

**SOLICITATION  
FOR PARTICIPATION IN  
JEA TIMBER SALE SOLICITATION  
JACKSONVILLE, FL**



**SOLICITATION 96750 DEEP CREEK**

**OPTIONAL PRE-RESPONSE MEETING  
PRE-RESPONSE DATE: FEBRUARY 21, 2019  
PRE-RESPONSE TIME: 9:00 A.M.**

**PRE-RESPONSE LOCATION: ON SITE – DEEP CREEK  
WESTERN END GATE OF ACCESS EASEMENT 1130 US 301 Highway**

**RESPONSE DUE DATE: MARCH 04, 2019 by email to [NUNZCT@jea.com](mailto:NUNZCT@jea.com)  
RESPONSE DUE TIME: 12:00 P.M. EST NOON**

## TABLE OF CONTENTS

1. INTENT TO NEGOTIATE .....	3
1. SCOPE, BACKGROUND AND INVITATION .....	3
1.1. SCOPE OF WORK .....	3
1.2. BACKGROUND .....	3
1.3. QUESTIONS .....	3
1.4. INVITATION--INVITATION TO RESPONSE .....	3
1.5. OPTIONAL PRE-RESPONSE MEETING .....	4
1.6. OPENING OF RESPONSES .....	4
2. SPECIAL INSTRUCTIONS .....	4
2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION .....	4
2.2. EVALUATION METHODOLOGY .....	4
2.3. NUMBER OF CONTRACTS TO BE AWARDED .....	5
2.4. SAFETY QUALIFICATION REQUIREMENTS (ITN) .....	5
2.5. TIME .....	5
2.6. LETTER OF CREDIT .....	5
2.7. REQUIRED FORMS TO SUBMIT WITH RESPONSE .....	5
3. GENERAL INSTRUCTIONS .....	6
3.1. ADDENDA .....	6
3.2. COMPLETING THE RESPONSE DOCUMENTS .....	6
3.3. SUBMITTING THE RESPONSE FORM .....	6
3.4. CALCULATION OF THE RESPONSE PRICE .....	6
3.5. CONFLICT OF INTEREST .....	6
3.6. CONTRACT EXECUTION AND START OF WORK .....	7
3.7. EX PARTE COMMUNICATION .....	7
3.8. JEA PUBLICATIONS .....	7
3.9. PROHIBITION AGAINST CONTINGENT FEES .....	7
3.10. RESERVATIONS OF RIGHTS TO JEA .....	7
3.11. ETHICS (IFB) .....	8
3.12. MATHEMATICAL ERRORS .....	8
3.13. MODIFICATION OR WITHDRAWAL OF RESPONSES .....	8
3.14. AVAILABILITY OF RESPONSES AFTER RESPONSE OPENING .....	8
3.15. PROTEST OF RESPONSES AND AWARD PROCESS .....	8
3.16. SHIPPING, FREIGHT, AND TRAVEL--F.O.B. DESTINATION .....	9
3.17. CERTIFICATION AND REPRESENTATIONS OF THE RESPONDENT .....	9
APPENDIX A TECHNICAL SPECIFICATIONS .....	10
EXHIBIT B -SAMPLE CONTRACT .....	11
EXHIBIT C - SAMPLE OF LETTER OF CREDIT .....	19

# SOLICITATION

## 1. SOLICITATION

### 1. SCOPE, BACKGROUND AND INVITATION

#### 1.1 SCOPE OF WORK

JEA is soliciting Respondents for a pay as cut, per ton timber sale agreement of a land tract, known as the Deep Creek Tract. JEA is seeking the maximum Response price per ton, for pine timber, regardless of wood specifications. This single Response price, regardless of wood type specifications, is hereafter referred to as the “composite “ price. The composite price will reflect a single Response price per ton for pulpwood, chip-n-saw, sawtimber, plylogs and poles. The scope of work includes, but is not limited to; Providing site access to support cutting and hauling the timber to a mill. The agreement is planned for a one (1) year period of time and is for the areas as provided in the Appendix A maps. The area of coverage is approximately **1850 acres**. The site management will be performed by JEA, however, the Respondent will be responsible for all other aspects of managing the timber removal in accordance with timber industry “Best Management Practices (BMP)” The BMP’s can be reviewed at: <https://www.freshfromflorida.com/Divisions-Offices/Florida-Forest-Service/Best-Management-Practices-BMPs>

A set of site drawings is provided in the Appendix A.

#### 1.2 BACKGROUND

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 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 470,000 electric, 351,000 water and 274,000 sewer customers. JEA is Florida's largest community owned utility and the eighth largest municipal in the United States.

#### 1.3 QUESTIONS

All questions must be submitted in writing to the JEA Buyer listed below at least (5) five business days prior to the opening date. Questions received within (5) five business days prior to the opening date will not be answered.

##### For Procurement Related Questions:

Buyer: Chrissy Nunziato

E-mail: [Nunzct@jea.com](mailto:Nunzct@jea.com)

##### For Technical Questions:

Contact: Brandon Traub

E-mail: [Traubbl@jea.com](mailto:Traubbl@jea.com)

#### 1.4 INVITATION--INVITATION TO NEGOTIATE

You are invited to submit a Response to the Invitation To Negotiate noted below:

**JEA Solicitation Title: 96750 JEA TIMBER SALE SOLICITATION DEEP CREEK**

**JEA Solicitation Number: 96750**

To obtain more information about this Solicitation:

Download a copy of the Solicitation, PDF quality drawings (if applicable) and any required forms at [jea.com](http://jea.com).

**Response Due Time: 12:00 P.M. EST - ALL LATE RESPONSES WILL BE RETURNED UNOPENED**

**Response Due Date: MARCH 04, 2019**

All Responses must reference the JEA Solicitation title and number noted above. All Responses must be made on the appropriate Response forms as specified within this Solicitation, and emailed to : [nunzct@jea.com](mailto:nunzct@jea.com).

The Respondent shall be solely responsible for delivery of its Response

**Responses are due by the time and on the date listed above. ALL LATE RESPONSES WILL BE RETURNED UNOPENED.**

### **1.5 OPTIONAL PRE-RESPONSE MEETING ON-SITE DEEP CREEK**

There will be an OPTIONAL Pre-Response meeting. All interested Respondents **may attend** this meeting or contact Brandon Traub for site access.

**Pre-Response Meeting Time: 9:00 A.M ON SITE DEEP CREEK**

**Pre-Response Meeting Date: FEBRUARY 21, 2019**

**Pre-Response Location: DEEP CREEK SITE**

### **1.6 OPENING OF RESPONSES**

All Responses received by email will be opened at **2:00 PM on MARCH 04, 2019** by Chrissy Nunziato Procurement Category Manager.

## **2 SPECIAL INSTRUCTIONS**

### **2.1 MINIMUM QUALIFICATIONS FOR SUBMISSION**

Respondent shall have the following minimum qualifications to be considered eligible for submission. **A Minimum Qualification Form which is required to be submitted with the Response Form is provided in Appendix B of this Solicitation.** JEA reserves the right to request additional information to confirm the Respondents meets the Minimum Qualifications stated below. A Respondent not meeting all of the following criteria will not have their submissions considered for Award:

1. The Respondent must have successfully completed three (3) similar projects in the last five (5) years, date ending January 31, 2019. Each Contract must have contained the following project elements:
  - Timber harvest of greater than 100,000 tons per year for at least one (1) year.
  - Respondent shall have on site at all times a person that has completed the Florida Master Logging/or training program or as a comparable certificate of training that complies with the training recommended by the American Forest and Paper Association's Sustainable Forestry Initiative. A copy of their Master Logger certificate must be provided with the Response and be maintained throughout the duration of the contract.

**Please note, any Respondent/Proposer whose contract with JEA was terminated for default within the last two (2) years shall not be determined to be a responsible Respondent and their Response/Proposal will be rejected.**

### **2.2 EVALUATION METHODOLOGY**

#### **2.2.1 BASIS OF AWARD – HIGHEST RESPONSE**

JEA will Award this Contract to the responsive and responsible Respondent whose Response meets or exceeds the minimum qualifications set forth in this Solicitation and the Respondent's price represents the **HIGHEST Composite Unit** Response Price paid to JEA, based on the Respondent's estimated quantities.

### **2.2.2 COMPETITIVE SEALED RESPONSE**

The Respondent shall email its Response in response to this Solicitation no later than the Response due date and time indicated herein. After the Responses are opened, JEA will subsequently review Responses to determine if they meet the minimum qualifications as stated in this Solicitation. JEA will Award the Contract to the highest responsive and responsible Respondent whose Response meets or exceeds the minimum qualifications .

**NO EXCEPTIONS ARE ALLOWED IN AN INVITATION TO RESPONSE. IF THE RESPONDENT OBJECTS IN ANY MANNER TO THE TERMS AND CONDITIONS OR TECHNICAL SPECIFICATIONS, THE OBJECTION MUST BE ADDRESSED IN WRITING FIVE (5) BUSINESS DAYS PRIOR TO THE RESPONSE OPENING DATE, AND THE OBJECTION MAY BE ADDRESSED IN AN ADDENDUM IF JEA BELIEVES THAT A CLARIFICATION OR CHANGE IS NECESSARY. ANY MODIFICATIONS, EXCEPTIONS OR OBJECTIONS STATED WITHIN THE RESPONSE DOCUMENT SHALL SUBJECT THE RESPONSE TO BE REJECTED.**

### **2.3 NUMBER OF CONTRACTS TO BE AWARDED**

JEA intends to Award ONE (1) Contract(s) 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 to do so.

### **2.4 SAFETY QUALIFICATION REQUIREMENTS (ITN)**

Respondent shall be approved as JEA Safety Qualified within ten (10) business days of receiving written notice from the JEA Response Office that it is the highest responsive and responsible Respondent. If the Respondent fails to obtain JEA approval as a JEA Safety Qualified Respondent by 4:00 p.m. Eastern time on the 10th business day, JEA will reject the company's Response, and proceed to Award to the next lowest responsive and responsible Respondent.

JEA Safety Qualification information is available online at [jea.com](http://jea.com). Please note that it may take up to five (5) business days for a Respondent to be approved as JEA Safety Qualified. It is the Respondent's responsibility to ensure it is JEA Safety Qualified. A list of Safety Qualified vendors can be found on [jea.com](http://jea.com). For additional information, contact Jerry Fulop at (904) 665-5810.

### **2.5 TIME**

In computing any period of time prescribed or allowed by this solicitation, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or JEA holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or JEA holiday.

### **2.6 LETTER OF CREDIT**

Once the Respondent is Awarded the Contract within ten (10) days of receipt of the Contract Documents, Respondent shall furnish a Letter of Credit in the amount of \$50,000.00 made out to JEA in the form and format approved and provided by JEA, as security for the faithful performance of the Work of Contract. JEA's standard Letter of Credit form is attached as **Appendix B**. No modifications to the Letter of Credit form are allowed.

### **2.7 REQUIRED FORMS TO SUBMIT WITH RESPONSE**

To submit a Response in response to this Solicitation, all of the forms listed below must be completed and submitted as part of the Response. The Respondent must obtain the required forms, other than the Response Form and the Minimum Qualification Form which is attached, by downloading them from [JEA.com](http://JEA.com). If the Respondent fails to complete or fails to submit one or more of the required forms, the Response may be rejected.

The following forms are required to be submitted at the time of Response:

- Response Form (including all acknowledgements of addenda) - This form can be found in Appendix B.
- Minimum Qualifications Form - This form can be found in Appendix B.

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

JEA also requests the following documents to be submitted prior to execution of Contract. A Response will not be rejected if these forms are not submitted at the Response Due Time and Date. However, failure to submit these documents at the time of Contract execution could result in Response rejection.

- Conflict of Interest Certificate Form
- Insurance Certificate
- W-9
- Evidence of registration with the State of Florida Department of Corporations ([www.sunbiz.org](http://www.sunbiz.org))
- Any technical submittals as required by the Technical Specifications
- Letter of Credit in the amount of \$50,000 as described in Appendix B

### **3 GENERAL INSTRUCTIONS**

#### **3.1 ADDENDA**

JEA may issue Addenda prior to the Response opening date to revise, in whole or in part, or clarify the intent or requirements of the Solicitation. The Respondent shall be responsible for ensuring it has received all Addenda prior to submitting its Response or Proposal and shall acknowledge receipt of all Addenda by indicating where requested on the Response Form. JEA will post all Addenda when issued online at [jea.com](http://jea.com). Companies must obtain Addenda from the JEA website. All Addenda will become part of the Solicitation and any resulting Contract Documents. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response or Proposal. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response or Proposal.

#### **3.2 COMPLETING THE RESPONSE DOCUMENTS**

Respondents shall complete and submit the enclosed Response Document with responses typewritten or written in ink and scanned to the email address provided.

The Respondent, or its authorized agent or officer of the firm, shall sign the Response Document. Failure to sign the Response Document may disqualify the Response. JEA-approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Response. Failure to authenticate changes may disqualify the Response. JEA may disqualify any Responses that deviate from the requirements of this Solicitation, and those that include unapproved exceptions, amendments, or erasures.

#### **3.3 SUBMITTING THE RESPONSE FORM**

The Respondent shall email their Response Document to the email address listed by the due date listed.

#### **3.4 CALCULATION OF THE RESPONSE PRICE**

JEA will use the Respondent's Response when making price comparisons for Award purposes.

#### **3.5 CONFLICT OF INTEREST**

Pursuant to Florida Statute Sec. 287.057, a person or company who receives a contract which was not procured pursuant to public Responsedding procedures to perform a feasibility study, or who participated in the drafting of an

invitation to Response or request for proposals, or who developed a program for future implementation shall not be eligible to contract with JEA for any other contracts dealing with that specific subject matter.

Should JEA erroneously Award a Contract in violation of this policy, JEA may terminate the Contract at any time with no liability to Respondent, and Respondent shall be liable to JEA for all damages, including but not limited to the costs to reResponse the Work. The purpose of this policy is to encourage Responseding and eliminate any actual or perceived advantage that one Respondent may have over another.

### **3.6 CONTRACT EXECUTION AND START OF WORK**

Within thirty (30) days from the date of Award, JEA will present the successful Respondent with the Contract Documents. Unless expressly waived by JEA, the successful Respondent shall execute a Contract for the Work or Services within ten (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 Award to the next-ranked Respondent.

Upon JEA's receipt of the executed Contract, certificate of insurance, and Letter of Credit , in writing and signed by an authorized JEA representative as acceptance of the Response and authorization for the Respondent to proceed with the Work, unless otherwise stated in the Contract.

### **3.7 EX PARTE COMMUNICATION**

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between a firm submitting a Response 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 Solicitation in which a Respondent becomes privy to information not available to the other Respondents. Social contact between Respondents and JEA Representatives should be kept to an absolute minimum during the solicitation process.

Failure to adhere to this policy will disqualify the noncompliant company's Response. Any questions or clarifications concerning a Solicitation must be sent in writing via email to the JEA Buyer at least five (5) business days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Respondents.

For more information on Ex Parte communications, see JEA Procurement Code, Section 2-103, which is available at [www.jea.com](http://www.jea.com).

### **3.8 JEA PUBLICATIONS**

Applicable JEA publications are available at [jea.com](http://jea.com).

### **3.9 PROHIBITION AGAINST CONTINGENT FEES**

### **3.10 RESERVATIONS OF RIGHTS TO JEA**

The Solicitation provides potential Companies with information to enable the submission of written offers. The Solicitation is not a contractual offer or commitment by JEA to sell timber.

- Responses shall be good for a period of ninety (90) days following the opening of the Responses or Proposals.
- JEA reserves the right to reject any or all Responses
- 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. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom Solicitations were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

### **3.11 ETHICS (IFB)**

By signing the Response Document, the Respondent certifies this 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 this 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 business ethics.

The Respondent shall submit only one Response in 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 subsupplier, 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, with this Response by completing and submitting the Conflict of Interest Certificate. 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 the suspected Respondents and will proceed to debar Respondent from future JEA Awards in accordance with the JEA Purchasing Code.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees, or in which a JEA officer or employee has a financial interest. JEA shall reject any and all Responses from JEA officers or employees, as well as, any and 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 \$10,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

If the Respondent violates any requirement of this clause, the Response may be rejected and JEA may debar offending companies and persons.

### **3.12 MATHEMATICAL ERRORS**

In the event of mathematical errors in the prices entered on the Response Form or in the addition or subtraction of a total for any Response Price, the Unit Prices will prevail. The corrected Response Price utilizing the Unit Prices will be used to determine if the Respondent is Awarded the Work or the Services, the Unit Prices will be used throughout the term of the Contract.

### **3.13 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 Purchasing Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Response Due Date and Time. The Respondent shall not modify or withdraw its Response from time of Response opening and for a period of 90 days following the opening of Responses.

### **3.14 AVAILABILITY OF RESPONSES AFTER RESPONSE OPENING**

In accordance with the Florida Public Records Law, Florida Statute Section 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 Buyer to arrange a mutually convenient time for such review at the JEA offices. JEA will post a summary of Response opening results on [jea.com](http://jea.com).

### **3.15 PROTEST OF RESPONSES AND AWARD PROCESS**

Companies shall file any protests regarding this solicitation in writing, in accordance with the JEA Purchasing Code, as amended from time to time. Copies of the JEA Purchasing Code are available online at [www.jea.com](http://www.jea.com).



### **3.16 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 the Response Document unless otherwise stated on the Response Document.

### **3.17 CERTIFICATION AND REPRESENTATIONS OF THE RESPONDENT**

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

A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of this Solicitation prior to submitting its Response. Where the Respondent visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Respondent shall comply with all safety requirements described in the Solicitation and shall be prepared to show proof of a minimum of \$1 million of general liability insurance

B. That every aspect of its submitted Response, including the Response Price 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 the individual signing the Response Document is a duly authorized agent or officer of the firm. Responses submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Response, satisfactory evidence of authority to sign may be requested by JEA. If the Response is submitted by a partnership, the Response must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the Response, satisfactory evidence of authority to sign may be requested by JEA. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of contract execution.

D. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to contractor's license and occupational 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.

E. That Respondent has read, understands and will comply with the Section titled Ethics of these instructions to Respondents.

## APPENDIX A TECHNICAL SPECIFICATIONS

The following Technical Specifications are provided to the Respondent:

- Successful Respondent shall implement and comply with best management practices as described in the Florida Department of Agriculture & Consumer Services, **Silviculture Best Management Practices** manual.
- Successful Respondent shall as necessary submit to the St Johns River Water Management District a “Notice of Intent to Construct a Minor Silvicultural System” as required by Rule 62-330.0511 Florida Administrative Code and shall further comply with the requirements of the rule.
- Successful Respondent shall not enter wetland areas nor stage equipment or materials within the wetland areas.
- Logger will have one (1) year to harvest designated area. Monthly extensions can be made in JEA’s sole discretion. (Should Acts of God or other unforeseen circumstances arise)
- Timber must be harvested by block and cut in its entirety. Exceptions made in JEA’s sole discretion and with written consent.
- Contractor should comply with industry BMP’s.
- Roadways must be repaired/restored to prior condition.
- Must comply with FDOT regulations regarding bridge & weight loading.
- Stumps cannot exceed four inches (4”) in height.
- All product greater than or equal to a two inches (2”) top to be removed.
- Project kickoff meeting to be held after Response award.
- Logging tickets will be affixed to wood product prior to site departure with destination identified.
- Logging tickets will be carbon-copied and numerically sequenced. Any skips in numerical sequence should be explained. Payment by check or other agreed upon method of monetary compensation to begin one week after commencement of harvest. On a weekly basis, the Company shall generate a remittance receipt with weight tickets for the amount to be paid to JEA, along with a check for Payment. The remittance receipt shall include all weights for audit by JEA. These items shall be forwarded to JEA Realestate Operations, 21 West Church Street, Jacksonville, Florida 32202.
- Weekly timber harvest production ledger to be emailed to project manager by 4:00 PM every Friday.
- Company must have and maintain all necessary licenses and permits to conduct harvesting operations for JEA.

## FORMS (APPENDIX B)

Forms required to be submitted with this solicitation are provided in Appendix B or can be obtained on the JEA website at [www.jea.com](http://www.jea.com).

**EXHIBIT B -SAMPLE CONTRACT  
JEA  
TIMBER SALE AGREEMENT**

**THIS TIMBER SALE AGREEMENT** (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”) between JEA, a body politic and corporate (hereinafter called the “SELLER”), and \_\_\_\_\_ (hereinafter called the “PURCHASER”).

**WHEREAS**, the PURCHASER is the highest responsible Respondent for the timer harvest pursuant to JEA Solicitation \_\_\_\_-19 (the “Solicitation”); and

**WHEREAS**, award for the Solicitation has been made to the PURCHASER on \_\_\_\_\_, 2019.

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the promises and agreements hereinafter contained, and ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLER agrees to sell and permit PURCHASER to cut and remove timber and PURCHASER agrees to purchase, cut and remove said timber from certain lands of SELLER as herein described, all subject to the terms and conditions of this Agreement.

**ARTICLE I  
Preamble**

**1.01.** The above stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein.

**ARTICLE II  
Description of Sale Area**

**2.01.** The SELLER agrees to sell and the PURCHASER agrees to buy, under the terms and conditions hereof, all the timber marked or designated by the SELLER pursuant to Article III below, upon those certain lands of Seller identified in the Solicitation and further described as the Sale Area below.

**2.02.** The lands subject to this Agreement are the approximately \_\_\_\_\_ acres, more or less, within the \_\_\_\_\_ tract of land owned by SELLER located in Duval County, Florida, as depicted in the Solicitation and in the Sale Area Map attached hereto as Exhibit 1 (the “Sale Area”). The boundaries of the Sale Area include existing roads, firelines and wetlands.

**ARTICLE III  
Timber Included**

**3.01.** The timber subject to this Agreement includes only pine timber within the Sale Area, designated in the following manner by a representative of SELLER: No hardwood, softwood or other species, including but not limited to cypress, will be harvested. Additionally, the area depicted and delineated as Conservation Easement will not be cut or entered upon.

**ARTICLE IV  
Conditions of Sale**

**4.01.** PURCHASER, at its sole risk, cost and expense and at no risk, cost or expense to the SELLER, agrees to cut and remove timber in strict accordance with all conditions and requirements of this Agreement. A JEA Forester (hereinafter referred to as the “Forester-In-Charge”) has been designated as the SELLER'S representative, and any questions regarding this Agreement and associated harvesting operations shall be addressed directly to the Forester-

In-Charge. The PURCHASER is not expected to comply with requests from any source other than the Forester-In-Charge, or their successor or superior officer. SELLER may designate a new Forester-In-Charge at any time upon written notice to the PURCHASER.

**4.02.** SELLER prefers that harvested timber will result in a whole tree cut, removal and sale. If not practical, the tree may be topped and the remaining top not exceed a diameter of two inches (2"). The tree will be harvested as close as practical to the ground, but in no case will the remaining stump exceed four inches (4") in height except where otherwise authorized by the Forester-in-Charge in his sole discretion.

**4.03.** PURCHASER hereby agrees to pay SELLER for all timber to be cut as follows: Composite price per ton. Composite price paid will be the Response unit price of the wood removed, regardless of wood type specifications. For example, if the timber mix on the tract is 10% poles, 20% sawtimber, 10% plylogs, 30% chip-n-saw, and 30% pulpwood, the unit Response price per ton would reflect a blended value for the various specifications.

**4.04.** The PURCHASER will be provided with an adequate amount of three-pmi (Field Copy/Driver Copy/Purchaser Copy) JEA Haul Tickets for the sale by the Forester-in-Charge. Each load removed will have a JEA Haul Ticket attached to that load. The Field Copy will be handled as directed by the Forester-in-Charge. Each Driver Copy of the JEA Haul Ticket will be returned along with the corresponding market weight scale ticket for all loads removed during each week and accompanied by a check or wire transfer for the appropriate wood settlement payment by the Wednesday of the following week. In addition, each timber settlement will have a copy of that harvesting operation's weekly production ledger attached. All checks are to be made out to JEA. All loads of wood removed are to be weighed on state certified scales. Each scale ticket is to be dated and include gross, tare and net weights.

**4.05.** PURCHASER'S operations shall at all times comply with the Technical Specifications as set forth in the Solicitation (the "Specifications"), which are incorporated herein. In addition, PURCHASER shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the performance of the work herein contemplated, and PURCHASER shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances at all times.

**4.06.** The PURCHASER shall keep the Forester-In-Charge informed as to the delivery point of all pine timber cut on the sale, the name of the producer shipping the wood, and tag numbers of trucks hauling the wood. SELLER or its designee shall be entitled to be present at the weighing of any wood produced from the Sale Area and may during regular business hours inspect the PURCHASER'S books and records in connection therewith.

**4.07.** PURCHASER has furnished a Letter of Credit in the form required by the Solicitation, written on \_\_\_\_\_, 20\_\_\_\_, issued by \_\_\_\_\_ Bank located in the State of Florida, to serve as security deposit, in the amount of **Fifty Thousand and 00/100 Dollars (\$50,000.00)**, receipt of which is hereby acknowledged. Said Letter of Credit shall be returned to PURCHASER at the termination of this Agreement, provided all of its terms have been complied with to the satisfaction of SELLER. This Letter of Credit shall provide protection to SELLER and to all laborers and material person(s) who furnish labor and materials to PURCHASER for work performed under the terms of this Agreement. JEA may draw on the Letter of Credit in the event PURCHASER is in default of this Agreement beyond any applicable notice and cure period.

**4.08.** The term of this Agreement shall commence on the Effective Date and shall expire and terminate on the date that is one (1) year thereafter. Extensions will be considered only when Acts of God or other extreme contingencies beyond the control of PURCHASER prevent this time schedule from being followed; provided however that SELLER is not required to grant any such extension. Requests for extensions must be made by PURCHASER, in writing, at least sixty (60) days prior to the termination date, with the reasons for request stated therein.

**4.09.** PURCHASER or PURCHASER'S representative agrees to have a conference with the Forester-In-Charge before cutting begins, in order to discuss logging plans, roads to be used for hauling, etc.

**4.10.** Title to all designated trees left standing and all portions of trees felled but not utilized prior to the expiration of this Agreement, or any extensions thereof, shall remain with SELLER.

**4.11.** All other timber in the Sale Area under valid claims of another agreement or not designated in accordance with Article III is excluded from this sale. All the dead stump wood and lighter wood in the Sale Area is also included this sale.

**4.12.** Areas delineated as Conservation Easement areas will not be harvested or entered upon.

**4.13.** Natural areas shall remain adjacent to lakes and streams as required by forestry Best Management Practices.

**4.14.** No tops, limbs or butts shall be left within three feet (3') of living trees. All "lodged" trees shall be freed and removed the same day such "lodging" occurs.

**4.15.** Extreme care shall be exercised against starting and spreading fires during the cutting operations by PURCHASER and/or PURCHASER'S employees. PURCHASER shall be held liable for all claims, costs, liability, damages, and/or expenses caused by or due to any such fires.

**4.16.** All utility lines, ditches, trails, and fences located within or immediately outside the exterior boundaries of the Sale Area shall be protected from damage by logging operations, and if damaged, shall be repaired immediately by and at the expense of PURCHASER. When in the judgment of the Forester-In-Charge, it is necessary to avoid risk or damage from logging operations, the PURCHASER may be required to move fences from one location to another without compensation.

**4.17.** The Forester-In-Charge shall designate the location of all loading ramps. Loading of log trucks is not permitted on paved or graded roads. SELLER reserves the right to designate location of skid trails.

**4.18.** Roads, trails, and firelines will be kept free of logs, tops, brush and debris resulting from PURCHASER'S operations hereunder, and any road, trail or fire line used by PURCHASER in connection with this Agreement that is damaged beyond ordinary wear and tear, by PURCHASER and/or PURCHASER'S employees, agents, or contractors, shall be repaired promptly by PURCHASER at PURCHASER'S expense to its original condition. SELLER retains the right to close down timber sale operations in inclement weather if the Forester-In-Charge determines in his sole discretion that there is potential for material damage to roads or the Sale Area.

**4.19.** PURCHASER shall guard the gates used by PURCHASER'S operations hereunder, in any fences enclosing the timber sale at all times. When such gates are open and used, PURCHASER should prevent any unauthorized personnel from passing through them, and shall close such gates when operations have ceased for the day. Gates/cables must be closed and locked at the end of each work day. A \$50 penalty will be paid by PURCHASER for each occurrence of gates/cables left unlocked or open, or for unauthorized change of locks or access.

**4.20.** The amounts specified in the paragraph immediately preceding shall be regarded as liquidated damages, and may be waived at the discretion of the Forester-In-Charge in his sole discretion in accidental or exceptional cases which involve small amounts of material.

**4.21.** Any designated merchantable timber cut and not moved from the Sale Area at the expiration or termination of this Agreement will be paid for by PURCHASER at a rate of \_\_\_\_\_dollars (\$\_\_\_\_\_) per tree.

**4.22.** The decision of SELLER shall be final in the interpretation of the regulations and provisions governing the sale, cutting, and removal of timber covered by this Agreement and the Specifications.

**4.23.** All operations on the sale area may be suspended by the Forester-In-Charge in his sole discretion after written notice has been served on PURCHASER if the conditions and requirements contained in these Specifications are disregarded. Failure to comply with any of said conditions and requirements shall be sufficient cause for termination.

**4.24.** PURCHASER may not assign this Agreement in whole or in part without the prior written consent of SELLER, which may be withheld in SELLER'S sole discretion.

**4.25.** The conditions of sale are completely set forth in this Agreement and none of the terms can be varied or modified except in writing by the Forester-In-Charge or successor or superior officer, and in accordance with the regulations of SELLER. No other Forester has been or will be given authority for this purpose.

**4.26.** All monies deposited under this Agreement shall, upon failure of PURCHASER to fulfill all conditions and requirements herein set forth or made a part hereof, be retained by SELLER to be applied to the satisfaction of PURCHASER'S obligation hereunder.

**4.27.** Title to all timber included in this Agreement shall remain with SELLER until it has been paid for.

**4.28.** The right of ingress, egress and regress upon the Sale Area is hereby granted to PURCHASER for the duration of this Agreement. However, at certain locations, construction activities may interfere with logging operations. Reasonable effort will be made to reduce the potential conflict, but PURCHASER acknowledges and agrees that there may be times when logging operations will have to be moved or suspended.

**4.29.** PURCHASER shall be responsible for seeing that the logging area, particularly around loading ramps, shall be free from any litter, such as oil cans, drums, paper and other refuse. If such refuse is not disposed of during the process of the logging operation, it will be the responsibility of said PURCHASER to see that the area is cleaned up upon completion of logging. Any cost associated with cleanup of refuse shall be the responsibility of the PURCHASER, whether PURCHASER directs cleanup or SELLER pays a third party for the cleanup.

**4.30.** PURCHASER agrees to assume full responsibility and to be liable for all damages to persons or property incurred in or resulting from the harvesting of timber and/or PURCHASER'S entry upon the Sale Area; and PURCHASER hereby further agrees to release, acquit, indemnify, save and hold harmless SELLER, its officers, agents and representatives from any and all claims, loss, damage, injury and liability, whether for personal injury or otherwise, resulting from, arising out of, or in any way connected with the work to be performed under this Agreement.

**4.31.** By submitting a Response, PURCHASER attests satisfaction to the volume of timber advertised and upon which PURCHASER has Response, is present and available.

**4.32.** PURCHASER shall notify SELLER at least ten (10) days prior to completion of timber operations to be performed hereunder so that a compliance inspection can be made by SELLER.

**4.33.** The PURCHASER must adhere to and implement all applicable Best Management Practices for silvicultural operations as outlined in the current Silviculture Best Management Practices Manual. In addition, no cutting will be allowed when logging conditions are determined by the Forester-In-Charge in his sole discretion to be excessively wet or hazardous.

**4.34.** The PURCHASER is solely responsible for maintaining the roads and making them serviceable prior to logging. Rutted roads will be back bladed by PURCHASER upon completion of operations and when requested by the Forester-In-Charge.

**4.35.** PURCHASER is to exercise care in not damaging trees that adjoin the Sale Area. Trees shall be felled within the Sale Area boundaries and all logging activities shall take place within the marked Sale Area boundaries. In addition: (a) The location of all loading decks is to be approved by the Forester-in-Charge in advance, and (b) Delimbing gates will be permitted.

**4.36.** PURCHASER agrees to have a person on the site that has completed the Florida Master Logging training program or has a comparable certificate of training that complies with the training recommended by the American Forest and Paper Association's Sustainable Forestry Initiative. This person will maintain such training as long as this Agreement is in effect.

**4.37.** Any violations of this Agreement will subject PURCHASER to the possible termination of this Agreement, forfeiture of Letter of Credit and may prohibit PURCHASER from Responseding on future JEA timber sales for up to five (5) years. Decision of the SELLER is final in this matter.

**4.38.** To minimize the possibility of transporting and spreading exotic plant species, harvesting equipment and skidders must be cleaned of all dirt and plant material prior to moving to a new harvest area, and again prior to departing the harvest area.

**4.39.** A foreman or work crew leader is to be with the PURCHASERS harvesters at all times.

**4.40.** PURCHASER must place "Trucks Entering Highway" signs at required distances from major road entrances. The signs and their placement must adhere to all standards set forth by the Florida Department of Transportation. PURCHASER is responsible for furnishing the signs. These signs must be uncovered during all working hours.

**4.41** PURCHASER shall not permit any lien to be filed on the Sale Area in connection with PURCHASER'S operations hereunder. If such lien is filed, PURCHASER shall cause such lien to be released within thirty (30) days.

## **ARTICLE V**

### **Insurance and Indemnification**

#### **5.1. Insurance Requirements**

Before entry upon the Sale Area and commencing timber operations as contemplated by this Agreement, and without further limiting its liability under this Agreement Contract, PURCHASER shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

##### **Workers' Compensation**

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

##### **Commercial General Liability**

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

##### **Automobile Liability**

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

##### **Excess or Umbrella Liability**

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

PURCHASER's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after completion of timber operations and the termination of this Agreement. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

PURCHASER shall specify SELLER 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 SELLER. PURCHASER shall include a Waiver of Subrogation on all required insurance in favor of SELLER, 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 SELLER. Prior to commencing any operations under this Agreement, certificates evidencing the maintenance of the insurance shall be furnished to SELLER for approval. PURCHASER's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

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

Any subcontractors of PURCHASER shall procure and maintain the insurance required of PURCHASER hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by PURCHASER. PURCHASER shall submit subcontractors' Certificates of Insurance to SELLER prior to allowing subcontractors to perform work on SELLER'S land or job sites.

## **5.2 Indemnification**

PURCHASER hereby agrees to hold harmless and indemnify SELLER 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 PURCHASER and any person or entity used by PURCHASER in the performance of this Agreement or work performed thereunder. For purposes of this Indemnification, the term "SELLER" 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 this Agreement, for events that occurred during the Agreement term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Agreement.

## **ARTICLE VI Default**

**6.1** In the event PURCHASER is in default of any provision hereof, SELLER may give PURCHASER written notice of the same and PURCHASER shall have three (3) days from the receipt of such notice to cure the default. If PURCHASER timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If PURCHASER does not timely cure such default, the SELLER shall be entitled to pursue all available remedies at law or in equity or provided by this Agreement, including but not limited to drawing on the Letter of Credit.

## **ARTICLE VII Notices**

**7.1** Any notice, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such notice, and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or such other place as any party may by Notice to the other specify):

To Seller:	JEA Real Estate Services 21 W. Church Street (CC-6) Jacksonville, Florida 32202-3139 Attention: Manager, Real Estate Services
------------	---



To Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance.

## **ARTICLE VIII**

### **General Conditions**

**8.01. Governing Law/Venue.** This Agreement shall be governed and interpreted exclusively under the laws of the State of Florida. Venue for litigation under this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

**8.02. Non Waiver.** Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, SELLER'S receipt of payment for the services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

**8.03. Severability.** Should any provision(s) of this Agreement be deemed to be unenforceable or not legal, by a court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.

**8.04. Amendments.** This Agreement may be amended only by written instrument specifically referring to this Agreement and executed by both parties with the same formalities as this Agreement.

**8.05. Construction.** The parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Preferentum" shall not be applied to the interpretation of this Agreement.

**8.06. Article/Section Headings.** Article and section headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

**8.07. Order of Precedence.** In the event of any conflict between or among the provisions of this Agreement and those of any document incorporated by reference or of any amendment, the priority, in decreasing order of precedence shall be: 1) fully executed amendment; 2) provisions in this Agreement; and 3) documents incorporated into this Agreement.

**8.08. Entire Agreement.** This Agreement, together with the Solicitation, constitutes the entire agreement between the parties hereto. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed in this Agreement or the Solicitation shall be binding.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year first above written.

**WITNESSES:**

\_\_\_\_\_  
Print \_\_\_\_\_

\_\_\_\_\_  
Print \_\_\_\_\_

**JEA:**

**JEA**, a body politic and corporate

By: \_\_\_\_\_  
Donald L. Burch, Jr.

Manager Real Estate Services

Date: \_\_\_\_\_

Form Approved:

\_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Print \_\_\_\_\_

\_\_\_\_\_  
Print \_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_

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

Print: \_\_\_\_\_

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

Date: \_\_\_\_\_

DATE: [of issuance]  
IRREVOCABLE STANDBY  
LETTER OF CREDIT NO. \_\_\_\_

**NAME OF BANK:**

**BENEFICIARY:**  
JEA  
Attn: HEATHER BEARD  
21 WEST CHURCH STREET. CC-6  
JACKSONVILLE, FLORIDA 32202

**PRINCIPAL:**

**AMOUNT:** Fifty Thousand and 00/100 Dollars (\$50,000)

**DATE AND PLACE OF EXPIRY:** THIS LETTER OF CREDIT SHALL EXPIRE AT THE END OF THE WARRANTY TERM PURSUANT TO JEA CONTRACT # 177892 AT 5:00 P.M. IN JACKSONVILLE, OR ANY AUTOMATICALLY EXTENDED DATE AS HEREIN PROVIDED.

WE, (INSERT NAME OF BANK), HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER \_\_\_\_\_ IN FAVOR OF BENEFICIARY FOR Fifty Thousand and 00/100 Dollars (\$50,000) WHICH IS AVAILABLE WITH US BY SIGHT PAYMENT(S) AGAINST BENEFICIARY'S PRESENTATION TO US OF THE ORIGINAL OF THE FOLLOWING DOCUMENTS:

1. THIS LETTER OF CREDIT AND ALL AMENDMENT(S) THERETO, IF ANY;

AND

2. DRAFT(S) "AT SIGHT" DRAWN ON US, BEARING THE CLAUSE: "DRAWN UNDER (INSERT NAME OF BANK) STANDBY LETTER OF CREDIT NUMBER \_\_\_\_\_."

AND

3. BENEFICIARY'S SIGNED STATEMENT STATING: "WE HEREBY CERTIFY THAT DURR UNIVERSAL, INC. (THE "PRINCIPAL") HAS COMMITTED A MATERIAL BREACH AS DESCRIBED IN JEA CONTRACT CONTRACT # 177892 AND HAS NOT CURED THE BREACH IN ACCORDANCE WITH THE TERMS OF CONTRACT # 177892.

OR,

4. BENEFICIARY'S SIGNED STATEMENT STATING: "WE HAVE RECEIVED NOTICE OF (insert bank name) ELECTION NOT TO EXTEND STANDBY LETTER OF CREDIT NO. \_\_\_\_\_ FOR AN ADDITIONAL PERIOD, AND DURR UNIVERSAL, INC. HAS NOT PROVIDED US WITH AN ACCEPTABLE REPLACEMENT LETTER OF CREDIT OR OTHER ACCEPTABLE SECURITY."

NOTWITHSTANDING THE ABOVE EXPIRATION DATE, THE EXPIRATION DATE OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED WITHOUT WRITTEN AMENDMENT FOR ADDITIONAL PERIODS OF ONE (1) YEAR EACH FROM THE CURRENT EXPIRATION DATE OR ANY FUTURE EXPIRATION DATE ANNIVERSARY HEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY SUCH EXPIRATION DATE, (INSERT NAME OF BANK) SHALL GIVE WRITTEN NOTICE TO BENEFICIARY (JEA), BY CERTIFIED MAIL OR COURIER, AT THE ADDRESS SET FORTH ABOVE OR AT SUCH OTHER AMENDED ADDRESS AS MAY BE PROVIDED TO (INSERT NAME OF BANK) IN WRITING PRIOR TO SUCH NOTICE, THAT WE ELECT NOT TO EXTEND THIS IRREVOCABLE STANDBY LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD.

IN THE EVENT THAT WE SENT YOU WITH OUR NOTICE OF NON-EXTENSION, YOU MAY DRAW HEREUNDER ON OR PRIOR TO THE THEN RELEVANT EXPIRATION DATE UP TO THE FULL AMOUNT THEN AVAILABLE HEREUNDER AGAINST PRESENTATION OF THE ABOVE DOCUMENTS.

WE HEREBY ENGAGE WITH THE BENEFICIARY (JEA) HEREOF THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE STANDBY LETTER AT THE FOLLOWING ADDRESS: \_\_\_\_\_, JACKSONVILLE, FL \_\_\_\_\_; ON OR BEFORE THE EXPIRATION DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

PRESENTATION OF DOCUMENTS MAY BE MADE BY HAND DELIVERY, MESSENGER SERVICE, COURIER SERVICE, REGISTERED OR CERTIFIED MAIL, AND OVERNIGHT MAIL.

EXCEPT AS FAR AS OTHERWISE EXPRESSLY STATED HEREIN, THIS IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NUMBER 590 ("ISP98").

\_\_\_\_\_  
NAME & TITLE FOR  
BANK AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME & TITLE FOR  
PRINCIPAL'S AUTHORIZED SIGNATURE

\_\_\_\_\_  
APPROVED BY:

\_\_\_\_\_  
*Applicant's authorized signature*

\_\_\_\_\_  
*Account Officer's signature*