause.

The term "Data Breach" means the unauthorized access by a non-authorized person or persons that results in the use, disclosure or theft of unencrypted Personal Data, Non-Public Data or JEA's customer information.

# 2.104) JEA Critical Infrastructure Protection (CIP)

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets include both physical and cyber Assets that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, the Company must ensure that all individuals that have access to any Assets meet all requirements of JEA, including, but not limited to the background screenings required by this Contract, prior to the individual performing any services for JEA. The specific Assets an individual will access will determine the specific JEA training and criminal background check that will be required before an employee will be approved to perform services for JEA. The Company will be responsible for all labor costs associated with completion of the training. The provisions of this Section and the immediately preceding section shall apply to all of the Company's Subcontractors and agents, and shall be included in Company's contracts with its Subcontractors for any part of the Work. JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to comply with JEA's requirements related to the updated regulations.

If applicable for all or any part of the Work, Company must also be able to certify and demonstrate to JEA's satisfaction that Company is able to comply with JEA's supply chain cyber security risk management plan and the requirements of NERC Reliability Standard NERC CIP-013, including, but not limited to CIP-013 R1. Company must demonstrate that Company has, in JEA's sole discretion, appropriate cyber security processes, including, but not limited to, addressing the following:

- 1. Notification by Company to JEA, within 12 hours or sooner, of any Company personnel, who have been terminated, retired or ceased working on JEA projects.
- 2. Notification by the Company of Company-identified incidents related to the products or services provided to JEA that pose cyber security risk to JEA
- 3. Coordination of responses to Company-identified incidents related to the products or services provided to the JEA that pose cyber security risk to JEA
- 4. Notification by Company when remote or onsite access should no longer be granted to Company representatives
- 5. Disclosure by Company of known vulnerabilities related to the products or services provided to the JEA
- 6. Method for verification of software integrity and authenticity of all software and patches provided by the Company for use in JEA's Bulk Electric System's Cyber System
- 7. Coordination of controls for (i) Company-initiated Interactive Remote Access, and (ii) system-to-system remote access with Company
- 8. Compliance with JEA CIP Cyber Security Policy (MD-202).

#### 2.105) Licenses

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

# 2.106) Legal Workforce

The Company's employment of unauthorized aliens shall be a violation of section 274A(e) of the Immigration and Nationality Act and a breach of the provisions of the Contract. The Company and all Subcontractors must enroll and participate in the federal E-Verify Program prior the performance of any part of the Work and appropriately screen all individuals performing any part of the Work. Proof of enrollment and participation must be provided to the JEA Representative upon request.

# 2.107) Reporting

The Company shall provide all reports as defined in the Contract Documents. Where the reporting frequency is daily, reports shall be submitted by noon of the following workday. Where the reporting frequency is weekly, reports are due by Monday at noon, covering the prior workweek. Where Monday is a Holiday, the reports are due at noon on the next workday. Where reports are due monthly, reports are due by noon on the first business day of each month. Sample forms for reports may be included in the Contract Documents. Where they are included, they are to be used. Where they are not included, the Company shall provide a sample of its proposed report format for each report to the JEA Project Manager at least one-week prior to its initial due date. The JEA Project Manager will review and either approve or reject use of the report. Where proposed report is rejected, Company shall resubmit revised report formats, until JEA Project Manager approves format. Reporting cycle shall begin upon the Purchase Order date, or, if used, the issuance date of the Notice to Proceed.

Where the Contract calls for reports to be submitted by Company, such reports shall be in both paper and electronic format, with the electronic version submitted electronically via email to the JEA Project Manager.

## 2.108) Limitation of the Accuracy of JEA Provided Informational Materials

For all drawings, test results, inspections, and other informational materials included as part of the Contract Documents, the Company understands and agrees that any existing facilities shown, including underground, overhead, and surface structures, and other delineations, and any other informational items provided as part of the Contract Documents are for reference only and are not to be used by the Company as the only indication of Work conditions. The Company understands and agrees that it is its sole responsibility to verify all Work conditions, measurements, dimensions, obstructions and other causes for existing or potential changes to the Work prior to initiating Work. In the event the Work must be changed due to the Company not fulfilling the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition. Changes associated with conditions that are clearly unforeseen and that could not have been discovered by a reasonable verification of the above listed items, shall be covered as stated in the clause titled "Changes to the Scope of Work".

# 2.109) Permits Obtained by Company

Unless otherwise specified in the Contract Documents, the Company shall secure, maintain, post as required, and pay for all building, plumbing, electrical, water, sewer, right-of-way, parking, roadway, railroad, shipping, freight, hazardous materials, and any other permits which may be required for performance of the Work in full compliance with all applicable laws, rules and regulations. The Company shall perform all actions necessary to identify where permits are to be obtained and properly file for the permits, except those specifically listed in the Contract Documents as being provided by JEA.

The Company shall comply with all conditions of permits issued for the Work, either directly or indirectly, issued by federal, state, or local governmental agencies, which are hereby incorporated as part of these Contract Documents. The Company shall be solely responsible for resolving any issues and bearing all expenses including any damages suffered by JEA that result from a finding of noncompliance during performance of the Work by any of the respective regulatory agencies including, but not limited to, all costs for delays, litigation, fines, fees of any kind, and other costs.

## 2.110) Show-Up Pay

In the event that inclement weather prevents the Company from performing Work, the Company may be obligated to pay its crew a show-up pay. The Company shall be solely responsible for providing this pay.

## 2.111) Payment of Overtime

Overtime may only be charged to JEA if the Company was directed in writing by the JEA Project Manager to incur the Overtime. Such authorization for Overtime shall be accompanied by a Change Order.

The Company shall total the direct Overtime charges, and add the agreed upon overhead rate, but in no case, shall such overhead rate exceed 10% of the total overtime costs.

Any Overtime required for Company to complete the Work within the Contract Time shall be at the sole cost and expense of Company. However, if JEA requires the Company to perform Overtime Work in order to complete the Work prior to the Contract Time, the Company shall bill JEA for the Overtime such that only the actual costs incurred by the Company relating to the payment of Overtime premiums, in accordance with its labor policies and applicable laws. Such actual costs include Overtime wage premium, and additional taxes and insurance directly associated with the Overtime wage premium. The Company agrees that it will not charge for personnel paid a salary, or other form of compensation such that the Company incurs no direct costs as a result of the Overtime.

# 2.112) Maintenance of Traffic

The Company, as applicable to specific tasks, when required by the governing agency such as the City of Jacksonville or the Florida Department of

Transportation (FDOT), shall maintain traffic in accordance with an approved Maintenance of Traffic (MOT) plan ("MOT Plan") submitted by the Company to JEA, for Work performed on streets, roads, private ways, and walks.

The Company shall be responsible for all costs associated with MOT and the MOT Plan. All costs for MOT and the MOT Plan will be subject to JEA review and reimbursable at cost.

The Company shall assume full responsibility for the adequacy and safety of provisions associated with the MOT Plan.

The Company shall be solely responsible for the placement, maintenance and removal of the minimum number of devices required by the MOT Plan, or specified by the FDOT, for the control of traffic at the Work Location including, but not limited to signs, cones, lights, barricades, concrete barrier walls, police officers, flaggers, etc. ("MOT Items").

## 2.113) Scheduling of Overtime

Whenever the Company schedules Work beyond 8 hours per day for a 5 day week, beyond 10 hours per day for a four day week, beyond 40 hours per week, or on Saturdays, Sundays, or Holidays, then the Company shall arrange, in advance, for the JEA Inspector or designee to inspect the Work performed during Overtime. The Company shall not perform Overtime Work or after-hours Work without a JEA Inspector or designee at the Work Location or available to perform the inspections, as directed by the JEA Project Manager.

Except where JEA has requested the Company to schedule Overtime to perform additional Work, the Company shall reimburse JEA for any additional costs associated with JEA Inspector's Overtime pay.

# 2.114) Shipping To and Storage at Work Location

Shipping materials and equipment to be installed by the Company shall be delivered by the Company to the Work Location or such other place as may be designated by the JEA Project Manager. Insofar as transportation conditions will allow, items shall be shipped complete and ready for installation. Where applicable, the Company shall be responsible for obtaining any permits required for transportation to the Work Location. For early shipments, the Company shall provide written notice to the JEA Project Manager or designated Work Location manager.

Storage: Upon approval of the JEA Project Manager, a limited amount of temporary indoor storage space may be made available, but only for the equipment that must be protected from the weather. Equipment for which arrangements have been made for indoor storage, shall be packed separately and the container clearly marked "For Indoor Storage." For equipment that will be stored indoors and that will require special storage precautions, the storage instructions shall be shown on the outside of each container, or in a durable envelope identified as containing storage instructions and attached to the container.

#### 2.115) Company Equipment

The Company's equipment including, but not limited to, trucks, drill rigs, backhoes, excavators, bucket trucks and derricks shall not be older than 5 years in age, unless the Company can demonstrate to JEA's satisfaction that equipment being used has been completely refurbished and that it is in good working order. JEA may, at its sole discretion, make exceptions for equipment that is rarely used such as sag winches.

# 2.116) Commercial Activities at the Work Location

The Company understands and agrees that it is its responsibility to conduct due diligence prior to the Work. Such due diligence includes, but is not limited to, verifying all Work conditions, measurements, dimensions and latent and patent obstructions, the accuracy of drawings, test results, inspections and other informational materials provided in the Contract Documents, and any other causes for existing or potential changes to the Work prior to initiating the Work. In the event that the Work must be changed due to the Company's failure to fulfill the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition. In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed in a Change Order or an amendment to the Contract executed by JEA and Company. Any Work the Company performs prior to receipt of such Change Order or approved Contract amendment will be at the Company's sole risk.

## 2.117) Access to Work Locations

JEA will provide, as indicated in the Contract Documents, and no later than the date when needed by the Company, access to the Work Location, including rights-of-way or access thereto, and such other lands that are designated for the Company's use. JEA will secure easements for permanent structures or permanent changes in existing facilities, unless otherwise specified in the Contract Documents.

## 2.118) Work Location Cleanliness

The Company shall, at all times, keep the Work Location free from an accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, the Company shall remove all waste materials and any rubbish from and about the project, as well as any tools, construction equipment, machinery and surplus materials. If the Company fails to clean up at the completion of the Work, JEA may do so and charge the cost thereof to the Company.

## 2.119) Pre-Work Meeting and Progress Meetings

Before starting the Field Work, a Pre-Work or Pre-Construction meeting may be held to review procedures for the Work, review the Work schedule, establish procedures for invoicing, approving Invoices and making payments, and establish a working relationship between JEA and the Company.

The JEA Contract Administrator may, at his or her discretion, request Pre-Work Meetings to be held prior to start of any Field Work. Such meeting(s) shall be attended by, but not limited to, the Company Representative and Company Supervisor. The JEA Contract Administrator will notify the Company in writing of the meeting time and location at least two (2) days prior to the meeting date. In addition, construction progress meetings will be held at a frequency as determined by JEA. Such meeting(s) shall be attended by, but not limited to, the Company's Representative and Company's Supervisor.

## 2.120) Company Laydown Area

In the event the Company decides to utilize public or private property as a laydown area, the Company shall enter into a written agreement with the entity who owns the property. JEA shall have access to all laydown areas. Upon submission of Company's first Invoice or application for payment to JEA, the Company shall provide to JEA a copy of such signed written agreement. The Company shall submit to JEA a letter of release from the entity in connection with Company's final Invoice or application for payment to JEA.

# 2.121) Company's Field Office

The Company shall provide its own office facilities at the Work Location, as required. Unless specifically listed herein, JEA provides no Work Location facilities or Work Location area for the Company facilities of any kind such as field office and material storage.

#### 2.122) Shop Drawings

As required, the Company shall promptly submit all required Shop Drawings in accordance with the provisions provided herein. JEA will not grant an extension of Contract Time due to the Company's failure to submit Shop Drawings in ample time to allow for checking, revisions, reviews, and approval.

A letter of transmittal and four copies of each shop drawing shall accompany each submittal. Shop drawings shall be forwarded to the JEA Engineer. Each drawing shall be listed separately on the letter. The Company shall also note

distinctively on the transmittal letter any deviations that the Shop Drawings may have from the requirements of the Contract Documents.

The JEA Engineer's approval of Shop Drawings shall not be construed as a complete check, nor shall it relieve the Company from responsibility for any deficiency that may exist, or from any departures or deviations from the requirements of the Contract unless the Company has, in writing, called the JEA Engineer's attention to such deviations at the time of submission and obtained written approval for the deviation. The JEA Engineer's approval shall not relieve the Company from the responsibility for errors of any sort in Shop Drawings or schedules, nor from responsibility for proper fitting of the Work, nor from the necessity of furnishing any Work, materials, equipment or tools, required by the Contract Documents that may not be indicated on Shop Drawings when approved. The Company shall be solely responsible for all quantities and dimensions shown on the Shop Drawings. The Company shall not execute any Work until the JEA Engineer approves the Shop Drawings and a copy stamped "Approved" is at the Work Location. The Company shall, at no extra cost to JEA, make all changes and alterations whatsoever in Work performed or in subcontracts or orders placed prior to the approval of any and all Shop Drawings.

The Company shall allow a minimum of 14 days for the review of Shop Drawings. This shall be the period for new Shop Drawings and Shop Drawings that are revised and resubmitted.

As used herein, the term "manufactured" applies to standard units usually mass produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall establish the actual details of all manufactured or fabricated items; indicate proper relation to adjoining Work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions.

Shop drawings shall be complete in every detail, properly identified with the Contract name, Contract and subsection number for identification of each item, and state the qualifications, departures or deviations from the Contract, if any. Shop drawings for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Each drawing shall have a clear space above the title block in the lower right-hand corner for the approval stamps of the Company and the JEA Engineer.

If the materials are not listed in JEA's Approved Materials Manual, then prior to purchase of material or fabrication, the Company shall forward to the JEA Engineer for review, five sets of each shop drawing plus the number of prints it desires returned.

In checking the Shop Drawings, the Company shall verify all dimensions and field conditions and shall check and coordinate the Shop Drawings of any section or trade with the requirements of all other sections or trades whose Work is related thereto, as required for proper and complete installation of the Work. All rough-in and connections for utilities shall conform to approved equipment Shop Drawings.

The JEA Engineer will review the Shop Drawings and will return them to the Company stamped to indicate the action taken. The stamp will indicate that the shop drawing is "Approved", "Approved as Noted", "Returned for Correction", or "Disapproved". Only those Shop Drawings stamped "Returned for Correction" or "Disapproved" shall be resubmitted for subsequent review. Resubmittals shall be in the same form and number of copies as original submittals, with notation indicating a revised submittal. The Shop Drawings stamped "Approved" or "Approved as Noted" will be returned to the Company, who will be responsible for obtaining prints thereof and distributing them to the field and Subcontractors.

At the same time the JEA Engineer returns a reviewed submittal to the Company, it will forward two copies of each item stamped "Approved" or "Approved as Noted" together with any conditions of approval, to JEA for field and office use. The JEA Engineer may revoke approval of Shop Drawings, should field conditions so dictate.

## 2.123) Damage to Materials or Equipment

The Company shall report to the JEA Project Manager any materials issued by JEA or delivered by the JEA material supplier and received by the Company that are later found to be faulty, damaged or discrepant in some manner. The JEA Project Manager or designee will obtain appropriate replacement materials.

The Company shall not, under any circumstances, make a material replacement without written approval of the JEA Project Manager.

The Company understands and agrees that damage to material and discrepancy of material is an expected part of performing the Work, and as such, the Company agrees it shall be solely responsible for any additional costs incurred as a result of damaged or discrepant materials, including, but not limited to, the costs to keep or get the Work on the Approved Schedule.

JEA will bill the Company for materials or equipment that are damaged while in the Company's custody. In such a case, the Company shall be charged the current JEA cost plus an inventory handling fee.

# 2.124) Substitutions

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required.

Materials or equipment of other suppliers may be accepted by the JEA Engineer if sufficient information is submitted by the Company to allow the JEA Engineer to determine that the material or equipment proposed is equivalent or equal to that named.

The Company shall make written application to the JEA Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified.

The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice the Company's completion of the Work within the time prescribed by the Contract, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other Contract directly with JEA for Work on the Contract) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fees, royalties, permits or any other costs.

All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated.

The application shall also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Companies affected by the resulting change, all of which shall be considered by the JEA Engineer in evaluating the proposed substitute.

Requests for review of substitute items of material and equipment will not be accepted by the JEA Engineer from anyone other than the Company.

The JEA Engineer may require the Company to furnish, at the Company's expense, additional data about the proposed substitute.

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract, the Company may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the JEA Engineer, if the Company submits sufficient information to allow the JEA Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract. The JEA Engineer will be allowed a reasonable time within which to evaluate each proposed substitute; such time shall not be deemed justification for an extension of the Company's time for completion of the Contract.

The JEA Engineer will be the sole judge of acceptability, and no substitute shall be ordered, installed or utilized without the JEA Engineer's prior written notice, which shall be evidenced by either a Change Order or an approved shop drawing.

JEA may require reimbursement for the costs associated with JEA's evaluation of substitutions.

JEA may require the Company to furnish, at the Company's expense, a special performance guarantee bonds or other surety with respect to any substitution.

# 2.125) Disposition of Salvageable Material

All material to be removed from the Work Location, relocated or salvaged, shall be inspected by the JEA Engineer or designee immediately prior to removal, and the JEA Engineer's decisions as to whether the material can be salvaged shall be final. Such material that is salvageable, in the opinion of the JEA Engineer, shall be stored at the Work Location on-site by the Company where directed by the JEA Engineer or delivered to another site. Under no circumstances may existing structures or plant facilities be removed or demolished without obtaining prior written approval from the JEA Engineer.

# 2.126) Emergency Events

In the event that a system-wide emergency arises during the Term of the Contract for which JEA requires assistance from the Company including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Company acknowledges the importance of JEA infrastructure and agrees to support, with all its resources, skills and capabilities, and the maximum extent possible, all restoration efforts of JEA. The JEA Project Manager shall notify the Company when an emergency event occurs and the Company agrees to mobilize its full resources immediately. In the event conditions are such that an emergency event is likely in progress, but the Company has not been notified by the JEA Project Manager, the Company shall make all efforts to contact the JEA Project Manager to determine if and how it should respond. JEA agrees to reimburse the Company for its actual costs incurred as a result of supporting JEA during the emergency event, plus overhead and profit, not to exceed twelve percent (12%) of such costs.

# 2.127) Emergency Procedures

In emergencies affecting the safety of persons, the Work or property at the Work Location or any other area adjacent thereto, the Company, without special instructions or authorization from the JEA Project Manager, is obligated to act to its best ability to prevent threatened damage, injury or loss to the Work, any persons, or property. The Company shall give the JEA Project Manager prompt written notice describing the emergency, its cause, actions taken, injuries and casualties, property damage, other damages, and impact on continued performance under this Contract.

# 2.128) Storm Preparedness

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

# 2.129) Encroachments on Rights or Property

The Company shall be solely responsible for any encroachments on public property or on the rights or property of adjoining property owners to the Work Location, and shall hold JEA harmless because of any encroachments that may result because of the Company's improper layout. In this regard, the Company shall, without extra cost to JEA, remove any Work or portion of any Work that encroaches on the property other than that of the Work Location, or that is built beyond legal building or setback limits. The Company shall rebuild the affected Work or portion of Work at the proper location and in full compliance with the Contract Documents.

#### 2.130) Interference with Existing Utilities

The Company acknowledges and agrees that there is a possibility that existing JEA or other utility facilities may cross and/or lie parallel to excavations in the area where Work will occur. Although JEA may indicate recorded obstacles on the drawings, it does not warrant that other subsurface obstacles do not exist. The Company shall be responsible for verifying the data furnished by JEA and for fully investigating and locating additional obstructions including every type below, on or above the ground. The Company should regard these impediments as normal to construction. All

costs for performing such work shall not be paid for separately, but shall be included in the Company's costs on its Response.

The Company shall comply with all requirements of the Sunshine State One-Call program.

In the event the Company encounters an unidentified utility during performance of the Work, the Company shall promptly cease Work in the affected area and shall immediately notify the JEA Project Manager in writing. JEA will investigate the area and propose remedial actions in accordance with the provisions stated herein in "Changes to the Scope of Work".

The Company shall work in cooperation with JEA and representatives of existing utilities to plan and coordinate putting new Work into service so as not to interfere with the operation of the existing utilities. Such plans shall be adhered to unless deviations therefrom are expressly permitted in writing by the JEA Project Manager.

The Company shall at all times conduct the Work in a manner that interferes as little as possible with the existing utilities. Any cables exposed during construction, whether energized or not, must be handled and protected as if they are energized. The Company shall so conduct its operations and maintain the Work in such condition that adequate drainage shall be in effect at all times. The Company shall not obstruct existing gutters, ditches and other runoff facilities. When working in the vicinity of overhead lines, the Company shall request line rubber protection from JEA at least 10 days in advance of performing the work.

The Company shall be solely responsible for any damages, interferences, and interruptions of service caused to any utility's assets and services including water, sewer, electric, telephone, gas, cable, and other utility services, that result from the Company's failure to fulfill the above stated requirements.

In the event the Company damages an existing utility, the Company shall immediately notify the property owner, the owner of the damaged utility and the JEA Representative. Should the damage cause an interruption of service, the Company shall be responsible for restoring service as soon as possible; however, the Company shall not make repairs, other than any required to restore safe conditions, without the approval of the property owner, or the owner of the damaged utility. The Company shall be responsible for coordinating any repair effort, and any associated costs should the utility owner or a licensed repair contractor be required to make the repair. JEA reserves the right to deduct any unsettled claim amount from Company's invoices until such time as the claim is satisfactorily resolved.

# 2.131) Interference with Railroads

The Company shall not build across, into, over or under, either temporarily or permanently, any portion of a railway or railway right-of-way without first obtaining all required permits. If the Company's operations render any railroad unsafe, the Company shall immediately notify the JEA Project Manager and the railroad owner and take appropriate actions and such temporary safeguards as required to protect life, limb, and property, and to maintain orderly traffic.

The Company shall procure all railroad permits required for the Work beyond those procured by JEA and the costs for such permits shall be included in the Company's Response. All costs associated with railroad fees for railroad flagmen, watchouts, inspectors, supervisors, any additional training of Company's employees that is required by applicable laws, rules and regulations when performing Work in association with railways, any certifications required for successful completion of the Work and all other associated costs shall be included in the Company's Response.

# 2.132) Interference with JEA Work or Other Company

The Company shall perform the Work in a manner that minimizes the interference with other JEA work, City of Jacksonville work, or with work performed by other companies. The Company shall coordinate the Work with other persons and companies employed by JEA. If a difference of opinion regarding scheduling or coordination of the Work arises between the Company and another JEA contractor(s) performing work at the Work Location, JEA may resolve the matter. In such cases where JEA makes a decision regarding the scheduling or coordination of the work, the Company agrees to fully abide by JEA's decision. Unless otherwise agreed in writing by JEA, JEA will not be responsible for additional costs.

Any claims arising against the Company from damages to other companies' work, equipment, machinery, tools or other property shall be settled directly between the Company and the other companies involved. JEA will not, in any

way, be a party to arbitrating or mediating any such disputes, nor shall JEA be responsible for any costs associated with such disputes.

# 2.133) Removal of Work or Equipment

The Company shall not sell, assign, mortgage, hypothecate or remove Work that has been delivered to or installed at the Work Location.

# 2.134) Applicable Standards and Codes

The latest rules and regulations of the following organizations shall be considered a part of these Contract Documents. Specific standards and costs are listed in the Appendix A Technical Specifications.

## 2.135) Free and Clear Title

The Company warrants that it has title to all equipment and materials furnished under the Contract where title will pass to JEA, and that the equipment and materials passed to JEA are free and clear of all liens, claims, security interests and encumbrances.

# 2.136) Storage of Equipment

Shipping materials and equipment to be installed by the Company shall be delivered by the Company to the Work Location or such other place as may be designated by the JEA Project Manager. In so far as transportation conditions will allow, items shall be shipped complete and ready for installation. Where applicable, the Company shall be responsible for obtaining any permits required for transportation to the Work Location. For early shipments, the Company shall provide written notice to the JEA Project Manager or designated Work Location manager.

Storage: Under arrangement with the JEA Project and upon his approval, a limited amount of temporary indoor storage space may be made available, but only for the equipment that must be protected from the weather. Equipment for which arrangements have been made for indoor storage, shall be packed separately and the container clearly marked "For Indoor Storage." For equipment that will be stored indoors and that will require special storage precautions, the storage instructions shall be shown on the outside of each container, or in a durable envelope identified as containing storage instructions and attached to the container.

### 2.137) Tools and Equipment

All tools and equipment used in the performance of the Work shall be used as intended by the manufacturer and in accordance with manufacturer operating manuals and industry practices, whichever is more stringent. The Company shall ensure that all tools and equipment used in the performance of the Work shall be of the size and quality suitable for safe and efficient performance of the Work. If the Company-provided tools and equipment do not meet these requirements, or if in the sole opinion of JEA formed after considering relevant factors, the tools or equipment are inappropriate for performance of the Work, the Company agrees to remove the unacceptable tools and equipment and obtain tools and equipment JEA considers suitable. Such replacement shall be entirely at the Company's expense, and no change to time prescribed by the Contract will be allowed.

The Company is responsible for furnishing and the security of any and all tools and equipment required to perform the Work.

# 2.138) As-built Drawings

As required, the Company shall furnish as-built drawings that depict, if applicable, any changes to the Work. The asbuilt drawings shall also include the required ground ohm readings and the number of ground rods driven at each station.

The validity and verity of the as-built drawings shall be reviewed at a post-construction meeting, which will include the JEA Engineer, JEA Inspector and the Company, within one week of completion of the Work. The JEA Inspector will approve or reject the as-built drawings at this meeting.

At the post-construction meeting, a JEA Representative may accomplish an infrared camera inspection of the Work performed by the Company. The Company shall replace any workmanship found to be defective.

### 2.139) Protection of the Environment

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

## A. Asbestos, Lead, or Toxic Mold Notification:

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

# B. Hazardous Materials:

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

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

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

## C. Waste Management:

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

### D. Wetlands:

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

#### E. Wildlife:

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

# Violation of Environmental Laws and Permits:

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

# 2.140) Environmental Compliance

The Company shall be familiar, and otherwise comply with Environmental Regulations as they apply to the performance of the Work associated with this Contract unless otherwise directed in writing by JEA. Company shall

furthermore notify JEA of the need to obtain additional regulatory authorizations, including permits, prior to applying for such authorizations.

Company shall designate a qualified individual to serve as an environmental coordinator. This individual shall be responsible for; ensuring Company's conformance with Environmental Requirements, serve as JEA's point of contact with the Company on all matters related to Environmental Requirements applicable to the Work, be prepared for, and attend environmental compliance meetings scheduled by JEA, attend regulatory agency inspections of the Work Site, and notify JEA of noncompliance or other deviation from Environmental Requirements applicable to the Work. This individual shall also be a qualified Stormwater Management Inspector registered in the State of Florida.

## 2.141) NPDES Permit Conformance - Stormwater Pollution Prevention

The Company shall obtain as necessary a *Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)*, and shall develop a Stormwater Pollution Prevention Plan (SWPPP) compliant with local, state, and federal rules, laws, and ordinances. Company shall be responsible for implementing the SWPPP, installing and maintaining in a functional manner structural and nonstructural best management practices as described therein, evaluating the effectiveness of the best management practices, and employing additional performance based best management practices as may be deemed necessary by JEA. The Company, at its own expense, shall revise, or include as addendum to the SWPPP measures as maybe required by a local, state, or federal authority to remain compliant with local, state, and federal rules, laws, and ordinances.

No additional payments shall be made to Company for revisions or addendums to the SWPPP, or for the actual implementation of those revisions on the Work site, including those made so as to achieve functional performance based best management practices.

The Company shall obtain all other applicable local, state, and federal permits subsequent to notification of JEA of the need for such authorization(s). It is unlawful to have any discharges that are not composed entirely of stormwater (except discharges pursuant to a NPDES permit) to the Municipal Separate Stormwater System (MS4). Only noncontaminated water/non-turbid water shall be transported through the MS4. Groundwater discharge (approved by the FDEP pursuant to 62-621.300(2)) from dewatering activities may be routed into the stormwater system, drainage ditch, creek, river or wetland providing that erosion, and transportation of suspended solids to the system is prevented. If contaminated soil or contaminated groundwater is encountered, the dewatering activity shall cease immediately, and the Company shall contact JEA; s Environmental Coordinator, Andrew Sears at (904) 665-7719. All contractors conducting land disturbing activities shall have at least one corporate representative that is certified for the Florida Department of Environmental Protection Erosion and Sediment Control Inspector Training Manual. For projects with greater than one acre of disturbed land, a person certified pursuant to the Florida Department of Environmental Protection's Erosion and Sediment Control Inspector Training Manual or trained by a certified person shall make the routine inspections shall be maintained and kept on the construction site and made available for inspection during land-disturbing activities. Such inspection shall be made no led that daily and a log of such inspections shall be maintained and kept on the construction site and made available for inspection by City and JEA inspectors throughout the duration of land-disturbing activities. If the inspector is trained by a certified person but not certified themselves, accurate training records must be kept and evidence of annual refresher trainer shall be maintained.

Any required erosion and sediment control plans submitted to the City of Jacksonville must conform to the requirements in the FDEP<sub>6</sub>'s Florida Department of Environmental Protection's Erosion and Sediment Control Inspector Training Manual or the provisions contained in the Land Development Procedures Manual.

Upon approval to proceed to do so by the Owner, the Company shall complete a *Notice of Termination (NOT)* (DEP Doc. No. 62-621.300(6), F.A.C.), to terminate the CGP coverage within one (1) week of final site stabilization. If the above requirements are not followed, the Company shall be held liable for any fines and/or violations incurred by JEA.

#### 2.142) Dewatering

If the Company encounters groundwater, the Company shall be responsible for utilizing a dewatering system(s) to remove water from the excavations. Prior to beginning any dewatering, the Company shall submit a dewatering plan to

the JEA Project Manager for review and approval. The Company shall comply with all sampling requirements listed in Florida Department of Environmental Protection (FDEP) Dewatering Regulations before any dewatering can begin.

Once the sampling analysis is complete, the sample(s) results shall be submitted to the JEA Project Manager for review and submittal to FDEP. If the sample analysis fails, no dewatering can proceed without further instruction from the JEA Project Manager. Additionally, prior to any dewatering, the Company shall apply for a St. Johns River Water Management District (SJRWMD) Generic Permit for Short Term Dewatering, and comply with all SJRWMD requirements.

If the above requirements are not followed, the Company shall be held liable for any fines and/or violations incurred by JEA.

## 2.143) Prevention, Control and Abatement of Erosion and Siltation

The Company shall take steps and make suitable provisions to minimize siltation and erosion of waterways that may result from its operation during the course of construction.

The Company shall make suitable arrangements, which may require the temporary construction of flumes, boxes, or some other device(s), at the Work Location for the drainage and disposal of water. The Company shall be responsible for protecting adjacent property to the Work Location from damage by water resulting from its operations. The Work Location shall be returned to its original condition to the satisfaction of JEA.

The Company is cautioned that execution or maintenance that creates turbidity and that directly or indirectly affects the water quality of any waterway into which storm water is discharged in such a manner as to exceed the limitations prescribed in the Florida Administrative Code, is a violation of the water quality standards of the State of Florida.

Turbidity shall not exceed 29 NTU's, above background level within 100' of the construction activity. Costs incurred by the Company for compliance to the restrictions outlined above shall be included in the cost of the items for which the turbidity control is required, unless a separate line item is included in the Company's Response for turbidity control. Silt barriers shall be used at all waterway crossings or at any time during construction that siltation or erosion may occur. The Company shall submit to the JEA Project Manager, for written approval prior to construction, the method to be used to control the turbidity. The JEA Project Manager's approval of the method to be used in no way relieves the Company of the liability in case of a citation against JEA.

# 2.144) Silt Fence Assembly

The Company shall furnish and install silt fence assembly (including fabric, stakes, etc.) in accordance with the details shown on the Erosion Control Drawings and as required by the Storm Water Pollution Prevention Plan (SWPPP). Company will be responsible for all costs associated with silt fence assembly. There will not be a separate line item for silt fence assembly on the Response form/bid form.

#### 2.145) Drainage Along Right of Way

The Company shall so conduct its operations and maintain the Work in such condition that adequate drainage shall be in effect at all times. The Company shall not obstruct existing gutters, ditches and other runoff facilities.

## 2.146) Temporary Closure of Roadways

The Company shall not close or obstruct any portion of a street, road, or private way without first obtaining permits from the appropriate agency. If any street or private way is rendered unsafe by the Company's operations, the Company shall make such repairs or provide such temporary ways and guards necessary for the protection and safety of persons on the Work and the public and for the orderly maintenance of traffic. All costs associated with temporary closure of roadways shall be included in Contract Price.

The Company shall notify the police and fire departments in writing if it will be necessary to close a street. The Company shall copy JEA on all correspondence relating to street closure. The Company shall notify the police and fire departments prior to closure of the street. The Company shall be responsible for maintaining proper coordination with the proper authorities.

Temporary closure of business entrances must be approved in writing by and coordinated with JEA.

### 2.147) Temporary Utilities

The Company shall furnish and install all temporary water, electricity and other utilities required to accomplish the Work. The Company shall obtain the water required for carrying out the Work from fire hydrants, existing water main connections, or new connections approved by JEA. The Company shall install a back flow preventer and water meter assembly if construction water is necessary. Upon Substantial Completion of Work, the Company shall remove all evidence of temporary connections and lines.

Prior to initiating any construction Work, the Company shall coordinate and schedule the provision of temporary utility service required during construction and arrange for the permanent installation and connection of utilities for the completed Work.

# 2.148) Intellectual Property

Please see added language for Intellectual Property. (Comments added)

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property including, without limitation, all trade secrets, patents, copyright and know-how ("Intellectual Property"), that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

If the Work contains, has embedded in, requires for the use of any third party Intellectual Property, or if the third party Intellectual Property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Company shall secure for JEA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party Intellectual Property. The Company shall secure such right for JEA at the Company's expense and prior to incorporating any third party Intellectual Property into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

The Company will, at its expense, defend all claims, actions or proceedings against JEA based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to JEA all costs, damages, charges, and expenses occasioned to JEA by reason thereof. JEA will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, JEA will provide the Company with available information, assistance and authority for the defense.

If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will, within 30 days of notice, either secure for JEA the right to continue using the Work or will, at the Company's expense, replace the infringing items with non-infringing Work or make modifications as necessary so that the Work no longer infringes.

The Company will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

## 2.149) Proprietary Information

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. The Company shall return all information furnished by JEA upon completion of the Work. Upon request of JEA, Company must certify in writing that all information furnished to JEA has been returned to JEA and eliminated from Company's and any applicable subcontractors' computer systems.

# 2.150) Patents and Copyrights

Company shall hold harmless and indemnify JEA from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or uncopyrighted works, secret processes, trade secrets,

trademarks, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Work, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Company will, at its own expense, procure for JEA the right to continue use of the Services, parts or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent, trademark or copyright infringement.

If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or temporary injunction.

If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license, authorizing the continued use of the Work. If Company fails to secure such license for JEA, Company will replace the Work with non-infringing Work, or modify the Work in a way satisfactory to JEA, so that the Work are non-infringing.

# 2.151) Meetings and Public Hearings

The Company will, upon request from JEA, attend all meetings and public hearings as directed by JEA.

# 2.152) Publicity and Advertising

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA.

# 2.153) Nondiscrimination

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

The Company shall comply with the following:

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

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

# 2.154) Hiring of Other Parties Employees

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two years from the termination date of this Agreement. It shall not be considered a breach of this Section for either party to make employment solicitations to the general public or groups that may include employees of the other party. Nor shall it be considered a breach of this Section for either party to respond to, act upon, or accept inquiries and applications resulting from, or make offers of employment resulting from, (i) such solicitations to the general public or groups or (ii) unsolicited employment inquiries or applications.

# 2.155) Prohibited Future Employment

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded \$250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and responses; and (iii) approving or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

# 2.156) Company's Labor Relations

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

# 2.157) Ambiguous Contract Provisions

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

# 2.158) Amendments

The Contract shall not be altered or amended except in a written amendment executed by duly authorized representatives of JEA and the Company.

# 2.159) Applicable State Law; Venue; Severability

Company shall comply with all applicable federal, state and local laws, rules and regulations as the same exist or as may be amended from time to time. The rights, obligations and remedies of JEA and the Company as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving the Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

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

# 2.160) Continuing Services

The Company shall carry on the Work and maintain the progress schedules during disputes or disagreements with JEA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as JEA and Company may otherwise agree in writing. Suspension of the Work or portion thereof by Company shall entitle JEA to terminate the Contract for Default

# 2.161) Cumulative Remedies

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

# **2.162)** Dispute

Per the JEA Procurement Code, if a dispute occurs between JEA and the Company over a contractual issue that cannot be mediated by the JEA Representative the dispute may be taken to court for resolution.

# 2.163) Entire Agreement

The Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding.

# 2.164) Expanded Definitions

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

# 2.165) Headings

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

# 2.166) Independent Contractor

Company is performing the Contract as an independent contractor and nothing in the Contract will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between JEA and Company. Neither Company nor JEA will be or become liable or bound by any representation, act, or omission of the other.

# 2.167) Language and Measurements

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

# 2.168) Merger

During the term of this Contract and any extension thereof, any invoice that may be issued by the Company to JEA shall be issued in accordance with and subject solely to the terms and conditions contained herein, notwithstanding any language to the contrary contained in such invoices. Any invoice issued during the Term and any extension thereof shall not modify or amend this Contract, unless such invoice is intended to modify or amend this Contract and does so in accordance with the terms of this Contract.

#### 2.169) Negotiated Contract

Except as otherwise expressly provided, all provisions of the Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in the Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared the Contract.

# 2.170) Nonexclusive

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

# 2.171) References

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time.

# 2.172) Right to Audit and Financial Reporting

# Accounting System

The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company's assets, expenses, cost of goods, and use of funds.

# **Audited Financial Statements**

The Company shall provide to JEA audited financial statements for its most recent fiscal year not later than five days after receipt of written request from JEA.

# Content and Retention of Records

The Company's records shall include, but not be limited to, accounting records; written policies and procedures; subcontract files (including proposals of successful and unsuccessful Respondents, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; invoices as support for other reimbursement; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Company shall, at all times during the term of the Contract and for a period of five years after the completion of the Contract, maintain such records, together with such supporting or underlying documents and materials.

Audit rights shall not include the makeup of Seller's internal multiplier and will exclude privileged and proprietary information

disclosures. For clarification purposes, Audit rights pertain to cost-reimbursable work only, and are to be performed at Seller's home office. All costs associated with audits will be covered by JEA. This includes travel expenses, staff time, and materials and supplies for both the Seller's employees and JEA's employees.

Upon JEA's request, the Company shall allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of the Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit on three days' prior written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company shall have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

# Cost of Audits

If the audit identifies (i) overpricing or overcharges of any nature by the Company to JEA in excess of one-half of one percent (.5%) of the total billings under the Contract at the time of the audit or (ii) fraud, misrepresentation or non-performance, the Company shall reimburse JEA for the total costs of the audit.

# Billing Adjustments and Recoveries

The Company shall pay JEA all amounts identified as owing to JEA as a result of any such audit or inspection of the Company's invoices and records no later than 90 days after the Company's receipt of JEA's findings.

# City of Jacksonville Office of the City Council Auditor

A Company providing contractual services purchased by JEA agrees and be deemed to have agreed by virtue of doing business under contract with JEA to be subject to audit upon request by the Office of the City Council Auditor pursuant to Article 5 of the JEA Charter.

# 2.173) Safety and Protection Precautions

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

for default, with no requirement for JEA to provide Company with advanced notice and opportunity to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

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

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

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

If the nature of the Work requires, the Company shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

Finally. the Company represents and warrants to JEA that it has the capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents. The Company shall be responsible for executing the necessary safety training and supervision of its employees and Subcontractors, and acknowledges that JEA is not responsible for training or supervising the Company's employees, except when noted for the purpose of enforcing compliance with these safety requirements.

# 2.174) Subcontracting and Assignment

The Company shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without JEA's prior written consent.

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

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

# **2.175)** Survival

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

# 2.176) Time and Date

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

Award #7 Supporting Do Time is of the utmost importance

# 2.177) Time of Essence

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

# 2.178) Title to Materials Found

JEA shall retain the title to water, mineral matter, timber and any other materials that the Company, or its Subcontractors, encounters during the excavation or other operations of the Work. The Company shall use or dispose of this material in accordance with the Contract or written instructions from the Contract Administrator. Any materials found in the excavation, or other operations of the Company, that are of archaeological or historical value shall be left in place. The Company shall immediately notify JEA of the find and shall take no further action until directed by JEA.

# 2.179) Use of Contracts by the City of Jacksonville

Where the City of Jacksonville's or its other independent agencies' or political subdivisions' procurement codes all use of JEA contracts, the Company agrees to extend any pricing and other contractual terms to such entities

# 2.180) Waiver of Claims

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

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

# 3) Technical Specifications

# 3.1) Technical Specifications

The Technical Specifications are in Appendix A of this Solicitation.

# 4) Additional Contract Terms

# 4.1) Additional Contract Terms - Required Federal Contract Clauses

In the event any portion of the Work is funded through a federal funding source, the following Required Federal Contract Clauses shall apply to Company's performance under this Contract.

# 4.2) Equal Employment Opportunity (FEMA & Grants)

During the performance of this contract, the Company agrees as follows:

(1) The Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Company will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals

who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Company's legal duty to furnish information.

Please note that Cemtek Field Service technicians are not affiliated with any union

- (4) The Company will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Company's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Company will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Company will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Company's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Company may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Company will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Company will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Company becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Company may request the United States to enter into such litigation to protect the in Please clarify whether the prevailing wages requirement applies to the on-site

# 4.3) Compliance with the Davis-Bacon Act

installation, start-up, certification process, and training for the CEMS equipment.

The quote does not include costs for prevailing wages

- (1) To the extent required under applicable Federal proglements of 29 be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Company shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) The Company shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) The Company shall be required to pay wages not less than once a week.

# 4.4) Compliance with the Copeland "Anti-Kickback" Act

- (1) Company. The Company shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- (2) Subcontracts. The Company or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Company shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Company and subcontractor as provided in 29 C.F.R. § 5.12.

# 4.5) Compliance with the Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No Company or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Company and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Company and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. JEA or the federal agency providing funds under this Contract shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Company or subcontractor under any such contract or any other Federal contract with the same prime Company, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Company, such sums as may be determined to be necessary to satisfy any liabilities of such Company or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The Company or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Company shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

# 4.6) Clean Air Act

- (1) The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Company agrees to report each violation to the JEA and understands and agrees that the JEA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Company agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

# 4.7) Federal Water Pollution Control Act

- (1) The Company agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Company agrees to report each violation to JEA and understands and agrees that JEA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Company agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

# 4.8) Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Company is required to verify that none of the Company's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Company must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by JEA. If it is later determined that the Company did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to JEA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

# 4.9) Domestic Preferences

To the extent consistent with applicable law, and to the greatest extent practicable, the purchase, acquisition, or use by Company of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) is preferred for materials being used in the performance of Work under this Contract.

- (b) For purposes of this section:
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

# 4.10) Prohibition on Certain Telecom and Video Surveillance Services or Equipment

No funds may be expended under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For the purposes of this section, "covered telecommunications equipment" is defined as:
- (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (iii) Telecommunications or video surveillance services provided by such entities or using such equipment; or (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

# 4.11) License and Delivery of Works Subject to Copyright and Data Rights

The Company grants to JEA, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Company will identify such data and grant to JEA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Company will deliver to JEA data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by JEA.

# 4.12) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

By the execution of this agreement the Company certifies that for Contracts in the amount of one hundred thousand dollars (\$100,000.00) or more, as required under 31 U.S.C. § 1352 that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in

connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The Company shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded to JEA, who in turn will forward the certification(s) to the Federal awarding agency. By execution of this Contract, the Company certifies the following:

# CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

# 4.13) Procurement of Recovered Materials

- (1) In the performance of this contract, the Company shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.
- (3) The Company also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste

  Disposal Act.

  Audit rights shall not include the makeup of Seller's internal multiplier and will exclude privileged and proprietary information

disclosures. For clarification purposes, Audit rights pertain to cost-reimbursable work only, and are to be performed at Seller's home office. All costs associated with audits will be covered by JEA. This includes travel expenses, staff time, and materials and supplies for both the Seller's employees and JEA's employees.

The following access to records requirements apply to this contract:

(1) The Company agrees to provide JEA the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Company which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Company agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) For FEMA-funded contracts, the Company agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) For FEMA-funded contracts, in compliance with the Disaster Recovery Act of 2018, JEA and the Company acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

# 4.15) DHS SEAL, LOGO, AND FLAGS

The Company shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

# 4.16) No Obligation By Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Company, or any other party pertaining to any matter resulting from the contract.

# 4.17) Program Fraud and False Or Fraudulent Statements or Related Acts

The Company acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Company's actions pertaining to this contract.

# 4.18) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance or federal grant money will be used to fund the contract only. The Company will comply will all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

4.19) LIMITATION OF LIABILITY: Neither Party shall be liable to the other Party for damages that exceed the Order price. This limitation of liability does not apply to damages due to: (i) Claims based upon infringement of patents, copyrights, intellectual property and trade secrets; and (ii) Claims by third parties for loss or damage to property or personal injuries including death. Application - Limitations and waivers of liability shall be valid and enforceable irrespective of whether any claim or liability is based on breach of contract, breach of warranty, indemnity, tort (including negligence) or any other legal theory, and benefits thereof shall extend to each Party and its members, officers, directors, affiliates, and personnel.

**4.20) DISCLAIMER OF CONSEQUENTIAL DAMAGES:** Seller/Company shall not be liable to Purchaser for indirect, incidental or consequential damages including, but not limited to, loss of profits or revenue, loss of use of equipment, costs of sale, replacement power, or product, additional expenses incurred in the use of equipment or facilities, fines or penalties assessed or levied against JEA by any governmental agency based on operation, non-operation, use of Work or the claims of third parties. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted against Seller/Company, including one arising out of any Breach of Warranty or Guaranty, Products Liability, Negligence, Tort, or any other cause of action.

#	1411920646 (RFP) JEA NGS - N01/N02/N03 CEMS Upgrade						
	Vendor Rankings	Evaluator A	Evaluator B	Evaluator C	Σ Rank	Total Score	Rank
1	Cemtek	1	1	1	3	271.00	1
2	Horiba	2	2	2	6	248.13	2

Appendix B - Response Forms 1411912646 Barricade Services

Submit the Bid electronically as described in section 1.1.4 of the Solicitation.

Company Name: ACME Barricades				
Company's Address: 9800 Normandy Blud Jacksonville fl 32221				
License Number: 59.3541899				
Phone Number: 904-781-1950_ FAX No	:Email Address: Cu	mmings earnebarricades.com		
BID SECURITY REQUIREMENTS   None required Certified Check or Bond (Five Percent (5))	TERM OF CONTRA One Time Purchas Annual Requiremed Other, Specify - Pa	se ents - 3 years, two (2), one (1) year renewals		
SAMPLE REQUIREMENTS  None required Samples required prior to Bid Opening Samples may be required subsequent to Bid Opening	SECTION 255.05, FLORIDA ST None required Bond required 100% of Bid A	TATUTES CONTRACT BOND		
QUANTITIES		INSURANCE REQUIREMENTS		
Quantities indicated are exacting Quantities indicated reflect the approxima Throughout the Contract period and are subje with actual requirements.	te quantities to be purchased ect to fluctuation in accordance	Insurance required		
PAYMENT DISCOUNTS				
1% 20, net 30 2% 10, net 30 Other None Offered	G <sub>1</sub>			
ENTER YOUR BID FOR SOI	LICITATION 1411912646	TOTAL BID PRICE		
Total Response Price (Enter total	from Response Workbook: Cell F41)	\$2,139,125.00		
I have read and understood				
within this solicitation. I under		of a redacted copy my		
proposal will be disclosed to the	ie public "as-is". BIDDER CERTIFICATION			
By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.				
We have received addenda	Christin Cum	2/18/25		
through3	Handwritten Signature of Authorized O	there of Company or Agent Date		
	Christian Cummings, Printed Name and Title	CLO		

ACORD

#### ACMEBAR-02

ADODDA

7/12/2024

# **CERTIFICATE OF LIABILITY INSURANCE**

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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. A statement on this certificate does not confer rights to the certificate holder in liqu of such endorsement(s).

the continues deco not comer rights to the continues holder in he				
PRODUCER	CONTACT Eryn Zak			
Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd	PHONE (AJC, No, Ext): (800) 845-8437 (AJC, No):			
Leesburg, FL 34748	Appress, ezak@acrisure.com			
	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : General Security Indemnity Company of Arizona		20559	
INSURED	INSURER B : Safety National Casualty	15105		
Acme Barricades, L.C.	INSURER C : Indian Harbor Insurance	36940		
9800 Normandy Blvd.	INSURER D : XL Specialty Insurance Company		37885	
Jacksonville, FL 32221	INSURER E :			
	INSURER F:			
COVERAGES CERTIFICATE NUMBER:	REVISI	ON NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED B	BELOW HAVE BEEN ISSUED TO THE INSURED NAM	MED ABOVE FOR THE PO	DLICY PERIOD	

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

INSR	TYPE OF INSURANCE	ADDL SU	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A	X COMMERCIAL GENERAL LIABILITY	1100	***************************************	Thursday, 1, 1, 1, 1	AUMINIPACT 1.1.E.	EACH OCCURRENCE	s	1,000,000
	CLAIMS-MADE X OCCUR		GSA4639128265-03	7/1/2024	7/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
	X XCU Included					MED EXP (Any one person)	s	Excluded
	X Limited Contractual					PERSONAL & ADV INJURY	s	1,000,000
1	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s	2,000,000
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:						\$	
В	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO		CA6676305	7/1/2024	7/1/2025	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS		î .			BODILY INJURY (Per accident)	\$	1100-11
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
	- North Street					PIP	s	10,000
С	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	s	2,000,000
	X EXCESS LIAB CLAIMS-MADE	l i	SXS006373601	7/1/2024	7/1/2025	AGGREGATE	\$	2,000,000
	DED X RETENTION\$ 0						\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Á	X PER STATUTE OTH-		
	Y/N		LDS4066834	7/1/2024	7/1/2025	E.L. EACH ACCIDENT	s	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	s	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT		1,000,000
D	IM/Rented Equip		UM00068810MA24A	7/1/2024	7/1/2025	Limit \$400,000 Ded.		5,000

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

CERTIFICATE HOLDER	CANCELLATION
For Information Purpose Only	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
	Relifia .

LOC#: 1



# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Acrisure Southeast Partners Insur POLICY NUMBER SEE PAGE 1	ance Services, LLC	NAMEDINSURED Acme Barricades, L.C. 9800 Normandy Blvd. Jacksonville, FL 32221 Duval	
CARRIER	NAIC CODE	1	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

#### ADDITIONAL REMARKS

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

The attached page(s) noting additional terms, conditions, coverage and/or comments applies.

All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided.

#### Acme Barricades, L.C.

Certificate Notes for Policy Term July 1, 2024, to July 1, 2025

#### **General Liability:**

- 1. Blanket Additional Insured applies only when required by written contract for Ongoing Operations per Form CG2010 (04/13)
- 2. Blanket Additional Insured applies only when required by written contractor for Products/Completed operations per form CG2037
- 3. Blanket Waiver of Subrogation applies only when required by written contract per FormCG2404 (05/09)
- 4. Primary & Non-Contributory applies only when required by written contract per Form VEN05100 (01/15)
- 5. General Aggregate Limit of \$2,000,000 Applies Per Project subject to a total policy aggregate of \$5,000,000 per Form VEN07901 (03/18)
- 6. Notice of Cancellation to Certificate holders Statutory cancellation to certificate holders with mailing addresses on file with the agent of record or the

company is included for at least 30 days advance notice except 10 days for non-payment as per form VEN06400 (01/15)

#### **Automobile Liability:**

- 1. Blanket Additional Insured applies only when required by written contract Per Form SNCA026090917.
- 2. Blanket Waiver of Subrogation applies only when required by written contract Per Form SNCA027090917.
- 3. Blanket Primary and Non-Contributory applies only when required by written contract Per Form CA04491116.
- 4. Notice of Cancellation to Certificate holders Statutory cancellation to certificate holders with malling addresses on file with the agent of record or the

company is included for at least 30 days advance notice except 10 days for non-payment as per form IH0307 06/(11)

#### Workers' Compensation:

- 1. Blanket Waiver of Subrogation applies only when required by written contract, Form #WC000313.
- 2. Workers' Compensation provides coverage for the Workers' Compensation benefits of the State where the project is located.
- 3. Worker's Compensation is a statutory coverage mandated by State Law. As such, coverage is primary and non-contributory.
- 4. Notice of Cancellation to Certificate holders Statutory cancellation to certificate holders with mailing addresses on file with the agent of record or the

company is included for at least 30 days advance notice except 10 days for non-payment as per form WC990615.

# **Excess Liability**

- 1. General Liability, Automobile and Employers' Liability are listed in the underlying schedule on the Excess Liability policy.
- 2. The Excess Liability policy follows over the primary Blanket Additional Insureds, Waiver of Subrogation and Primary Non-Contributory wording only when

required by written contract.

The certificate notes shown above reference the following policies:

GSA463912826503, CA6676305, SXS006373601, LDS4066834

ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

# **General Security Indemnity Company of Arizona**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# **VEN 079 01 (03/18)**

# POLICY LIMITATION - TOTAL AGGREGATE LIMIT FOR ALL CONSTRUCTION PROJECTS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE** 

SECTION III - LIMITS OF INSURANCE - 2, is amended by the addition of the following:

- d. The General Aggregate Limit, shown in the Policy Declarations, applies separately to each "construction project".
- e. Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances shall we pay more than \_\$5,000,000 for all claims under this policy that are subject to the General Aggregate Limit.

The following are added to the DEFINITIONS section of this policy:

"Construction project" means any construction project, development, property, or group of properties, including all premises, phases, lots, and areas of such project, development, or property, and any building or group of buildings or other structures contained in any business or housing project, development, subdivision, or business park.

If a construction project, or construction activity related thereto, has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same location or construction project under this endorsement.

Mutiple jobs, work orders, purchase orders, change orders or work done at multiple locations under one contract or master contract are not considered separate "construction projects" within the meaning of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

VEN 079 01 (03/18) Page 1of 1

# **General Security Indemnity Company of Arizona**

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. VEN 051 00 (02/20)

#### PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS of the COMMERCIAL GENERAL LIABILITY COVERAGE PART, and supersedes any provision to the contrary:

# **Primary and Non-Contributory Insurance**

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

a. (1) The Additional Insured is a Named Insured under such other insurance;
 and

- (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
  - (i) apply on a primary and non-contributory basis;and
  - (ii) would not seek contribution from any other insurance available to the additional insured.

or

**b.** Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.
VIOLE.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

VEN 051 00 (02/20) Page 1 of 1

Policy #:GSA463912826503

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Person Or Organization: As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

# **General Security Indemnity Company of Arizona**

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **VEN 064 00 (01/15)**

#### THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

# **SCHEDULE**

Name and Address of Other Person/Organization
Per schedule on file with the company

**Number of Days Notice** 

30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

VEN 064 00 (01/15) Page 1 of 1

COMMERCIAL GENERAL LIABILITY CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's
Executed File To The Named Modred 5 Work	Work
Information required to complete this Schedule, if not show	vn above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

# COMMERCIAL GENERAL LIABILITY CG 20 12 04 13

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART

# **SCHEDULE**

# State Or Governmental Agency Or Subdivision Or Political Subdivision:

As Required By Written Contract, Fully Executed Prior To The Named Insured's Work

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

- A. Section II Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
  - 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

#### However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- 2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

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

- A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
- **B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C. With respect to the insurance afforded to these additional insureds, 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:

- Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

COMMERCIAL GENERAL LIABILITY CG 20 37 04 13

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shape the state of the state	nown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

# COMMERCIAL GENERAL LIABILITY CG 20 38 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured:
  - Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
  - 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured 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 omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** 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.

- 2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, 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:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# FLORIDA - DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

# COMMERCIAL AUTOMOBILE COVERAGE PART

#### **SCHEDULE**

# Name of Additional Insured Person(s) or Organization(s):

Person(s) or Organization(s) as required by written contract.

Any individually scheduled Designated Additional Insured shall not be construed to override nor negate this blanket Designated Additional Insured.

#### **CHANGE**

The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

- (1) Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury" or "property damage" arising out of your operations and resulting from the ownership, maintenance or use of covered "autos" by you while the covered "autos" are on premises owned or leased by the above scheduled Additional Insured(s).
- (2) The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
  - (a) If the "accident" takes place subsequent to the execution and effective date of such written contract: and.
  - (b) While such written contract is in force, or until the end of the policy period, which ever occurs first,

# (3) How Limits Apply to Additional Insured(s)

The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or,
- **(b)** The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

#### (4) Exclusions

- (a) This endorsement does not apply to liability of the Additional Insured which arises out of the ownership of transportation operating rights granted to the Additional Insured by public authority.
- (b) This endorsement does not apply to the liability of the owner or anyone else from whom you hire or borrow a covered auto.

# (5) Obligations at the Additional Insured's Own Cost

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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.)

(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# FLORIDA - EARLIER NOTICE OF CANCELLATION **PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

# **SCHEDULE**

# Number of Days' Notice:

90 days except 10 Days' notice for non-payment of premium where allowed by state law

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

# CHANGE

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph 2. of either the A. Cancellation Section of the COMMON POLICY CONDITIONS or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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 07/01/2024

Policy No. CA 6676305

Endorsement No.

Named Insured ACME BARRICADES, L.C.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

**COMMERCIAL AUTO** CA 04 49 11 16

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY -OTHER INSURANCE CONDITION

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 the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Provisions in the Motor Carrier Coverage Form's Covered Autos Liability Insurance Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability primary to and will is contribution from any other insurance available to an "insured" under your policy provided that:

- 1. Such "insured" is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement that this insurance would primary and would not seek contribution from other available any insurance "insured".

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under secur policy provided that:

- 1. Such "insured" is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement that this insurance would primary and would not seek contribution from he anv other insurance available such "insured". such

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# FLORIDA - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

#### **SCHEDULE**

# Name Of Person Or Organization:

Person(s) or Organization(s) as required by written contract when such written contract is executed prior to an accident to which this endorsement applies.

Any individually scheduled Waivers shall not be construed to override nor negate this blanket Waiver.

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

# CHANGE

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

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 07/01/2024

Policy No. CA 6676305

**Endorsement No.** 

Named Insured ACME BARRICADES, L.C.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By

(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 99 09 37

# FLORIDA - EARLIER NOTICE OF CANCELLATION & NON-RENEWAL

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

Part Six - Conditions, Item 2 of Paragraph D. Cancellation is amended to include the following provisions:

a.	Farl	liar N	Antice	of Can	cellation -

For any applicable and allowable state statutory reason other than non-payment of premium, the minimum number of days for notice of cancellation by us of forty-five (45) days is increased to a total of 90 days.

# b. Earlier Notice of Non-Renewal -

If we decide not to renew this policy, we will increase the number of total days' notice we provide for notice of non-renewal to 90 days. At a minimum, we will comply with the applicable state requirement regarding notice of non-renewal of forty-five (45) days.

		on the date issued unless otherwise stated.
(The information below is required only	y when this endorsement is issued	subsequent to preparation of the policy.)

Endorsement Effective	07/01/2024	Policy No.	LDS4066834	Endorsement No. 001	
Insured ACME BARRIC	ADES, L.C.			Premium \$ Included	
Insurance Company Safety National Casualty Corporation					
	Countersigned By				

WC 99 09 37 (11 12)

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 99 34 A

# **EARLIER NOTICE OF CANCELLATION & NON-RENEWAL**

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

The policy is amended to include the following provisions:

#### 1. Earlier Notice of Cancellation -

For any applicable and allowable state statutory reason other than non-payment of premium, the minimum number of days for notice of cancellation by us as provided in either the Cancellation provisions of the policy or as amended by any applicable state cancellation endorsement, is increased to be a total of 90 days.

If any applicable state cancellation endorsement or law provides for more than the number of days notice of cancellation shown above, this provision shall not apply.

#### 2. Earlier Notice of Non-Renewal -

If we decide not to renew this policy for any reason other than non-payment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to be a total of 90 days.

If any applicable state non-renewal endorsement or law provides for more than the number of days notice of non-renewal shown above, this provision shall not apply.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.

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.)

the information below is required only when this endorsement is issued subsequent to preparation of the policy

Policy No. LDS4066834

Insured ACME BARRICADES, L.C.

Endorsement Effective 07/01/2024

Premium \$ Included

Endorsement No. 001

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_\_Page 1 of 1

WC 99 99 34 A (06 15)

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

# 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**

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE. AL, FL

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.)

WC 00 03 13 (04 84) Page 1 of 1

Appendix B - Response Forms 1411912646 Barricade Services

# **Minimum Qualification Responses**

# **SECTION 1.1.9 MINIMUM QUALIFICATIONS**

Respondent shall meet the following Minimum Qualifications to be considered eligible to submit a Response to this ITN. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated below. A Respondent not meeting all of the following criteria will have their Response rejected:

- Proposer shall have successfully completed at least one (1) similar project in the past five (5) years, date ending Proposal Due Date.
  - o A similar project is defined as a Barricade Rental Services in excess of \$500,000.00. The \$500,000.00 (or greater) in Barricade Rental Services must have been provided under one contract.

Please note, any Respondent whose contract with JEA was terminated for default within the last two (2) years shall have their Response rejected.

NOTE: Please use the space below to explain how the Respondent meets the Minimum Qualifications mentioned above. If additional space is needed, please attach an additional document and label the response to correlate with this Minimum Oualification Section.

Primary Nature of Service Provided: Temporary Traffic Control
Location: District Two
Customer: FDOT
Reference Name: E2Y Ø 3 - RØ
Reference Phone Number: 386-961-7010 / 904-360-5301
Email Address: David. Bryd @ Dot. State. Fl. US
Project Value: <u>\$650,000.00</u>
Description of Project:
Acme Barricades performed Temporary Traffic control
for FDOT Bridge. This consisted of Lane Closures,
road Closures and Emergency Response twenty-four
hours per day, seven days a week. Our performance
resulted in the FDOT scoring system with our CFPR
Score of 91 to 97 for each term of the contract.





RICK SCOTT GOVERNOR 1109 S. Marion Avenue Lake City, FL 32025-5874 MIKE DEW SECRETARY

November 9, 2018

Acme Barricades, L.C. 9800 Normandy Blvd. Jacksonville, FL 32221

904-781-1950 / ccummings@acmebarricades.com

Vendor Number: F593541899001

**Contract Number:** 

E2Y03-R0

**Financial Project Number:** 

41022137204, 41022147201

**Awarded Amount:** 

\$650,000.00 MAXIMUM LIMITING AMOUNT CONTRACT

County(ies):

**District Wide** 

**Letting Date:** 

October 17, 2018

Dear Sir/Madam:

The above referenced Contract is awarded to your firm as of the date of this letter.

Please execute the Contract and return the executed Contract to this office within ten (10) business days of the award (due November 28, 2018).

The estimated completion date of this Contract is 03/16/2019.

No Work is to be done on this Contract until the Department has issued the Notice to Proceed.

Sincerely,

Jim Brown

Jim Brown
District Contracts Administrator
District Two

## **Attachments**

cc: Maintenance Contractor
Jennifer Curls, Maintenance
Lisa Butler, Maintenance
Sandy Brink, Maintenance
Cassandra Howell, Maintenance
Joe Griffith, Maintenance
Florida Trans. Builders Assoc.

(E-mail Award Documents, Spec. Pkg.)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

#### BID BLANK STATE JOB

Let by: District 2 - Lake City

375-020-17 CONTRACTS ADMINISTRATION

Acme Barricade	
(Void if used by any bidder other	than one this Form issued to)
FINANCIAL PROJECT NO(S).: 41022137204, 41022147201	
ROAD(S) NO(S).:	
This project is let under the authority of Chapter 337, F.S.	CONTRACT NO.: E2Y03-R0
CONTRACT CALENDAR DAYS: 365 w / renewal option	DATE BIDS DUE: 10/17/2018 @ 11:00 A.M
TOTAL AMOUNT:	DATE OF AWARD: 11/09/2018
650,000.00 Maximum Limiting Amount Contract	DATE OF CONTRACT EXECUTION: 11/30/2018
	:
	40.05 - 41.000
	10.65 % DBE Availability



#### **PROPOSAL**

To Accompany
THE STANDARD SPECIFICATIONS AS AMENDED BY THE SPECIFICATIONS PACKAGE AND
ANY SUPPLEMENTAL SPECIFICATIONS PACKAGES, AND THE PLANS.

#### **FOR ABOVE PROJECT(S)**

Furn	nishing, installing, maintaining and removing traffic control devices and services for Maintenand	ce of Traffic to
vario	ous structures in the eighteen counties comprising District Two.	
Actu	ual commitment and final execution of the contract is contingent upon an approved legislative budge	et and funds availability.
in	District Wide	County(ies)

NOTE: Attach your Proposal Guaranty to this bid blank. All Extensions must be carried out. Any changes made in unit bid prices must be initialed by bidder.

To: Stephen.Anderson@dot.state.fl.us

# FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

#### **E2Y03**

#### 10/30/2018

#### **CONTRACT INFORMATION**

E2Y03
EM - DISTRICT MAINTENANCE CONTRACTS (DIS/MAINTE)
X - COMPETITIVE BID (337.11,F.S.)
ACME BARRICADES LC
F593541899001
12/17/2018
12/16/2019
ct = \$650,000.00
Superstructure Maintnenace

#### **FUNDS APPROVAL INFORMATION**

#### FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 10/30/2018

Action:	Future Year	Future Year	
Reviewed or Approved:	APPROVED	APPROVED	
Organization Code:	55024040210	55024040210	
Expansion Option:	A1	A1	
Object Code:	242059	242059	
Amount:	\$200,000.00	\$450,000.00	
Financial Project:	41022137204	41022147201	
Work Activity (FCT):	825	825	
CFDA:			
Fiscal Year.	2019	2019 55150200 088712/19 A001	
Budget Entity:	55150200		
Category/Category Year:	088712/19		
Amendment ID:	A001		
Sequence:	00	01	
User Assigned ID:	ME2Y03	ME2Y03	
Enc Line (6s)/Status:	0001/04	0002/04	

Total Amount: \$650,000.00



RON DESANTIS GOVERNOR 1109 South Marion Avenue Lake City, Florida 32025-5874 KEVIN J. THIBAULT, P.E. SECRETARY

November 20, 2019

Acme Barricades, LC 9800 Normandy Blvd. Jacksonville, FL 32221

Subject:

Contract No.

E2Y03

Description:

Contract Renewal No. 1

Enclosed is your copy of the executed Renewal Agreement. Please retain a copy for your records and forward a copy to your surety company.

Sincerely,

Lisa Butler / Sandra Brink

District Maintenance Contract Manager

Bond No. NFL2180

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONTRACT RENEWAL

375-020-23 CONTRACTS ADMINISTRATION OGC - 04/06

Renewal: (1st, 2nd, etc.) 1st Contract No.: E2Y03 Financial Project No(s).: 41022137204, 41022147201 County(ies): District Wide This Agreement made and entered into this 20 day of Nove 10/9, by and between the State of Florida Department of Transportation, hereinafter called "Department", and Acme Barricades, L.C. hereinafter called "Contractor". WITNESSETH: day of November, 2018 WHEREAS, the Department and the Contractor heretofore on this 30th (This date to be entered by DOT only) entered into an Agreement whereby the Department retained the Contractor to perform Furnishing, Installing, Maintaining and Removal of traffic control devices and services for Maintenance of Traffic to various structures in the eighteen counties comprising District Two. : and WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement; NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 9th and ending the 7th day of January Janua at a cost of \$ 650,000.00 All terms and conditions of said original Agreement shall remain in force and effect for this renewal. IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above. STATE OF FLORIDA Acme Barricades, L.C. DEPARTMENT OF TRANSPORTATION Name of Contractor Christian Cummings, CEO Contractor Name and Title District Secretary or Designee (Signature) Title: Greg Evans, District Secretary Authorized Signature (SEAL) Merchants National Bonding, Inc. Name of Surety Des Moines Fiscal: State Approval as to Availability of Funds By: Florida Licensed Insurance Agent or Attorney-In-Fact (Signature) Robert T. Theus Countersigned: Robert T. Theus Florida Licensed Insurance Agent

KNOW ALL MEN BY THESE PRESENTS: That we.

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Acme Barricades, L.C.

Bond No. NFL2180

CONTRACT BOND

375-020-27 CONTRACTS ADMINISTRATION OGC - 08/12 Page 1 of 2

(Entity Name) having its principal place of business at 9800 Normandy Blvd. Jacksonville, FL	32221
904-781-1950 ccummings@acmebarricades.com (Bidding Office Street Address, City	, State, Zip and Phone #)
(hereinafter called Principal or Contractor) and Merchants National Bonding, Inc. hereinafter called Surety), duly authorized to do business in the State of Florida, pursuant to the	e laws of the State of Florida,
having its principal place of business at P.O. Box 14498, Des Moines, IA 50306	
(City, State, Zip) are held and firmly bound unto the State of Florida, in the full and just sum of	
Six Hundred Fifty Thousand Dollars and No Cents Maximum Limiting Amount Contract.	
DOLLARS (\$ 650,000.00 ), lawful money of the United States of America, to be paid	to the Florida Department
of Transportation, to which payment well and truly be made we bind ourselves, our heirs, successors and assigns, jointly and severally and firmly by these presents; WHEREAS, the subscribed to a contract with the State of Florida Department of Transportation (hereinafter constructing or otherwise improving a road(s), bridge(s), and building(s)	above-bound Principal has
Furnishing, Installing, Maintaining and Removal of traffic control devices and services for Main	tenance of Traffic to
various structutes in the eighteen counties comprising District Two.	
in District Wide	County(ies)
particularly known as Federal Aid Project No(s).: N/A	
Financial Project No(s). 41022137204, 41022147201	Contract No. E2Y03R1

(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and WHEREAS, it was one of the conditions of the Contract that these presents shall be executed; NOW, THEREFORE, the conditions of this obligation are such that if the above- bound Principal in all respects shall comply with Section 337.18(1), Florida Statutes, and shall promptly, faithfully, efficiently, and fully perform the Contract according to plans and specifications as therein referred to and made a part thereof, and any alterations as may be made in said plans and specifications as provided for therein, and within the time period specified, and further, shall remedy any errors in partial or final estimates and any defects which may exist, appear, occur or result in or from said work within a period of two (2) years from the date of final acceptance of the work under the Contract and further if the Contractor shall promptly make payment to all persons furnishing labor, material, equipment, and supplies, and all persons defined in Section 713.01. Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract (See Section 337.18(1) (a)-(f), F.S., for specific "claim" notice and time limitation requirements), and shall promptly pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the Contract, and shall be liable to the State in a civil action instituted by the Department or any officer of the State authorized in such cases for double any amount in money or property the State may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act, if any, of the Contractor, its agents, and employees, and should the Contractor not be declared to be in default under the Contract then the bond shall be deemed void. In the event of default by the Contactor, the Surety shall pay the Department in addition to the above obligations, all liquidated damages and disincentives assessed against the Contractor because of the default which were not withheld from Contract proceeds and if the Department at its sole option demands that the Surety take over the project and provided further that should the Department elect to have the Surety to take over the project, then in such event, the Surety may not select the Contractor or any affiliate of the Contractor to complete the project for and on behalf of the Surety without the Department's express written consent and, finally, if the subject Contract required contractor qualification, under Section 337.14, Florida Statutes, or otherwise, the Surety must use a gualified contractor, who is approved by the Department, to perform the work. It is further covenanted and agreed that any alterations or additions made under this Contract or in the work to be performed therein or the granting of any extension of time for the performance of the Contract or any other forbearance by or on the part of either the Department or the Principal shall not in any way release the Principal and the Surety or either of them, their respective heirs, executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extension, or forbearance is hereby specifically waived. Under this bond, the surety, pursuant to Section 337.11(9)(a), F.S. shall be fully liable under such surety bond to the full extent of any modified contract amount up to and including 25 percent over the original contract amount and without regard to the fact that the surety was not aware of or did not approve such modifications. However, if modifications of the original contract amount cumulatively result in modifications of the contract amount in excess of 25 percent of the

375-020-27 CONTRACTS ADMINISTRATION OGC - 08/12 Page 2 of 2

original contract amount, the surety's approval shall be required to bind the surety under the bond on that portion in excess of 25 percent of the original contract amount. This obligation shall remain in full force and effect until the full performance of all covenants, terms, and conditions herein stipulated. Failure by the Surety to perform its obligations under the terms of this bond may result in the Surety being disqualified from issuing bonds for future Department contracts.

Attomey-in-Fact (Agent o	or Attorney-in-Fact)	with the seals of said Principa	al and Surety
hereunto affixed this 24th day of October	2019		
Complete the folk	owing as appropriate		
Entity Name: Acme Barricades, L.C.			(Seal)
Authorized Signature:	Name & Title (Print):	Christian Cummings, CEO	
*Signature:	Name & Title (Print):		
		2 partners must be affixed.	pursuant to 1.
Organized and existing under the laws of the State of KKKKM lowa			pursuant to 1.
Organized and existing under the laws of the State of KKKKE lowa the laws of the State of Florida.	and authorized to	o do business in the State of Florida	pursuant to ( )
Organized and existing under the laws of the State of KKKKM lowa the laws of the State of Florida.  Countersigned:	and authorized to	o do business in the State of Florida.	pusuant u 1 ,
Organized and existing under the laws of the State of KKKKM lowa	Merchants Natio	o do business in the State of Florida	es (Seal)
Organized and existing under the laws of the State of RXXXIII lowards the laws of the State of Florida.  Countersigned:  Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):	Merchants Nation  By:  Floring to	onal Bonding, Inc.  Surety Company Name (Synth) icensed Insurance Agent of Attorney ry is also a Florida Licensed Insurance and	(Seal)
Organized and existing under the laws of the State of RKKKM lowa the laws of the State of Florida.  Countersigned:  Florida Licensed Insurance Agent Print information below (Florida Licensed Insurance Agent; whether in	Merchants Natio	onal Bonding, Inc.  Surety Company Name (Swith)	(Seal)

Send "Notices to Owner" to:

District 2

Florida Department of Transportation, District 2 Construction Engineer or Maintenance Engineer 1109 S. Marion Avenue Lake City, Florida 32025-5874 Phone # (386) 758-3700



RON DESANTIS GOVERNOR

5729 Grace Lane Jacksonville, FL 32205 KEVIN J. THIBAULT SECRETARY

October 14, 2020

ACME Barricades 9800 Normandy Blvd. Jacksonville, FL 32221

SUBJECT:

FINPROJ NO. 41022137204, 41022147204

Contract No.

E2Y03-R2

Work Summary:

Maintenance of Traffic Services, District-Wide

Dear Sir:

Please consider this our request to renew the above referenced contract with your company. If you are in agreement with this proposal, please write your request to renew this contract and attach it to this letter and send to me as soon as possible. I am looking forward to working with you and your company for another great year.

Sincerely,

—DocuSigned by:

Joseph Griffith
—8578FD6D7FD4E1

-03/5/000//1042/

Joe Griffith, Maintenance Contracts Manager

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONTRACT RENEWAL

375-020-23 CONTRACTS ADMINISTRATION OGC - 04/06

Contract No.: E2Y03	Renewal: (1st, 2nd, etc.) 2nd
Financial Project No(s).: 41022137204, 41022147204	
County(ies): District Wide	
County(les).	
This Agreement made and entered into this day on this day of this	
Telemater called Contra	actor ,
WITNESS	ЕТН:
WHEREAS, the Department and the Contractor heretof	fore on this 30th day of November, 2018  (This date to be entered by DOT only)
entered into an Agreement whereby the Department retained th	e Contractor to perform
Furnishing, Installing, Maintaining and Removal of traffic control	
various structures in the eighteen counties comprising District T	
	; and
WHEREAS, said Agreement has a renewal option whic parties and subject to the same terms and conditions of the orig	
NOW, THEREFORE, this Agreement witnesseth that for	r and in consideration of the mutual benefits to flow each
to the other, the parties agree to a renewal of said original Agre	
January 2021 and ending the 7th	day of January . 2022
at a cost of \$ 650,000.00	
All terms and conditions of said original Agreement sha IN WITNESS WHEREOF, the parties have executed the month, and year set forth above.  Acme Barricades, L.C.  Name of Contractor Christian Cummings, CEO  Contractor Name and Title	is Agreement by their duly authorized officers on the day,  STATE OF FLORIDA  DEPARTMENT OF TRANSPORTATION  BY: District Secretary or Designee (Signature)
	JORDAN L. GREIN
Authorized Signature	Title: Greg Evans, District Secretary (2-8-303
Merchants National Bonding, Inc. (SEAL) Name of Surety	Legal: Melistrik Boulined
Des Moines // IA	ia sa
By:  Florida Licensed Insurance Agent or Attorney-In-Fact (Signature) Robert T. Theus  Countersigned:  Florida Licensed Insurance Agent Date Robert T. Theus	Fiscal: Approval as to Availability of Funds

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

#### **CONTRACT AFFIDAVIT**

375-020-30 CONTRACTS ADMINISTRATION OGC - 10/07

STATE OF	Florida					
COUNTY OF	Duval					
Before me	, the undersigned authority,	personally ap	peared Rol	ert T. Theus	i	
who, being duly sof the State of  Of Des Moine		at he/she is a	Merchar	ts National Bor	• • •	
State of Florida.	(City and State)					
Ro	bbert T.The us	omey-in Fact for	Surety Co.)			nat as Attorney-in-Fact
	Merchants National Bondi	ing, Inc.			has signed the attach	ed bond in the sum of
\$ 650,000.00	on behalf of	Acme Barricades, L	.C.		(Contractor)	
covering Financia	Project No.(s) 410221372	204, 41022147	<sup>7</sup> 204			
Furnishing, Installing, N	laintaining and Removal of traffic conti	rol devices and ser	rvices for Maintenand	e of Traffic to various s	tructures in the eighteen countle	es comprising District Two.
Contract No.(s)	E2Y03-R2	; in	District Wide			County(ies), Florida
Said Ro	bert T. Theus				further certifies th	at the premium on the
	5.170.00				,which will be paid in	full direct to him/her as
Attorney-in-Fact,	and included in his/her regu	lar accounts t	to the said	Merchants Na	ational Bonding, Inc.	
	and tha	t he/she will r	eceive a regula	r commission of	(Surety)	per cent as
Attorney-in-Fact f	or the execution of said bon	d and that the	e commission w	ill not be divided	with anyone except as	follows:
N/A	per cent to	N/A				
who's a duly auti	se N/A) porjžed Florida Licensed Ins	urance Agent		N/A, if not applicable) ed under the law		ı.
Acknowledge	Agent of Attorney-in-Fa					
14 90						
Sworn to and subs	scribed before me this	9th a	day of Nove	mber	, <u>2020</u> t	ру
Robert T. The	eus		. He/She is	personally known	to me or has produced	I
Personally Kno		ation.	- Kassandra	KASSANDRA S. Notary Public, Star My Comm. Expires Commission No. S. Sullins	te of Florida 5 06/22/2022	
(Notary Signature	)		(Notary's pri	nted name)	My commission exp	ires
Notary Public State	e of Florida					
COUNTERSIGNE	D (If applicable)	Agent Rohe	ert T Theus			



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of lowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of Indemnity and other writings obligatory in the nature thereof."

\*The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

DING CO.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of

2003

February

. 2020

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

STATE OF IOWA COUNTY OF DALLAS ss.

On this 11th day of February 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly swom did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



**POLLY MASON** Commission Number 750576 My Commission Expires January 07, 2023

> (Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING; INC., do face certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of November

ING CO

POA 0018 (1/205

Bond No. NFL2484

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONTRACT BOND

375-020-27 CONTRACTS ADMINISTRATION OGC - 08/12 Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS: That we, Acme Barricades, L.C. (Entity Name) having its principal place of business at 9800 Normandy Blvd. Jacksonville, FL 32221 (Bidding Office Street Address, City, State, Zip and Phone #) 904-781-1950 ccummings@acmebarricades.com (hereinafter called Principal or Contractor) and Merchants National Bonding, Inc. hereinafter called Surety), duly authorized to do bu sness in the State of Flor ida, p rsum to the laws of the State of Florida, having its principal place of business at P.O. Box 14498, Des Moines, IA 50306 (City, State, Zip) are held and firmly bound unto the State of Florida, in the full and just sum of Six Hundred Fifty Thousand Dollars and No Cents Maximum Limiting Amount Contract. DOLLARS (\$ 650,000.00 ), lawful money of the United States of America, to be paid to the Florida Department of Transportation, to which payment well and truly be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents; WHEREAS, the above-bound Principal has subscribed to a contract with the State of Florida Department of Transportation (hereinafter called the Department), for constructing or otherwise improving a road(s), bridge(s), and building(s) Furnishing, Installing, Maintaining and Removal of traffic control devices and services for Maintenance of Traffic to various structutes in the eighteen counties comprising District Two. County(ies), in District Wide particularly known as Federal Aid Project No(s).: N/A Financial Project No(s). 41022137204, 41022147204 Contract No. E2Y03R2

(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and WHEREAS, it was one of the conditions of the Contract that these presents shall be executed: NOW, THEREFORE, the conditions of this obligation are such that if the above-bound Principal in all respects shall comply with Section 337.18(1), Florida Statutes, and shall promptly, faithfully, efficiently, and fully perform the Contract according to plans and specifications as therein referred to and made a part thereof, and any alterations as may be made in said plans and specifications as provided for therein, and within the time period specified, and further, shall remedy any errors in partial or final estimates and any defects which may exist, appear, occur or result in or from said work within a period of two (2) years from the date of final acceptance of the work under the Contract and further if the Contractor shall promptly make payment to all persons furnishing labor, material, equipment, and supplies, and all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract (See Section 337.18(1) (a)-(f), F.S., for specific "claim" notice and time limitation requirements), and shall promptly pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the Contract, and shall be liable to the State in a civil action instituted by the Department or any officer of the State authorized in such cases for double any amount in money or property the State may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act, if any, of the Contractor, its agents, and employees, and should the Contractor not be declared to be in default under the Contract then the bond shall be deemed void. In the event of default by the Contactor, the Surety shall pay the Department in addition to the above obligations, all liquidated damages and disincentives assessed against the Contractor because of the default which were not withheld from Contract proceeds and if the Department at its sole option demands that the Surety take over the project and provided further that should the Department elect to have the Surety to take over the project, then in such event, the Surety may not select the Contractor or any affiliate of the Contractor to complete the project for and on behalf of the Surety without the Department's express written consent and, finally, if the subject Contract required contractor qualification, under Section 337.14, Florida Statutes, or otherwise, the Surety must use a qualified contractor, who is approved by the Department, to perform the work. It is further covenanted and agreed that any alterations or additions made under this Contract or in the work to be performed therein or the granting of any extension of time for the performance of the Contract or any other forbearance by or on the part of either the Department or the Principal shall not in any way release the Principal and the Surety or either of them, their respective heirs, executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extension, or forbearance is hereby specifically waived. Under this bond, the surety, pursuant to Section 337.11(9)(a), F.S. shall be fully liable under such surety bond to the full extent of any modified contract amount up to and including 25 percent over the original contract amount and without regard to the fact that the surety was not aware of or did not approve such modifications. However, if modifications of the original contract amount cumulatively result in modifications of the contract amount in excess of 25 percent of the

375-020-27 CONTRACTS ADMINISTRATION OGC - 08/12

original contract amount, the surety's approval shall be required to bind the surety under the bond on that portion in excess of 25 percent of the original contract amount. This obligation shall remain in full force and effect until the full performance of all covenants, terms, and conditions herein stipulated. Failure by the Surety to perform its obligations under the terms of this bond may result in the Surety being disqualified from issuing bonds for future Department contracts.

hereunto affixed this 9th day of November	, 2020	
Complete the f	following as appropriate	
Entity Name: Acme Barricades, L.C.	(Se	eal)
Authorized Signature:	Name & Title (Print): Christian Cummings, CEO	
*Signature:	Name & Title (Print):	
Organized and existing under the laws of the State of Kinida Iowa	and authorized to do business in the State of Florida, pursuant to	0
Organized and existing under the laws of the State of Florida.	and authorized to do business in the State of Florida, pursuant to	0
Organized and existing under the laws of the State of Florida.		eăi)
Organized and existing under the laws of the State of Florida.  Countersigned:  Florida Licensed Insurance Agent  Print information below (Florida licensed Insurance Agent; whether in	and authorized to do business in the State of Florida, pursuant to  Merchants National Bonding, Inc.  Suret Company Name (Roll)	eăi)
Organized and existing under the laws of the State of Rounda Iowa the laws of the State of Florida.  Countersigned:  Florida Licensed Insurance Agent  Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):	Merchants National Boading, Inc.  Surett Company Name (RnR)  By:  Florida Licensed Incurance Agent of Altoriberah Fact (S)  Above Signatory is also a Florida Licensed Insurance Agent (check if	eal) urely)
Organized and existing under the laws of the State of Roxida Iowa the laws of the State of Florida.  Countersigned:	and authorized to do business in the State of Florida, pursuant to  Merchants National Bonding, Inc.  Surett Company Name (Rust)  By:  Florida Licensed Incurance Agent or Alterdise on Fact (State of State of St	eal) urely)

Section 337.18(1)(b), Florida Statutes.

Send "Notices to Owner" to:

District 2

Florida Department of Transportation, District 2 Construction Engineer or Maintenance Engineer 1109 S. Marion Avenue Lake City, Florida 32025-5874 Phone # (386) 758-3700



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 11/05/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT Heather Leivas	
Lassiter-Ware Insurance of Tampa Bay		T. T. A.	83-8680
1300 N. Westshore Blvd		ADDRESS: heatherl@lassiterware.com	
Suite 110		INSURER(S) AFFORDING COVERAGE	NAIC#
Tampa	FL 33607	INSURERA: United Specialty Insurance Company	12537
INSURED		INSURER B: Hartford Fire Insurance Co.	19682
Acme Barricades, L.C.		INSURER C: Evanston Insurance Company/Arch Specialty	35378
9800 Normandy Blvd.		INSURERD:	
		INSURER E ;	
Jacksonville	FL 32221	INSURER F:	
COVERAGES	CERTIFICATE NUMBER: 20-21 FDC	OT Master 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 INSURANCEAFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES I MITS SHOWN MAY HAVE BEEN REDUCED BY PAID CONDITIONS OF SUCH POLICIES I MITS SHOWN MAY HAVE BEEN REDUCED BY PAID CONDITIONS OF SUCH POLICIES I MITS SHOWN MAY HAVE BEEN REDUCED BY PAID CONDITIONS OF SUCH POLICIES I MITS SHOWN MAY HAVE BEEN REDUCED BY PAID CONDITIONS OF SUCH POLICIES I MITS SHOWN MAY HAVE BEEN REDUCED BY PAID OF MITS.

CLAIMS-MADE CLAIMS-MADE CLAIMS-MADE CLAIMS-MADE COCCUR  N'LAGGREGATE LIMIT APPLIES PER: POLICY PRO- DECT LOC OTHER: TOMOBILE LIABILITY ANY AUTO	ADDLISU INSD W	ATN2016530	POLICY EFF (MM/DD/YYYY) 07/01/2020	POLICY EXP (MM/DD/YYYY) 07/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	\$ 1,000,000 \$ 50,000 \$ Exlcuded \$ 1,000,000 \$ 2,000,000
POLICY PRODUCT LOC  OTHER:  TOMOBILE LIABILITY	Y	ATN2016530	07/01/2020	07/01/2021	PREMISES (Ea occurrence)  MED EXP (Any one person)  PERSONAL & ADV INJURY	\$ Exlcuded \$ 1,000,000
POLICY PRO- OTHER: TOMOBILE LIABILITY	Y	ATN2016530	07/01/2020	07/01/2021	PERSONAL & ADV INJURY	\$ 1,000,000
POLICY PRO- OTHER: TOMOBILE LIABILITY	Υ	ATN2016530	07/01/2020	07/01/2021		9
POLICY PRO- OTHER: TOMOBILE LIABILITY					GENERAL AGGREGATE	\$ 2,000,000
OTHER:				1		
OTHER:	+				PRODUCTS - COMP/OP AGG	\$ 2,000,000
						\$
ANY AUTO					COMBINED SINGLE LIMIT	\$ 1,000,000
				1	BODILY INJURY (Per person)	\$
OWNED SCHEDULED AUTOS	Y	21CSES58101	07/01/2020	07/01/2021	BODILY INJURY (Per accident)	\$
HIRED NON-OWNED					PROPERTY DAMAGE (Per accident)	\$
					PIP	\$ 10,000
UMBRELLA LÍAB OCCUR					EACH OCCURRENCE	\$ 5,000,000
EXCESS LIAB CLAIMS-MADE	Y	MKLV2EUL104096/UXP1038624	07/01/2020	07/01/2021	AGGREGATE	\$ 5,000,000
DED RETENTION \$ 0						\$
RKERS COMPENSATION					PER STATUTE OTH-	
PROPRIETOR/PARTNER/EXECUTIVE	N/A	a 21WNS58100 07/01/2020	07/01/2020	07/01/2021	E.L. EACH ACCIDENT	\$ 1,000,000
ndatory in NH)			07/01/2020		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
if yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
)   	EXCESS LIAB  CLAIMS-MADE  DED RETENTION \$ 0  KERS COMPENSATION EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED? datory in NH) . describe under	UMBRELLA LIAB EXCESS LIAB  DED RETENTION S O  KERS COMPENSATION EMPLOYERS' LIABILITY PCRPMETOR PARTINER/EXECUTIVE CRYMEMBER EXCLUDED? datory in NH) . describe under	UMBRELLA LIAB EXCESS LIAB  CLAIMS-MADE  DED  RETENTION \$ 0  KERS COMPENSATION EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE CET/MEMBER EXCLUDED?  Also yin NH) . describe under	UMBRELLA LIAB EXCESS LIAB  CLAIMS-MADE  DED  RETENTION \$ 0  KERS COMPENSATION EMPLOYERS' LIABILITY PORPRIETOR/PARTNER/EXECUTIVE CRYMEMBER EXCLUDED?  Also you have been also as a compensation of the compensa	UMBRELLA LIAB EXCESS LIAB  CLAIMS-MADE  MKLV2EUL104096/UXP1038624  07/01/2020  07/01/2021  DED  RETENTION \$ 0  WERS COMPENSATION EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE CRYMEMBER EXCLUDED?  datory in NH) . 05escribe under	UMBRELLA LIAB  EXCESS LIAB  CLAIMS-MADE  OCCUR  CLAIMS-MADE  V  MKLV2EUL104096/UXP1038624  O7/01/2020  O7/01/2020  O7/01/2021  EACH OCCURRENCE  AGGREGATE  AGGREGATE  OTH-  ERHE PROPRIETOR/PARTNER/EXECUTIVE PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER PS/CLUDED?  datory in NH)  O7/01/2020  O7/01/2021  EACH OCCURRENCE  AGGREGATE  OTH-  ELL EACH ACCIDENT  ELL DISEASE - EAEMPLOYEE

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

RE; E2Y03, Ditrict 2 Wide, Furnishing, Installing, Maintaining and Removal of traffic control devices and services for Maintenance of Traffic to various structures in the eighteen counties comprising District Two.

The certificate holder is included as additional insured, on a primary & non-contributory basis, under the terms and conditions of the General Liability (including On-Going & Completed Operations) and Auto policies, only when additional insured status is required by written contract. The general liability, auto, and workers compensation policies contain a blanket Waiver of Subrogation in favor of the additional insured only when required by written contract prior to loss.

The attached page(s) noting additional terms, conditions, coverage and/or comments applies.

CERTIFICATE HOLDER		CANCELLATION
Florida Department of Transportation 1109 S. Marion Ave.		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
MS2020		AUTHORIZED REPRESENTATIVE
Lake City	FL 32025	N.J.

POLICY NUMBER: ATN2016530

COMMERCIAL GENERAL LIABILITY CG 20 10 04 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART** 

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s) As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	Location(s) Of Covered Operations As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not show	vn above, will be shown in the Declarations.

- A. Section II Who is An insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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 for the additional insured(s) at the location(s) designated above.

#### However.

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodity injury" or "property damage" occurring after.

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; 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.

Appendix B - Response Forms 1411912646 Barricade Services

#### **Evaluation - Selection Criteria Responses**

#### **SECTION 1.3.2. QUOTATION OF RATES**

Maximum score for criterion is: 45 POINTS

Respondent shall provide prices by completing the enclosed Response Form and Response Workbook. These prices shall be all-inclusive and shall include all shipping, profit, taxes, benefits, travel, and all other overhead items. Please note, that the Respondent's total price cannot be increased during the BAFO process.

The prices provided in the Response Workbook will be awarded points based on the total price listed.

Respondents will be ranked based on their total price. Please note, the rates quoted by Respondent on the Response Form must be fixed prices, not estimates.

Total Response Price (Enter total from the document titled 1411912646 Appendix B - Response Workbook: Cell F41)

#### SECTION 1.3.3 PAST PERFORMANCE/ EXPERIENCE EVALUATION

Maximum score for this criterion is: 20 POINTS

Respondent shall provide a summary of relevant experience related to performing barricade services.

NOTE: Please use the space below to give a response to this criterion; if additional space is needed for the response to this criterion, please attach an additional page and label the response to correlate with this criterion.

Ra	te Sheet Attached

#### 1411912646 Barricade Services Appendix B - Response Workbook (Only complete the prices in yellow cells)

#### Part I - JEA Barricade and Traffic Control Services

Company:

Acme Barricades I.C

Barricades (Temporary) Type I, II, VP & Drum
Temporary Work Zone Signs Portable or Stand Mounted
Type III Berricades with 2 Type "B" High Intensity Flasher Units Six Feet Long
Orange 36" Traffic Cones with two reflective collars at top of cone
Estimated quantities of rental equipment are based on past usage experience, which is approximately 7,500 tickets per year.

#	Description of Work	One Year Forecast	Five Year Forecast	Unit of Measure		Unit Price	E	atended Price
1	Barricades - Fee based on the cost per ticket for the equipment (up to 28 pieces), placement, enziotenance and pick-up of the requested barricades, regardless of duration.	260	1300	Event	s	100.00	s	130,000.0
LA	Barriender - for the scope of work in Item 1, for these locathurs requiring to excess of 28 barriendes but are not included in Item 2, Laur Crosure, regardless of duration.	25	125	Event	s	300.00	s	37,500.0
1B	Supply of Additional Barricadm (Title one time fee shall be excessed, when a Bid Item 1 Event has been completed and JEA requests additional berricades on the same request, regardless of duration.)	5	25	Per Event Fee	s	75.00	s	1,875.0
2	Lane Closures and Rood Detours (Includes all necessary equipment to over regulations), placement, endormance and pickup regardiess of duration.	645	3225	Event	s	375.00	s	1,209,375 (
2A	Fee for re-ests blishing exhiting Lane Chusawa and Road Detours (This line item charge will be med, when an existing item 2 Lane Closure / Road Detour has been placed and broken down at the end of the day and stored on the Job site and JEA meds the Lane Closure or Road Detour to be re-established die following day or a later date.)	20	100	Per event fee based on item 2 event	s	150.00	s	15,000.0
3	Fee for Lighted Arrow Board - backedes deployment, and pick up - deployment included regardless of duration (one-days fee not to be charged along with line 2A)	40	200	Event	s	100.00	s	20,000 (
4	Solar Powered Message Boards - tuctudes deployment, and pick up - deployment tochnied regardies of duration (one-time for not to be charged shang with line 2A)	30	150	Event	s	100.00	s	15,000.0
5	After Nortusi Bankons Honey Call Out Fee, After 6:00 p.m. and before 7:00 a.m., seven (7) days a week and on Weekends and Holidays. (This line is a one time fee that may be charged for Bid Lines 1 through 4 above, based strictly on the time JEA places the call to the Vestor to schedule placement, NOT time of placement.)	110	550	Per Event Feo	s	100.00	3	55,000.
6	Multibestance and supply of the Yard Stock (400 pieces)  Type III Barriesdes with 2 Type 'B" High Intensity Flasher Units Six Feet Long - or - Garriesdes (Temporary) Type I, II, VP & Drum (or as regulation apply).	5	25	Mouthly Flat Fee	s	5,000.00	s	125,000.0
6A	Maintenance and supply of the Yard Stock (Each additional piece in excess of 490 pieces listed in litem 6	250	1250	per barricade wonthly fee	s	12.00	s	15,000.0
7	Flag person - Hourly rate all inclusive of travel remed trip to local office and transport. (Flag person time starts and stops when flagger arrives on the jointee and saves the joints).	40	200	Per Hour	s	50,00	s	10,000
7A	Night Thoe - Flag-person - flourly rate all badmive of travel round trip to local office and bramport. (Flag person time starts and stops when flagor a rrives on the jobalts and leaves the jobalts). Additionally, the Flag personal shall bring or be provided the appropriate still distinguished. In the hourly sate.	8	40	Per Hour	s	60.00	s	2,400.0
8	Water Filled Garrier Wall	2500	12500	Per LF	s	15.00	s	187,500.
9	Neppermental Work Anthorizonian (SWA)		1		s	150,000 00	s	150,000.
	JEA Response subtotal (Enter this amount on the Response For	rm Page 1 Lis	ne 1)				2	1,973,650

#	Description of Work	One Year Forecast	Five Year Forecast	Unit of Measure		Unit Price	E	extended Price
9	Rental Class "B" (Type 1) Berriandes with type "A" Flosher Unit	25000	125000	Each Day	\$	1.10	5	137,500.0
19	Rental Jay Barricadea	1000	5000	Each Day	\$	0.25	3	1,250.0
11	Rental Small Temporary Metal Combustion Signs Barriende or Stand Mousted	900	4500	Each Day	S	1,00	s	4,500 0
12	Reutal Type III Barricades with 2 Type "B" fligh Intensity Flador Units Six Feet Long	50	250	Each Day	\$	1.00	5	250.0
13	Lune Closures (Lockudes all necessary equipment to steet regulations)	1	5	Per Evens	s	500.00	s	2,500.0
3A	Daily resist rate past 24 bours	10	50	Each Day	\$	35.00	S	1,750.0
14	Rental Orange 36° Traffic Cones with two reflective collars at top of come	200	1000	Each Day	s	1.00	s	1,000
15	Reatal Arrow-Board, Lighted	5	25	Each Day	s	15.00	s	375.0
16	Solar Powered Message Boards	1	5	Each Day	S	50.00	\$	250,0
17	One Time Emergency Call Out Fee for After Hours and Weekends (After 6:00 PM M.F. Weekends and Halidays) and before 7:00 AM M-F	30	150	Per Byens	s	100.00	s	15,000.0
18	Druma with blushers	200	1000	Each Day	s	1.10	\$	1,100.0
	City of Jacksonville Response Subtotal (Enter this amount on the Resp	onse Form P	age 1 Line	2)			s	165,475.0

Appendix B - Response Forms 1411912646 Barricade Services

#### **SECTION 1.3.4. EQUIPMENT LIST**

Maximum score for this criterion is: 10 POINTS

Respondent will be scored according to their Equipment List that has been approved by JEA.

Proposers shall submit proof of ownership/lease with pictures, description and type of the listed equipment.

NOTE: Please use the space below to give a response to this criterion; if additional space is needed for the response to this criterion, please attach an additional page and label the response to correlate with this criterion.

Equipment	List	Attached



# **Equipment List**

Equipment	Quantity
Variable Message Board	1,700
Arrow Board	1,200
Radar Unit	225
Portable Regulatory Unit	200
Work Zone Signs	100,000
Drums	75,000
ADA Wall	30,000
Type III Barricades	10,000
Cones	40,000
Waterwall	1,200
Trucks	330
TMA	25

Appendix B - Response Forms 1411912646 Barricade Services

# SECTION 1.3.5. PROVIDE AN ORGANIZATIONAL STRUCTURE AND MANAGEMENT PLAN TO ENSURE THE SPECIFICATIONS OF THE CONTRACT ARE ACHIEVED (ORGANIZATIONAL STRUCTURE)

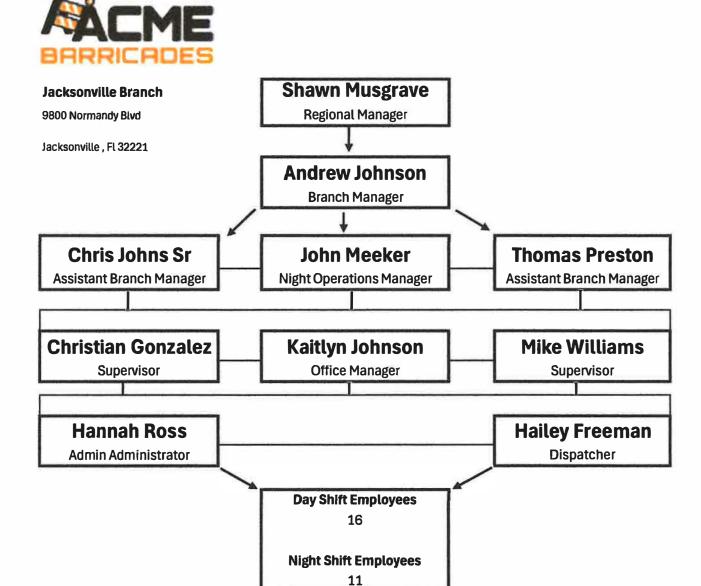
#### Maximum score for this criterion is: 10 POINTS

Company shall submit a written Organizational/Management Plan addressing at a minimum, the following elements:

- Display Ownership Structure as registered by the State of Florida
- Provide Office Management Structure and Qualifications of Positions
- Provide Lead/Foreman Structure and Qualifications of Positions
- Provide Crew Structure and Qualifications of Positions
- Provide Personnel Responsible for Invoicing and Administrative Communications
- Describe what resources you utilize to replace employees (Employment Replacement Plan)
- Overall Organizational Chart

NOTE: Please use the space below to give a response to this criterion; if additional space is needed for the response to this criterion, please attach an additional page and label the response to correlate with this criterion.

See	Attached
	AC.





### Shown Musgrave

Certificate

Has Completed a FDOT Approved Temporary Traffic

614224

Instructor? A

Control: Advanced Course.

Issued: 09/06/2023 Training Provider.

Expires: 08/24/2027

A&SW Consultants, Inc. 5545 Benchmark Lane Sanford, FL 32773 Ph: 386-788-9899

Verify this Certificate at www.moudmin.com.



Certificate:

604729

Issued: 01/05/2023

Expires: 01/04/2027

Instructor:R. A

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

**Training Provider:** 



A&SW Consultants, Inc. 5545 Benchmark Lane Sanford, FL 32773 Ph: 386-788-9899

Verify this Certificate at www.motadmin.com.



Certificate

623610

Issued: 05/13/2024

Expires: 05/03/2028

Instructor:RA

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

Training Provider:



A&SW Consultants, Inc. 5545 Benchmark Lane Sanford, FL 32773 Ph: 386-788-9899

Verify this Certificate at www.motadmin.com.



# This Certifies that JOHN MEEKER

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 08/24/2025 Certificate # 76759
Instructor: James Ellzey FDOT Provider # 134

A&SW Consultants, Inc.
Phone: 386-788-9899
5545 Benchmark Lane
Sanford , FL 32773
www.FloridaMOT.com
nicolle@aswconsultants.com





Certificate

604733

Issued 01/05/2023

Expires: 01/04/2027

Instructor R A

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

Training Provider:



A&SW Consultants, Inc. 5545 Benchmark Lane Sanford, FL 32773 Ph: 386-788-9899

Verify this Certificate at www.motadmin.com.



Certificate

616990

**Issued:** 11/10/2023

**Explres** 11/03/2027

Instructor.R. A

Has Completed a FDOT Approved Temporary Traffic

Control: Advanced Course.

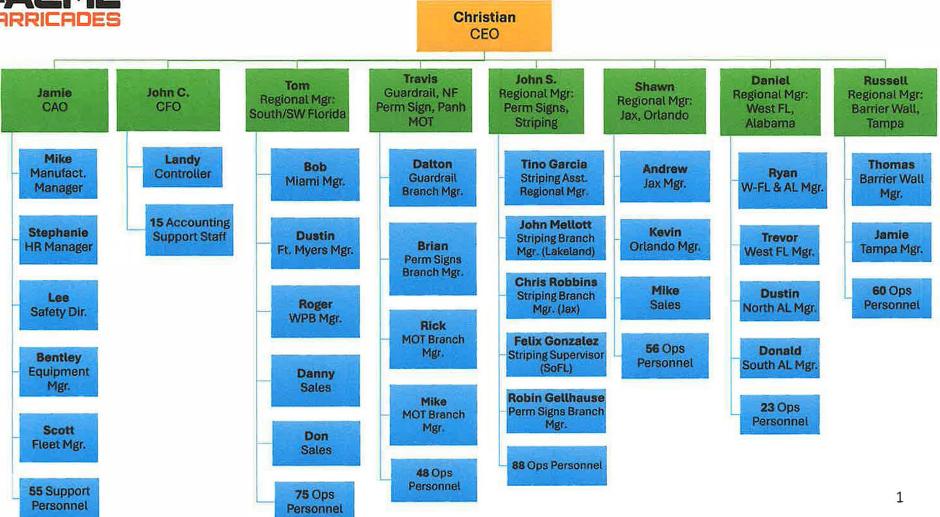
Training Provider:



A&SW Consultants, Inc. 5545 Benchmark Lane Sanford, FL 32773 Ph: 386-788-9899

Verify this Certificate at www.motadmin.com.





Service Dept

Sabra "Sam" Mitchell

(954) 773-4546

Miami Branch

smitchell@acmebarricades.com

Repairs Admin Assistant

### **Acme Barricades Phone List - Corporate Office**

Office #: Fax #:	904-781-1950 904-781-1921	County:	Duval	Address:	9800 Normandy Blvd Jacksonville, FL 32221
Phone Ext	Name	Cell#	DIRECT LINE	Emall:	TITLE
EXT 101	<b>Christian Cummings</b>	(904) 591-5541		ccummings@acmebarricades.com	Chief Executive Officer
EXT 134	John Casteen	(904) 509-4928	(904) 423-1738	jcasteen@acmebarricades.com	Chief Financial Officer
EXT 115	Jamie Bertoch	(843) 297-0174		jbertoch@acmebarricades.com	Chief Administrative Officer
EXT 123	Mayelin Cordoves		(904) 423-1727	Contracts@acmebarricades.com	Exec Assistant / Contract Administrator
EXT 103	Landy Holloway	(904) 545-0208		lholloway@acmebarricades.com	Controller
EXT 117	Erin Hall	1	(904) 423-1736	ehall@acmebarricades.com	Assistant to Controller
EXT 105	Jeff Morin	İ		imorin@acmebarricades.com	Staff Accountant
EXT 122	Jillan Martinez		(904) 423-1725	imartinez@acmebarricades.com	AR DEPT - Customers A-E
EXT 124	Taylor Leftwich	أعارية بمناتها أنا	(904) 423-1723	tleftwich@acmebarricades.com	AR DEPT - Customers F-M
EXT 100	Christian Parker		(904) 423-1724	cparker@acmebarricades.com	AR DEPT - Customers N-Z
EXT 102	Kewanna Groman	(904) 412-1307	(904) 423-1726	kgroman@acmebarricades.com	Billing Team Lead
EXT 135	Stephanie Mata	1	(904) 423-1735	smata@acmebarricades.com	Billing Dept - PAN/MIL/JAX/ORL
EXT 132	Laura Pittman		(904) 423-1737	lpittman@acmebarricades.com	Billing Dept - MIA/WPB/FTM/TPA
EXT 136	Kristen Mcdain-Cooper			kcooper@acmebarricadeslcom	Billing Dept - Specialty Billing Divisions
EXT 111	Priscilla Padron	(954) 706-6160	(904) 423-1720	ppadron@acmebarricades.com	Senior Staff Accountant
EXT 113	Terri Young	1 (334) 100 0200	(904) 423-1722	tyoung@acmebarricades.com	A/P Associate
EXT 121	Vada Suggs	(904) 742-6931	(904) 423-1731	vsuggs@acmebarricades.com	A/P Associate
EXT 131	Jenay Quarterman		(904) 423-1733	iguarterman@acmebarricades.com	A/P Associate
		-			
EXT 114	Stephanie Hartley		(904) 423-1721	shartley@acmebarricades.com	Human Resource Mgr/EEO Officer
EXT 125	Jessica Cooper		(904) 423-1729	icooper@acmebarricades.com	HR Admin Assistant
EXT 120	Wanda Rowe		(904) 423-1728	wrowe@acmebarricades.com	EEO/Certified Payroll Team Lead
EXT 126	Libby Sewell	(904) 233-3418	(904) 423-1732	lsewell@acmebarricades.com	EEO/Certified Payroll
EXT 137	Katelyn Longley			klongley@acmebarricades.com	EEO/Certified Payroll/HR
EXT 127	Ann Fallon			afallon@acmebarricades.com	Corporate Admin/Receptionist
	Lee Woolfolk	(904) 763-1918	Remote Emp	lwoolfolk@acmebarricades.com	Safety Director
SAFETY DEPT	Chuck Ridings	(850) 217-4767	Field Emp	cridings@acmebarricades.com	Safety Coordinator
	Del Lopes	(334) 531-4156	Field Emp	dlopes@acmebarricades.com	Safety Coordinator
EXT 107	Tammy Douglas	(904) 528-0376		tdouglas@acmebarricades.com	Claims Coordinator
EXT 130	Sandee Fox		(904) 423-1734	sfox@acmebarricades.com	Safety Admin Assistant
	Coott Ball	(004) 670 2011	S. H. S.		Floral Manager
FLEET DEPT	Scott Bell	(904) 678-2341	Field Emp	sbell@acmebarricades.com	Fleet Manager
	Jason Reffner	(904) 673-6872		<u>ireffner@acmebarricades.com</u>	Fleet Admin Assistant
Equipment /	Bentley Cox	850-815-1194	Remote Emp	ebcox@acmebarricades.com	Equipment Manager
C D		10011000			-4-1

ACME BARRICADES Supporting Documents 04/24/25

REGION	rd #8 Supporting ADES  Address	NAME	CELL PHONE #	EMAIL	1/8/25 POSITION
Tampa/BW	- AUGI C33	Russell Abell	(407) 383-7267		Regional Manager
Barrier Wali	508 Clifton St		(813) 495-7423	rabeli@acmebarricades.com	
barrier wall	Orlando, FL 32808	Thomas Riley  Kyle Baldwin	(813) 373-0377	triley@acmebarricades.com kbaldwin@acmebarricades.com	BW Supervisor BW Foreman
Tampa	2611 S. 82nd St.	Jaime Gonzalez	(813) 477-5206	igonzalez@acmebarricades.com	Tampa Branch Mgr
	Tampa, FL 33619	Victoria Fernandez	(813) 623-2263	vfernandez@acmebarricades.com	Tampa Admin
South Florida		Jeniffer Gonzalez  Tom Brady	(954) 895-9891	jeniffergonzalez@acmebarricades.com tbrady@acmebarricades.com	Tampa Admin Regional Manager
Mlami	4601 Oakes Rd	Bob Trites	(954) 295-9618	btrites@acmebarricades.com	Miami Branch Mgr
WIIGHII	Davie, FL 33314	Susy Hermina	(934) 293-3010	shermina@acmebarricades.com	Miami Office Mgr
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Sandi Parisian	(954) 321-8205 Office	southfi@acmebarricades.com	Miami Dispatch
		Clere Machlavello		mlamiadmln@acmebarricades.com	Miaml Admin
WPB	3705 Interstate Pkwy	Roger Mastrapa	(954) 644-3749	rmastrapa@acmebarricades.com	WPB Branch Mgr
	West Palm Beach, FL 33404	Flor Carpio	(F61) 6F7 0222 Office	fcarpio@acmebarricades.com	WPB Admin/Dispatch
		Vivian Parrado Naiber Reyna Leyva	(561) 657-8222 Office	vparrado@acmebarricades.com pbch@acmebarricades.com	WPB Admin WPB Dispatch
FTM	3690 Canal St	Don Black	(904) 477-3855	dblack@acmebarricades.com	Ft Myers Branch Mgr
• • • • • • • • • • • • • • • • • • • •	Ft Myers, FL 33916		(50.1) 5555	Section 1	
	Office: 239-479-5266	Dara Solomon	(850) 89 <del>6-</del> 7223	fradmin@acmebarricades.com	Ft Myers Admin
NE/Ctrl Florida		Shawn Musgrave	(954) 999-8454	smusgrave@acmebarricades.com	Regional Manager
Jacksonville	9800 Normandy Blvd	Andrew Johnson	(904) 463-6669	ajohnson@acmebarricades.com	Jax Branch Manager
	Jacksonville, FL 32221	Kaitlyn Johnson		kjohnson@acmebarricades.com	Jax Branch Office Manager
	Office: 904-781-1950	Hailey Freeman	Ext 106	dispatchjax@acmebarricades.com	Jax Dispatch
	Fax: 904-781-1921	Hannah Ross	Ext 133	jaxbranchadmin@acmebarricades.com	Jax Admin
Orlando	508 Clifton St	Kevin Baldwin	(813) 545-4787	Kevin@@acmebarricades.com	Orlando Branch Mgr
	Orlando, FL 32808 Office: 407-253-4337	Russell Gellhause	(321) <b>94</b> 5-3316	russelig@acmebarricades.com orlandodispatch@acmebarricades.com	Orlando Operations Mgr Orlando Dispatch
	Office: 407-233-4337	Mellssa Magee Toshia King		orlandoadmin@aonebarricades.com	Orlando Admin
anhandle, GR, N	203	Travis Tyner	(850) 766-5877	ttyner@acmebarricades.com	Regional Manager
Midway	1675 Commerce Blvd.	Brian Downs	(850) 445-1373	bdowns@acmebarricades.com	Midway Branch Mgr
wildingy	Midway, FL 32343	Christi McBride	(850) 765-8546 Office	cmcbride@acmebarricades.com	Midway Admin
11 0-1	10339 90th Trall, Live				
Live Oak	Oak, FL 32060	Terry Sapp	(850) 528-3667	tspeo@armebarricades.com	Live Oak Branch Mgr
Panama City	10601 Hwy 20	Rick Mapes	(850) 258-6601	rmapes@scmebarricades.com	Panama City Branch Mgr
	Youngstown, FL 32466	Elsa Ferrer	(904) 831-6440	eferrer@acmebarricades.com	Panama City Admin
N FL Perm Signs	1675 Commerce Blvd.	Michael Correia	(850) 284-5140	mcorreia@acmebarricades.com	N FL Perms Signs Manager
0 4 "	Midway, FL 32343	Lauren Latham	(85D) 791-0587	llatham@acmebarricades.com	Operations Support Specialist
Guardrail	1675 Commerce Blvd.	Dalton Tyner	(8SO) 544-9744	dtyner@acmebarricades.som	Guardrail Manager
1 /01 1	Midway, FL 32343	Lauren Latham	(850) 791-0587	llatham@acmebarricades.com	Operations Support Specialist
Pensacola/Alaban	na	Daniel Hodges	(321) 689-7396	dhodges@acmebarricades.com	Regional Manager
		Ryan Rice	(850) 274-2337	rrice@acmebarricades.com	Area Manager
Pensacola MOT	0303 Kinling Change	Trevor Andrews	(850) 910-1423	tandrews@acmebarricades.com	Branch Manager
Gulf Coast Perm Signs	8203 Kipling Street, Pensacola, FL 32514	Shea Cravatt	(850) 478-7066	mlltonadmin@acmebarrlcades.com bcrooke@acmebarrlcades.com	MOT Admin
& Striping	Pelisacola, FC 32314	Blair Crooke  Donna Evans	(850) 478-7066 (850) 478-7066	devans@acmebarricades.com	Branch Manager Perm Signs/Striping Admin
Alabama		Ryan Rice	(850) 274-2337	rrice@acmebarricades.com	Area Manager
CHANGILLA		Auburn Blackwood	(904) 727-8236	ablackwood@acnebarricades.com	Alabama Admin
Birmingham & North	116 Park Ave,				
Montgomery	Moody, AL 35004	Dustin Tanner	(239) 424-0039	dtanner@acmebarricades.com	Branch Manager
Mobile & Central/ South	8203 Kipling Street,	Donald Cole	(850) 529-9913	dcole@acmebarricades.com	Branch Manager
Montgomery	Pensacola, FL 32514				
ign Shop		Jamie Bertoch	(843) 297-0174	<u>ibertoch@acmebarricades</u>	Chief Administrative Office
	8135 Tomkow Road	Michael Folz		mfolz@acmebarricades.com	Production Operations Manage
Lakeland Shop		Laurence Harridge			Production Lead
	Lakeland, FL 33809	Lawrence Hayden	(863) 709-5355	Ihavden@acmebarricades.com	
triping/Lakeland Pe	Lakeland, FL 33809 erm Signs	John Simms	(863) 227-4997	isimms@acmebarricades.com	Regional Manager
triping/Lakeland Pe Lakeland Perm	takeland, FL 33809 erm Signs 8135 Tomkow Road	John Simms Robin Gellhause	(863) 227-4997 (321) 217-7360	isimms@acmebarricades.com	Regional Manager Lkd Perm Signs Branch Mgr
triping/Lakeland Pe	Lakeland, FL 33809 erm Signs	John Simms  Robin Gellhause  David Troller	(863) 227-4997 (321) 217-7360 (863) 510-3787	jsimms@acmebarricades.com rgellhayse@acmebarricades.com dtroller@acmebarricades.com	Regional Manager  Lkd Perm Signs Branch Mgr  Lkd Perm Signs Operations Mg
triping/Lakeland Pe Lakeland Perm	takeland, FL 33809 erm Signs 8135 Tomkow Road	John Simms Robin Gellhause David Troller Sean Simms	(863) 227-4997 (321) 217-7360 (863) 510-3787 (863) 226-8334	jsimms@acmebarricades.com rgellhayse@acmebarricades.com dtroller@acmebarricades.com ssimms@acmebarricades.com	Regional Manager  Lkd Perm Signs Branch Mgr  Lkd Perm Signs Operations Mg  Project Manager
triping/Lakeland Pe Lakeland Perm	takeland, FL 33809 erm Signs 8135 Tomkow Road	John Simms Robin Gellhause David Troller Sean Simms Rick Parker	(863) 227-4997 (321) 217-7360 (863) 510-3787 (863) 226-8334 (850) 408-6322	isimms@acmebarricades.com rgellhause@acmebarricades.com dtroller@acmebarricades.com ssimms@acmebarricades.com rparker@acmebarricades.com	Regional Manager Lkd Perm Signs Branch Mgr Lkd Perm Signs Operations Mg Project Manager Admin
triping/Lakeland Pe Lakeland Perm Signs	Lakeland, FL 33809 erm Signs 8135 Tomkow Road Lakeland, FL 33809	John Simms  Robin Gellhause  David Troller  Sean Simms  Rick Parker  Tino Garcia	(863) 227-4997 (321) 217-7360 (863) 510-3787 (863) 226-8334 (850) 408-6322 (919) 879-9548	isimms@acmebarricades.com rgellhause@acmebarricades.com dtroller@acmebarricades.com ssimms@acmebarricades.com rparker@acmebarricades.com tgarcia@acmebarricades.com	Regional Manager  Lkd Perm Signs Branch Mgr  Lkd Perm Signs Operations Mg  Project Manager  Admin  Asst Regional Mgr - Stripin
triping/Lakeland Pe Lakeland Perm Signs	Lakeland, FL 33809 erm Signs 8135 Tomkow Road Lakeland, FL 33809	John Simms  Robin Gellhause  David Troller  Sean Simms  Rick Parker  Tino Garcia  John Mellott	(863) 227-4997 (321) 217-7360 (863) 510-3787 (863) 226-8334 (850) 408-6322 (919) 879-9548 (586) 719-2041	isimms@acmebarricades.com  rgellhause@acmebarricades.com  dtroller@acmebarricades.com  ssimms@acmebarricades.com  rparker@acmebarricades.com  tgarcia@acmebarricades.com  [mellott@acmebarricades.com]	Regional Manager  Lkd Perm Signs Branch Mgr Lkd Perm Signs Operations Mg Project Manager Admin  Asst Regional Mgr - Stripin  Lkd Striping Branch Manager
triping/Lakeland Pe Lakeland Perm Signs	Lakeland, FL 33809 erm Signs 8135 Tomkow Road Lakeland, FL 33809 8135 Tomkow Road Lakeland, FL 33809	John Simms  Robin Gellhause  David Troller  Sean Simms  Rick Parker  Tino Garcia  John Mellott  Shannon Thomson	(863) 227-4997 (321) 217-7360 (863) 510-3787 (863) 226-8334 (850) 408-6322 (919) 879-9548 (586) 719-2041 (813) 816-5874 Office	isimms@acmebarricades.com  rgellhause@acmebarricades.com  dtroller@acmebarricades.com  ssimms@acmebarricades.com  rparker@acmebarricades.com  tgarcla@acmebarricades.com  [mellott@acmebarricades.com  sthomson@acmebarricades.com	Regional Manager Lkd Perm Signs Branch Mgr Lkd Perm Signs Operations Mg Project Manager Admin Asst Regional Mgr - Stripir Lkid Striping Branch Manage Office Mgr
triping/Lakeland Pe Lakeland Perm Signs Lakeland Striping	Lakeland, FL 33809 erm Signs 8135 Tomkow Road Lakeland, FL 33809  8135 Tomkow Road Lakeland, FL 33809  170 Cumberland Park Dr	John Simms  Robin Gellhause  David Troller  Sean Simms  Rick Parker  Tino Garcia  John Mellott  Shannon Thomson  Chris Robbins	(863) 227-4997 (321) 217-7360 (863) 510-3787 (863) 226-8334 (850) 408-6322 (919) 879-9548 (586) 719-2041 (813) 816-5874 Office (407) 738-8308	isimms@acmebarricades.com  rgellhause@acmebarricades.com  dtroller@acmebarricades.com  ssimms@acmebarricades.com  roarker@acmebarricades.com  tgarcia@acmebarricades.com  jmellott@acmebarricades.com  sthomson@acmebarricades.com  orobblns@acmebarricades.com	Regional Manager Lkd Perm Signs Branch Mgr Lkd Perm Signs Operations Mg Project Manager Admin Asst Regional Mgr - Stripir Lkid Striping Branch Manager Office Mgr Jax Striping Branch Manager
triping/Lakeland Pe Lakeland Perm Signs	Lakeland, FL 33809 erm Signs 8135 Tomkow Road Lakeland, FL 33809 8135 Tomkow Road Lakeland, FL 33809	John Simms Robin Gellhause David Troller Sean Simms Rick Parker Tino Garcia John Mellott Shannon Thomson Chris Robbins Tom Minton	(863) 227-4997 (321) 217-7360 (863) 510-3787 (863) 226-8334 (850) 408-6322 (919) 879-9548 (586) 719-2041 (813) 816-5874 Office (407) 738-8308 (904) 909-0908	isimms@acmebarricades.com  rgellhause@acmebarricades.com  dtroller@acmebarricades.com  ssimms@acmebarricades.com  roarker@acmebarricades.com  tgarcia@acmebarricades.com  jmellott@acmebarricades.com  sthomson@acmebarricades.com  orobbins@acmebarricades.com  tminton@acmebarricades.com	Regional Manager  Lkd Perm Signs Branch Mgr Lkd Perm Signs Operations Mg Project Manager Admin  Asst Regional Mgr - Stripin  Lkid Striping Branch Manager Office Mgr  Jax Striping Branch Manager Jax Striping Operations Mgr
Striping/Lakeland Pe Lakeland Perm Signs Lakeland Striping	Lakeland, FL 33809 erm Signs 8135 Tomkow Road Lakeland, FL 33809  8135 Tomkow Road Lakeland, FL 33809  170 Cumberland Park Dr St Augustine, FL 32095	John Simms  Robin Gellhause  David Troller  Sean Simms  Rick Parker  Tino Garcia  John Mellott  Shannon Thomson  Chris Robbins  Tom Minton  Kathy Payton	(863) 227-4997 (321) 217-7360 (863) 510-3787 (863) 526-8334 (850) 408-6322 (919) 879-9548 (586) 719-2041 (813) 816-5874 Office (407) 738-8308 (904) 909-0908 (904) 824-8849 Office	isimms@acmebarricades.com  rgellhause@acmebarricades.com  dtroller@acmebarricades.com  ssimms@acmebarricades.com  rparker@acmebarricades.com  tgarcia@acmebarricades.com  jmellott@acmebarricades.com  sthomson@acmebarricades.com  orobbins@acmebarricades.com  tminton@acmebarricades.com	Regional Manager  Lkd Perm Signs Branch Mgr Lkd Perm Signs Operations Mg Project Manager Admin  Asst Regional Mgr - Stripin  Lkid Striping Branch Manager Office Mgr  Jax Striping Branch Manager Jax Striping Operations Mgr  Jax Striping Office Mgr
triping/Lakeland Pe Lakeland Perm Signs Lakeland Striping	Lakeland, FL 33809 erm Signs 8135 Tomkow Road Lakeland, FL 33809  8135 Tomkow Road Lakeland, FL 33809  170 Cumberland Park Dr St Augustine, FL 32095  3400 Burris Rd Unit C	John Simms Robin Gellhause David Troller Sean Simms Rick Parker Tino Garcia John Mellott Shannon Thomson Chris Robbins Tom Minton Kathy Payton Sergio Fernandez	(863) 227-4997 (321) 217-7360 (863) 510-3787 (863) 226-8334 (850) 408-6322 (919) 879-9548 (586) 719-2041 (813) 816-5874 Office (407) 738-8308 (904) 909-0908 (904) 824-8849 Office (954) 740-9434	isimms@acmebarricades.com  rgellhause@acmebarricades.com  dtroller@acmebarricades.com  ssimms@acmebarricades.com  roarker@acmebarricades.com  tgarcia@acmebarricades.com  jmellott@acmebarricades.com  sthomson@acmebarricades.com  crobblns@acmebarricades.com  tminton@acmebarricades.com  kmayton@acmebarricades.com  sfemandez@acmebarricades.com	Regional Manager  Lkd Perm Signs Branch Mgr Lkd Perm Signs Operations Mg Project Manager Admin  Asst Regional Mgr - Stripin  Lkld Striping Branch Manager Office Mgr  Jax Striping Branch Manager Jax Striping Operations Mgr Jax Striping Office Mgr  South FL Striping Branch Mgr
triping/Lakeland Pe Lakeland Perm Signs Lakeland Striping	Lakeland, FL 33809 erm Signs 8135 Tomkow Road Lakeland, FL 33809  8135 Tomkow Road Lakeland, FL 33809  170 Cumberland Park Dr St Augustine, FL 32095	John Simms  Robin Gellhause  David Troller  Sean Simms  Rick Parker  Tino Garcia  John Mellott  Shannon Thomson  Chris Robbins  Tom Minton  Kathy Payton	(863) 227-4997 (321) 217-7360 (863) 510-3787 (863) 526-8334 (850) 408-6322 (919) 879-9548 (586) 719-2041 (813) 816-5874 Office (407) 738-8308 (904) 909-0908 (904) 824-8849 Office	isimms@acmebarricades.com  rgellhause@acmebarricades.com  dtroller@acmebarricades.com  ssimms@acmebarricades.com  rparker@acmebarricades.com  tgarcia@acmebarricades.com  jmellott@acmebarricades.com  sthomson@acmebarricades.com  orobbins@acmebarricades.com  tminton@acmebarricades.com	Regional Manager  Lkd Perm Signs Branch Mgr Lkd Perm Signs Operations Mg Project Manager Admin  Asst Regional Mgr - Stripin  Lkid Striping Branch Manager Office Mgr  Jax Striping Branch Manager Jax Striping Operations Mgr  Jax Striping Office Mgr

Sales Team Award #8 Supporting Documents 04/24/854) 740-2755 ddercole@acmebarricades.com Sales & Estimating

Danny Benfield (305) 796-3928 dbenfield@acmebarricades.com Sales & Estimating

Mike Moore (813) 695-3690 mmoore@acmebarricades.com Sales & Estimating

Jay Burleson 850-251-1175 jburleson@acmebarricades.com Sales & Estimating

Appendix B - Response Forms 1411912646 Barricade Services

# SECTION 1.3.6. ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS (QUALITY METRICS)

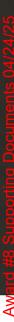
#### Maximum score for this criterion is: 10 POINTS

Company shall submit a written Quality Plan addressing, at a minimum, the following elements:

- How will Respondent determine if service levels are being met across all sites?
- What quality metrics will be tracked (what is inspected) by the Respondent?
- With what frequency are the quality metrics recorded? (With what frequency are the inspections conducted?)
- Describe the coverage of the inspections conducted by the Respondent. With what frequency are ALL sites inspected?
- How frequently are quality reports (results of inspections) provided to the JEA Contract Administrator?
- How will quality reports (results of inspections) be provided to the JEA Contract Administrator?
- What is the timeframe in which the Respondent will follow-up on failed inspections?
- Who conducts inspections for the Respondent?

NOTE: Please use the space below to give a response to this criterion; if additional space is needed for the response to this criterion, please attach an additional page and label the response to correlate with this criterion.

ACME Barricades will have an assigned dedicated Supervisor overseeing the JEA Contract along with Multiple crews to Service JEA requests. All reporting and work Orders will be processed in a timely manner and provided to JEA as required. We have attached with this form all of our company safety requirements and the number of safety inspections performed in the field on our crews and their set ups by our management staff or our Safety team.





**Company Overview** 

February 2025









Largest highway safety company in the Southeast, established in 1997.



















- Temporary Traffic Control & MOT
- Guardrail installation
- Concrete Barrier Wall rental, installation
- Permanent Signs manufacturing & installation
- Pavement Marking











# **Our Footprint**



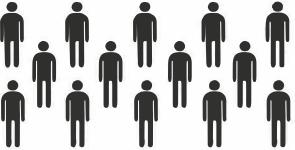
18 locations strategically located to cover Florida, South Georgia, Alabama, SE Mississippi and Tennessee



## **Our People**

- Experienced management team more than 400 years combined industry experience
  - 6 Regional / Division Managers with minimum 20 years industry experience each.
- Supervisors on staff in every location certified, experienced and proficient in Temporary Traffic Control plan design, permitting and implementation.
- 450 dedicated professionals
- All crew leaders have Advanced MOT certification
- Available to respond 24 / 7, 365 days per year.





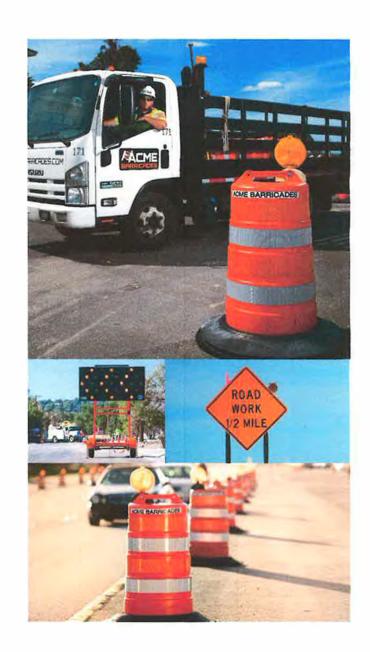


## Resources

Fleet, equipment, and inventory ready to meet the demands of any size project.

## Highlights:

- More than 325 trucks ready to mobilize.
- Over 3000 TTC trailers (Message Boards, Radars, Arrow Boards, etc.)
- 16,000 sq. ft. manufacturing shop barricades, temporary work zone and permanent signs.
- Tens of thousands of channelizing devices in inventory
- · Ability to rapidly deploy resources throughout the region
- FDOT approved Channelizing Device Supplier
- FDOT Pre-Qualified in Pavement Marking, Permanent Signs and Guardrail



# **Experience & Capabilities**

- Experienced partner to multiple utility contractors
  - Examples...
  - Jacksonville Electric Authority
  - Pike
  - FPL
  - PowerTown
- Municipal Contract Examples:
  - · City of Jacksonville
  - · City of Tampa
  - · City of Orlando
  - · Miami-Dade County
  - · Hillsborough County
  - Brevard County

- FDOT MOT contracts statewide, including Turnpike
- Large-scale FDOT emergency response contracts hurricanes, natural disasters
- MOT of any scale:
  - · Shoulder closures to multi-lane freeways
  - Disney marathons
  - NFL Super Bowls
- Permitting
- Complex, large scale Traffic Control Plans
  - Option for P.E. Signed & Sealed



# **Turn-key Barrier Wall Service**

- Hundreds of thousands of linear feet of concrete barrier wall in inventory.
- Deployed, relocated, and removed using Acme's own fleet of trucks, trailers, loaders and personnel.
- Multiple crews, each led by highly experienced foreman, focused on safety and efficiency.



# One Purpose: SAFETY

The only reason Acme Barricades exists is to protect the countless people who work in, and travel through our work zones every day.

"Safety is one of our greatest responsibilities and continues to be the first consideration in the operation of this business."

- Christian Cummings, CEO

We have high expectations when it comes to safety.

Participation in our Safety Program is a requirement of every employee, at all levels.



# **Safety Program**

- Performance-focused analytics
- Led by Certified Safety Professional
- CEO is engaged daily
- Safety Director + full-time team of four dedicated to safety
- All employees participate, from entry level to management
- Comprehensive training and mentorship programs



# **Quality Control**

- 1000+ jobsite assessments conducted annually.
- Performed by local supervisors, branch managers and safety department.
- Onsite hazard assessment and employee evaluation.



## References

- Disney
  - Paul Morris, Jr. Sports Event Manager, ESPN / Run Disney
- Prince Contracting
  - Jack Calandros Executive Director
- Hubbard Construction
  - Mike Upton Senior Project Manager / Senior Estimator
- General Asphalt Co.
  - Rob Lopez Vice President



#### Award #8 Supporting Documents 04/24/25

Appendix B - Response Forms 1411912646 Barricade Services

## SECTION 1.3.7. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) Maximum score for this criterion is: 5 POINTS

Respondent shall indicate if it is certified as a Jacksonville Small and Emerging Business (JSEB) as defined by Jacksonville Ordinance 2004-602; Chapter 126, Part 6A and 6B.

Respondent shall indicate if it is certified as a Jacksonville Small and Emerging Business (JSEB) as defined by Jacksonville Ordinance 2004-602; Chapter 126, Part 6A and 6B.

If Respondent is not a certified JSEB, the Respondent shall list any JSEB certified subcontractors that it intends to utilize in the performance of this Work. The listing should include names of the JSEBs, the type of service they will provide, and the percentage of work being subcontracted. Points will be awarded based on the type and amount of work that will be conducted by JSEB firms.

The points will be awarded as follows:

Respondent is a COJ/JEA certified JSEB = 5 points

Respondent is not a JSEB but will subcontract Work to JSEBs:

Non-JSEB with JSEB partner:

- Greater than or equal to 20% of work = 4 points
- Greater than or equal to 15%, but less than 20% of work = 3 points
- Greater than or equal to 10%, but less than 15% of work = 2 points
- Greater than or equal to 5%, but less than 10% of work = 1 point
- Less than 5% of work = 0 points

Per Section 1.1.12., "It is at the Respondent's option as to whether it chooses to subcontract with a JSEB firm."

Responding as a JSEB firm or commitment to utilize a JSEB firm is optional, however the evaluation criteria does allow for a maximum of 5 points. To gain points for this section, please complete and submit the form titled 1411912646 Appendix B – JSEB Form.

## Award #8 Supporting Documents 04/24/25

#### 1411912646 Barricade Services Appendix B - Response Workbook (Only complete the prices in yellow cells)

#### Part I - JEA Barricade and Traffic Control Services

Company

Acme Barricades LC

Barricades (Temporary) Type I, II, VP & Drum
Temporary Work Zone Signs Portable or Stand Mounted
Type III Barricades with 2 Type "B" High Intensity Flasher Units Six Feet Long
Orange 36" Traffic Cones with two reflective collars at top of cone
Estimated quantities of rental equipment are based on past usage experience, which is approximately 7,500 tickets per year.

Louinacea quanti	ties of rental equipment are based on past usage experience, which is approximately 7,500 tickets per year.						
#	Description of Work	One Year Forecast	Five Year Forecast	Unit of Measure	Unit Price	Extended Price	
1	Barricades - Fee based on the cost per ticket for the equipment (up to 20 pieces), placement, maintenance and pick-up of the requested barricades, regardless of duration.	260	1300	Event	\$ 100.00	\$	130,000.00
1A	Barricades - for the scope of work in Item 1, for those locations requiring in excess of 20 barricades but are not included in Item 2, Lane Closure, regardless of duration.	25	125	Event	\$ 300.00	\$	37,500.00
1B	Supply of Additional Barricades (This one time fee shall be assessed, when a Bid Item 1 Event has been completed and JEA requests additional barricades on the same request, regardless of duration.)	5	25	Per Event Fee	\$ 75.00	\$	1,875.00
2	Lane Closures and Road Detours (Includes all necessary equipment to meet regulations), placement, maintenance and pickup regardless of duration.	645	3225	Event	\$ 375.00	\$	1,209,375.00
2A	Fee for re-establishing existing Lane Closures and Road Detours (This line item charge will be used, when an existing Item 2  Lane Closure / Road Detour has been placed and broken down at the end of the day and stored on the job site and JEA needs the Lane Closure or Road Detour to be re-established the following day or a later date.)		100	Per event fee based on item 2 event	\$ 150.00	\$	15,000.00
3	Fee for Lighted Arrow Board - includes deployment, and pick up - deployment included regardless of duration (one-time fee not to be charged along with line 2A)	40	200	Event	\$ 100.00	\$	20,000.00
4	Solar Powered Message Boards - includes deployment, and pick up - deployment included regardless of duration (one-time fee not to be charged along with line 2A)	30	150	Event	\$ 100.00	\$	15,000.00
5	After Normal Business Hours Call Out Fee, After 6:00 p.m. and before 7:00 a.m., seven (7) days a week and on Weekends and Holidays. (This line is a one time fee that may be charged for Bid Lines 1 through 4 above, based strictly on the time JEA places the call to the Vendor to schedule placement, NOT time of placement.)	110	550	Per Event Fee	\$ 100.00	\$	55,000.00
6	Maintenance and supply of the Yard Stock (400 pieces)  Type III Barricades with 2 Type "B" High Intensity Flasher Units Six Feet Long - or - Barricades (Temporary) Type I, II, VP & Drum (or as regulations apply).		25	Monthly Flat Fee	\$ 5,000.00	\$	125,000.00
6A	Maintenance and supply of the Yard Stock (Each additional piece in excess of 400 pieces listed in item 6	250	1250	per barricade monthly fee	\$ 12.00	\$	15,000.00
7	Flag-person - Hourly rate all inclusive of travel round trip to local office and transport. (Flag person time starts and stops when flagger arrives on the jobsite and leaves the jobsite).	40	200	Per Hour	\$ 50.00	\$	10,000.00
7A	Night Time - Flag-person - Hourly rate all inclusive of travel round trip to local office and transport. (Flag person time starts and stops when flagger arrives on the jobsite and leaves the jobsite). Additionally, the Flag personal shall bring or be provided the appropriate equipment, lighting included in the hourly rate.	8	40	Per Hour	\$ 60.00	\$	2,400.00
8	Water Filled Barrier Wall	2500	12500	Per LF	\$ 15.00	\$	187,500.00
9	Supplemental Work Authorization (SWA)	-	1	-	\$ 150,000.00	\$	150,000.00
	JEA Response subtotal (Enter this amount on the Response Fo	orm Page 1 I	ine 1)			\$	1,973,650.00

#	Description of Work	One Year Forecast	Five Year Forecast	Unit of Measure	e Unit Price		Extended Price	
9	Rental Class "B" (Type 1) Barricades with type "A" Flasher Unit	25000	125000	Each Day	\$	1.10	\$	137,500.
10	Rental Jay Barricades	1000	5000	Each Day	\$	0.25	\$	1,250.
11	Rental Small Temporary Metal Construction Signs Barricade or Stand Mounted	900	4500	Each Day	\$	1.00	\$	4,500.
12	Rental Type III Barricades with 2 Type "B" High Intensity Flasher Units Six Feet Long	50	250	Each Day	\$	1.00	\$	250
13	Lane Closures (Includes all necessary equipment to meet regulations)	1	5	Per Event	\$	500.00	\$	2,500
13A	Daily rental rate past 24 hours	10	50	Each Day	\$	35.00	\$	1,750
14	Rental Orange 36" Traffic Cones with two reflective collars at top of cone	200	1000	Each Day	\$	1.00	\$	1,000
15	Rental Arrow-Board, Lighted	5	25	Each Day	\$	15.00	\$	375
16	Solar Powered Message Boards	1	5	Each Day	\$	50.00	\$	250
17	One Time Emergency Call Out Fee for After Hours and Weekends (After 6:00 PM M-F, Weekends and Holidays) and before 7:00 AM M-F	30	150	Per Event	\$	100.00	\$	15,000
18	Drums with Flashers	200	1000	Each Day	\$	1.10	\$	1,100
	City of Jacksonville Response Subtotal (Enter this amount on the Res	ponse Form	Page 1 Lir	ne 2)			\$	165,475

### 1411912646 Barricade Services Evaluation Scoring Summary Final Round

Vendor Rankings	Erin Ruddock	Whitney Saunders	Kyle Schoettler	Σ Rank			Total Score	Rank
ACME Barricades	1	1	1	3			260	1
Bob's Barricades, Inc.	2	2	2	6			249	2
·	•			•	<u> </u>		•	
Erin Ruddock	Quotation of Rates (45 Points)	Past Performance / Experience Evaluation (20 Points)	Equipment List (10 Points)	Organizational Structure (10 Points)	Quality Metrics (10 Points)	JSEB (5 Points)	Total	Rank
ACME Barricades	43.34	20.00	6.50	9.00	6.50	0.00	85.34	1
Bob's Barricades, Inc.	45.00	20.00	5.00	6.50	8.00	0.00	84.50	2
				•	•			
Whitney Saunders	Quotation of Rates (45 Points)	Past Performance / Experience Evaluation (20 Points)	Equipment List (10 Points)	Organizational Structure (10 Points)	Quality Metrics (10 Points)	JSEB (5 Points)	Total	Rank
ACME Barricades	43.34	20.00	10.00	9.00	5.00	0.00	87.34	1
Bob's Barricades, Inc.	45.00	20.00	6.00	4.00	6.00	0.00	81.00	2
							•	
Kyle Schoettler	Quotation of Rates (45 Points)	Past Performance / Experience Evaluation (20 Points)	Equipment List (10 Points)	Organizational Structure (10 Points)	Quality Metrics (10 Points)	JSEB (5 Points)	Total	Rank
ACME Barricades	43.34	20.00	10.00	9.00	5.00	0.00	87.34	1
Bob's Barricades. Inc.	45.00	20.00	10.00	3.50	5.00	0.00	83.50	2
,								
Overall Sum Scores	Quotation of Rates (45 Points)	Past Performance / Experience Evaluation (20 Points)	Equipment List (10 Points)	Organizational Structure (10 Points)	Quality Metrics (10 Points)	JSEB (5 Points)	Total	
ACME Barricades	130.01	60.00	26.50	27.00	16.50	0.00	260.01	
Bob's Barricades, Inc.	135.00	60.00	21.00	14.00	19.00	0.00	249.00	
					•		_	
Overall Averages	Quotation of Rates (45 Points)	Past Performance / Experience Evaluation (20 Points)	Equipment List (10 Points)	Organizational Structure (10 Points)	Quality Metrics (10 Points)	JSEB (5 Points)	Total	
ACME Barricades	43.34	20.00	8.83	9.00	5.50	0.00	255.01	
							226.00	

### 1411912646 Barricade Services Evaluation Scoring Summary Final Round

Vendor Rankings	Erin Ruddock	Whitney Saunders	Kyle Schoettler	Σ Rank			Total Score	Rank
ACME Barricades	1	1	1	3			260	1
Bob's Barricades, Inc.	2	2	2	6			249	2
·	•			•	<u> </u>		•	
Erin Ruddock	Quotation of Rates (45 Points)	Past Performance / Experience Evaluation (20 Points)	Equipment List (10 Points)	Organizational Structure (10 Points)	Quality Metrics (10 Points)	JSEB (5 Points)	Total	Rank
ACME Barricades	43.34	20.00	6.50	9.00	6.50	0.00	85.34	1
Bob's Barricades, Inc.	45.00	20.00	5.00	6.50	8.00	0.00	84.50	2
				•	•			
Whitney Saunders	Quotation of Rates (45 Points)	Past Performance / Experience Evaluation (20 Points)	Equipment List (10 Points)	Organizational Structure (10 Points)	Quality Metrics (10 Points)	JSEB (5 Points)	Total	Rank
ACME Barricades	43.34	20.00	10.00	9.00	5.00	0.00	87.34	1
Bob's Barricades, Inc.	45.00	20.00	6.00	4.00	6.00	0.00	81.00	2
							•	
Kyle Schoettler	Quotation of Rates (45 Points)	Past Performance / Experience Evaluation (20 Points)	Equipment List (10 Points)	Organizational Structure (10 Points)	Quality Metrics (10 Points)	JSEB (5 Points)	Total	Rank
ACME Barricades	43.34	20.00	10.00	9.00	5.00	0.00	87.34	1
Bob's Barricades. Inc.	45.00	20.00	10.00	3.50	5.00	0.00	83.50	2
,								
Overall Sum Scores	Quotation of Rates (45 Points)	Past Performance / Experience Evaluation (20 Points)	Equipment List (10 Points)	Organizational Structure (10 Points)	Quality Metrics (10 Points)	JSEB (5 Points)	Total	
ACME Barricades	130.01	60.00	26.50	27.00	16.50	0.00	260.01	
Bob's Barricades, Inc.	135.00	60.00	21.00	14.00	19.00	0.00	249.00	
					•		_	
Overall Averages	Quotation of Rates (45 Points)	Past Performance / Experience Evaluation (20 Points)	Equipment List (10 Points)	Organizational Structure (10 Points)	Quality Metrics (10 Points)	JSEB (5 Points)	Total	
ACME Barricades	43.34	20.00	8.83	9.00	5.50	0.00	255.01	
							226.00	