

**Attachment 4.1
Conflict of Interest Certificate**

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City of independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named City officials(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

Attachment 4.2
JSEB Project Goals Language

**EQUAL BUSINESS OPPORTUNITY PROGRAM
PROJECT GOALS PLANS
ENCOURAGEMENT/PARTICIPATION/SET-ASIDE**

A. POLICY

Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.

Please be advised that, to be counted toward meeting the participation percentage goal defined herein, all JSEBs shall be certified by the City in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code.

In-addition the JSEB must have the designated Commodity Codes AT THE TIME OF BID OPENING to qualify for Participation, Set-Aside, and Encouragement Projects.

All designations (to include Encouragement) the bidder/proposer must adhere to the following process:

- **The bidder/proposer shall provide interested JSEB's with timely (at a minimum 1 week notice prior to bid submission) adequate information about the plans, specifications, and other such requirements of the bid documents to facilitate a prepared and adequate response/quote.**
- **The bidder/proposer must follow up the initial solicitation with the EBO office. Note: JSEB vendor must provide pricing (based on scope of work provided by bidder/proposer) and not a price or percentage "given" by the bidder/proposer.**
- **Identify a portion of work available to JSEB's using the Letter of Intent and attach the Scope of work to be provided for each vendor.**
- **Bidder proposer can call the EBO office to obtain the list of JSEB'S that are ready, willing, and able. The JSEB office has 48 hours to provide the requested list. Prime contractors can also access the list of JSEB through 1Cloud and the JSEB webpage under the JSEB directory. If you have difficulty securing JSEBs to meet the requirements you should contact the EBO/JSEB Program.**
- **In the event that a bidder/proposer must submit alternate pricing and if affects the JSEB goal there must be a scope of work provided to the JSEB and the scope as well as the alternate pricing must be submitted with the bid documentation.**

In the event bidders/proposers are unable to obtain bids from JSEB subcontractors that equal or exceed the percentage established in the participation goals, shall at minimum, submit, at the time of bid opening a Notice of Intent to Submit the Good Faith Effort Form (Form 4). This is outlined in the Good Faith Effort category in Section I.

B. JSEB OBLIGATION

Bidders/proposers are required to make all efforts reasonably possible to ensure that JSEBs have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. ELIGIBILITY

1. To be considered eligible for contract award, the Contractor shall include with the bid/proposal an original Form 1 (Schedule of Subcontractor/Subconsultant Participation).
 - a. For solicitations that are not project specific, such as: misc. services, design build, etc.; a percentage will initially be accepted with the bid submittal on Form 1 and the Letters of Intent.
 - b. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.
2. The prime contractor must submit a Letter of Intent and scope of work needed to perform work related to the project. The Letter of Intent must include the JSEB subcontractor's name, the scope of work to be performed, and the dollar value of the work to be performed by the JSEB (the information contained in the Letters of Intent must reflect the information contained in the bidder's Schedule of Subcontractor/Subconsultant Participation). **Copies of the Form 1 and the Letters of Intent signed by the JSEB subcontractors or suppliers must be submitted at the time of the scheduled bid opening.** Failure to submit the Letter(s) of Intent at the scheduled bid opening may result in the bid in question being rejected as non-responsive.
3. In addition, all JSEBs must be subcontracted in the area that they are licensed and certified, in accordance with the requirements of Part 6, Chapter 126, Jacksonville Ordinance Code.
 - a. All businesses must be certified under the provisions set forth below. Certifications will be granted only in those areas for which the business owner(s) has the ability and expertise to manage and control the firm's operations and work.
 - b. An owner shall be certified only for specific types of work for which the owner(s) has the ability and expertise to manage and control the firm's operations and work.
 - c. Have expertise normally required by the industry for the field for which certification is sought.
 - d. Not be a front, broker, or pass-through as defined in Subpart A of this Chapter.
 - i. *Front, broker, or pass-through* shall mean a JSEB that is not registered as a supplier or distributor through the Florida Department of Revenue, or a JSEB subcontractor who does not self-perform 100 percent of the subcontractor work pursuant to the Schedule of Participation, or a JSEB prime contractor who does not self-perform at least 40 percent of the work for the project.
4. All commodity codes must be acquired prior to the submission of bids through the EBO Compliance officer.

D. COMPLIANCE

All bidders, proposers or subcontractors participating in this project are hereby notified that failure to fully comply with the City's JSEB policy as set forth herein shall constitute a breach of contract which may result in termination of the contract, or such other remedy as deemed appropriate by the Owner. Such penalties as outlined in Section 126.201, Jacksonville Ordinance Code, will apply.

E. CONTRACT AWARD

The City proposes to award the contract to the responsive, responsible bidder submitting a reasonable bid, provided: (i) the bidder has met the goals for JSEB participation; or (ii) if unable to meet the goals, the bidder has timely submitted an acceptable Good Faith Effort Statement and supporting documentation that demonstrates, pursuant to Part 6 of Chapter 126, Jacksonville, Ordinance Code, a sufficient attempt to meet the JSEB participation goals as established herein. Bidders are advised that the City has sole discretion and authority to determine if any bidder has made a "Good Faith Effort." The City reserves the right to reject any or all bids submitted. The City will have discretion to reject any bid or exclude a prospective bidder from

submitting a bid who has been non-responsive to JSEB program requirements without satisfactory justification accepted by the Chief of Procurement. Rejections hereunder may be timely protested pursuant to the city's Procurement Protest Procedures, a copy of which is included as part of these bid documents.

F. SUBCONTRACT CLAUSE

1. All bidders hereby agree to incorporate the JSEB participation, policy, goals, conditions, and instructions in all agreements that offer JSEB participation subcontracting opportunities.
2. If a change order presents further subcontracting opportunity beyond current subcontracting, the prime contractor shall make positive efforts to further include JSEB participation.
3. The JSEB prime contractor shall perform at least 40% of the total amount of the work to be performed under this Contract with its own workforce. Subletting of any Work under this Contract shall not relieve the JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of Subcontractor (s).

G. POST AWARD REQUIREMENTS

After the award of the contract, failure on the part of the successful contractor to subcontract with JSEBs at a percentage level equal to or higher than stated on Form 1, may put the contractor in violation and is subject to penalties outlined in Chapter 126, Jacksonville Ordinance Code.

H. PAYMENT OF SUBCONTRACTORS

Prime contractors shall certify in writing that ALL subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) as a condition precedent to prior to receipt of any further progress payments. Prime contractors shall be obligated to pay subcontractors within 3 days of receipt from the City of funds and must confirm payment to the City. Prime contractor shall have a continuing obligation to pay all subcontractors and suppliers equal to the amount of work and materials furnished on this project at the direction of the prime contractor and for which amount prime contractor includes in its request or application for payment that it submits to the city in order to induce payment for the same; otherwise, within 10 business days after receiving written notice from the city, prime contractor shall return to the city any and all amounts it has been paid by the city that prime contractor failed to pay its subcontractors or suppliers in contradiction to information contained in a corresponding request or application for payment submitted by prime contractor. Additionally, failure to comply with the requirements of this section may result in penalties imposed upon prime contractor, including without limitation those outlined in Chapter 126, Jacksonville Ordinance Code.

I. GOOD FAITH EFFORTS

Bidders who are unable to meet the stated JSEB participation goals set forth herein are required to submit to the Chief of Procurement Division: (i) a Notice of Intent to Submit a Good Faith Effort Statement **at the time of bid opening**; and (ii) a completed Good Faith Effort Form (Form 4) and all supporting documentation, that demonstrates all of the bidder's efforts in the solicitation of subcontractors to meet the JSEB participation goals on this project, which will be evaluated in accordance with the factors outlined in Part 6 Subpart D of Chapter 126, Jacksonville Ordinance Code, including without limitation §§ 126.618.

Failure to submit the Good Faith Effort Statement and supporting documentation at the scheduled bid opening: (i) shall constitute a waiver of any right to have the same considered; and (ii) may result in the bid in question being rejected as non-responsive.

If the JSEB Administrator finds that a bidder/proposer did not make sufficient Good Faith Efforts, the JSEB Administrator shall communicate this finding to the user department and recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to the City's bid protest procedures.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort, and, among other factors, will compare the same with the performance of other bidders in their attempt to meet the participation goals defined herein.

J. EXCLUSIONARY AGREEMENTS

Agreements between any bidder/proposer and a JSEB in which the JSEB promises not to provide subcontracting quotations to other bidders are prohibited and may result in both the bidder/proposer and the JSEB being subject to the penalties outlined in Chapter 126, Jacksonville Ordinance Code.

K. JOINT VENTURE SUBMITTAL

For Capital Improvement, contractors submitting as Joint Venture must be certified as a joint venture at the time of bid opening. Information concerning submitting a bid as a Joint Venture may be obtained from the Procurement Division, 214 N. Hogan Street, Suite 800, Jacksonville, FL 32202, (904) 255-8800. Failure to meet the deadline for certification as a Joint Venture may deem a proposal non-responsive.

L. SUBSTITUTIONS

1. The contractor cannot make changes to the Schedule of Participation or substitute subcontractors named in the Schedule of Participation without the Chief's prior written approval based on the Ombudsman's recommendation and JSEB Administrator's compliance review. Unauthorized changes or substitutions shall be a violation of this Chapter and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the contractor to contract penalties or other sanctions. *Sec 126.619 (c)*
2. All requests for changes or substitutions of the subcontractors named in the Schedule of Participation shall be made to the Ombudsman with a copy to the JSEB Administrator in writing, and shall clearly and fully set forth the basis for the request. A contractor shall not substitute a subcontractor or perform the work designated for a subcontractor with its own forces unless and until the Chief approves such substitution in writing. A contractor shall not allow a substituted subcontractor to begin work until the Chief has approved the substitution based on the recommendation of the JSEB Administrator. *Sec 126.619 (c) 1*
3. The facts supporting the request must not have been known nor reasonably should have been known by either party prior to the submission of the Schedule of Participation. Bid shopping is prohibited. The contractor must bring this dispute to the Ombudsman for resolution. *Sec 126.619 (c) 2*
4. The Chief's final decision whether to permit or deny the proposed substitution, and the basis, therefore, will be communicated to the parties in writing by the Chief, with a copy to the CAO. *Sec 126.619 (c) 3*
5. If the City requires the substitution of a subcontractor listed in the Schedule of Participation, the contractor shall undertake Good Faith Efforts to fulfill the Schedule of Participation if the Project Specific Goals would not otherwise be met. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the contractor may substitute with a non-JSEB. *Sec 126.619 (c) 4*
6. If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Schedule of Participation, the contractor shall obtain the approval of the JSEB Administrator to modify the Schedule of Participation and must make Good Faith Efforts to ensure that JSEBs have a fair opportunity to bid on the new scope of work.
7. Changes to the scopes of work shall be documented by the User Department at the time they arise, to establish the reasons for the change and the effect on achievement of the Project Specific Goal(s).

M. JSEB MONTHLY REPORT

A completed JSEB Monthly Report (See Form 3) will be included with each pay request. Prime Contractor is required to maintain records of the JSEB Monthly Reports for three (3) years.

N. CALCULATION OF JSEB PARTICIPATION

1. Credits toward the JSEB goal will be based on the percentage of work actually performed by JSEBs.
2. If a certified JSEB bidder bids as a prime contractor, it will meet the established goal by virtue of being a certified JSEB; nevertheless, JSEBs who bid as prime contractors are encouraged to make every attempt to subcontract with other JSEBs.
3. Subject to the requirements of Part 6 of Chapter 126, Jacksonville Ordinance Code, credit towards the JSEB goal allowed for a joint venture involving a JSEB will be equal to the same percentage as the percentage of ownership and control of the JSEB participants in the joint venture. The eligibility of a JSEB joint venture will be determined on a project-by project basis. A joint venture must be certified as a JSEB joint venture at the time of bid opening in order for the participation of the JSEB partner to be counted towards the JSEB goal requirement. The JSEB partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least twenty-five percent (25%) and the JSEB partner must be responsible for a clearly defined portion of the work to be performed.
4. The EBO office will accept participation from certified JSEB companies that are certified at the time of bid opening, and that are immediately subordinate to subcontractors and sub-consultants, toward meeting percentage goals.
5. The EBO office will accept 100% of purchase price for materials from JSEB suppliers towards meeting JSEB percentage goals.

O. PENALTIES

Severe penalties, including without limitation those outlines in Chapter 126, Jacksonville Ordinance Code, may apply to non-compliance with the Equal Business Opportunity Program and other violations of applicable federal, state, and local laws statutes, ordinances, rules, and regulations.

P. GOAL

The designation of this project is found in the Solicitation Overview section of this solicitation.

JSEB Goals defined.

ENCOURAGEMENT

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability.

Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that City certified JSEB have a full and fair opportunity to compete for performance on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached form 1 (Schedule of Participation) to submit JSEB Participation on this Bid. You may contact the Jacksonville Small & Emerging Business Office at (904) 255-8620 to verify the status of a JSEB or visit our web site at www.JSEB.coj.net.

PARTICIPATION

The following goals apply to this contract and submissions of a bid by a prospective contractor shall constitute full acceptance of all conditions outlined in the bid documents, Chapter 126, Jacksonville Ordinance Code, and the prospective contractor's bid proposal.

The attainment of JSEB participation goals established for this contract will be: (i) based upon JSEBs certified by the City AT THE TIME OF BID OPENING in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code; and (ii) measured as a percentage of the total dollar value of the contract or, in the case of alternates, the percentage is calculated on the base bid for the purpose of the award; however, the contractor is expected to make every attempt to meet or exceed the stated goals when the alternates are awarded.

SET-ASIDE

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regard to enhancing participation of JSEBs in all areas of procurement.

The Set Aside Plan is designated for certified Jacksonville Small Emerging Business participation only pursuant to Ordinance 2004-602-E, Section 126.608 (subsequently revised pursuant to 2005-944-E). All bidders responding must be JSEB certified prior to bid opening.

The JSEB prime contractor shall perform at least 40% of the total amount of the work to be performed under this contract with its own workforce. Notwithstanding this provision, a JSEB prime contractor should be prepared to demonstrate its own experience, licensing, capacity and/or ability to perform 100% of the total amount of the work being solicited, and, for purposes of award, a JSEB prime contractor should not rely upon sub-contractors or sub-consultants to meet any minimum requirements or qualifications. Subcontracting of any work under this contract shall not relieve a JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of subcontractor(s).

In addition to the bidding requirements specified elsewhere in these contract documents, under the Set Aside Plan, bids will only be accepted from bidders who are certified by the City as a JSEB **AT TIME OF BID OPENING**, in accordance with Chapter 126, City Ordinance Code.

You may contact the Jacksonville Small & Emerging Business Office at (904) 255-8620 to verify the status of a JSEB or visit our web site at www.jseb.coj.net.

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JSEB FORM 1
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
SCHEDULE OF JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTOR

NAME OF BIDDER _____

PROJECT TITLE _____

BID NUMBER _____ TOTAL BASE BID AMOUNT _____

For the purpose of the JSEB Project goals, all bids requiring CCNA will confirm the requirement on Form 1. However, the amount of the scope of service to be performed by the JSEB is not required until the agency has negotiated cost w/the selected firm.

Prior to the selected firm going before the PSEC committee for approval of the negotiated scope and fee package, the firm must list the JSEB vendor(s) and the amount for the scope of service to be performed by the JSEB(s).

***Please list all JSEB Suppliers**

NAME OF SUB FIRM	JSEB (Y/N)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

The designation of this project is: Encouragement_____Participation_____Set Aside_____

Signature: _____ Title: _____ Date: _____

Signature of Prime Contractor

JSEB FORM 2

LETTER OF INTENT
TO PERFORM AS A SUBCONTRACTOR or SUB-CONSULTANT

(Name of JSEB Supplier/Consultant/Subcontractor)

Name of
Project: _____

Bid
Number: _____

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work attached. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Total amount of work to be
performed or materials to be
supplied, including Sales Tax

*Scope of Work Attached

_____ \$ _____

Signature of JSEB Supplier/Consultant/
Subcontractor

Title

Date

* For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will not be accepted with the bid submittal on Form 1 and the Letters of Intent at minimum there should be a percentage of JSEB usage. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

This form must be used for Letter of Intent.

FORM 3
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
FINANCE & ADMINISTRATION DEPARTMENT
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR NAME: _____ PROJECT TITLE: _____

PROFESSIONAL SERVICES (RFP) NO. _____ -OR- CITY BID NO. _____

CURRENT CONTRACT TOTAL AMOUNT \$ _____ CITY CONTRACT NO. or PO NO. _____

INVOICE INFORMATION					
INVOICE NO.:		CURRENT INVOICE \$:			
FOR PERIOD ENDING DATE:		CUMULATIVE INVOICED \$:			
		% CONTRACT COMPLETE:			
CONTRACT GOAL TRACKING					
JSEB SUPPLIER GOAL \$:		JSEB SUPPLIER GOAL %:			
PRIOR MONTH CUMULATIVE JSEB SUPPLIER \$:					
PRIOR MONTH CUMULATIVE NON- JSEB SUPPLIER \$:		FORMULA FOR CURRENT MONTH %: CUMULATIVE \$ / CUMULATIVE \$ INVOICED			
CUMULATIVE JSEB SUPPLIER \$:		CUMULATIVE JSEB SUPPLIER % :			
CUMULATIVE NON- JSEB SUPPLIER \$:		CUMULATIVE NON- JSEB SUPPLIER % :			
JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE					
COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB TYPE ¹	TYPE OF WORK ₂	\$ THIS PAYMENT
TOTAL					
NON-JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE					
COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	Type	TYPE OF WORK ₂	\$ THIS PAYMENT
			N/A		
			N/A		
			N/A		
TOTAL					

¹JSEB (Jacksonville Small Emerging Business)

²TYPE OF WORK: Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support, etc.

FOR CITY OF JACKSONVILLE USE ONLY			
DATE PROCESSED	DOCUMENT NO.	INDEX CODE – SUBOBJECT - PROJECT NO. - DETAIL	\$ THIS PAYMENT

Notes:

1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
2. Contractor shall attach to this form a typewritten explanation of any differences in JSEB participation from original contract commitment.

JSEB FORM 4
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
JSEB GOOD FAITH EFFORT DOCUMENTATION

The intent of this form is to document the good faith effort attempts made by the apparent low bidder in soliciting JSEB firms to meet the JSEB project goal. Please note that the project goal will not be waived, and the contractor must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified JSEB, the apparent low bidder must submit the form as follows:

All information submitted on this form is subject to audit by the JSEB Office

Date Submitted: _____ Bid Number: _____ Agency: _____

Contractor Name: _____ Company Address: _____

City _____ State: _____ Zip code: _____ Phone: _____

Goal Percentage: _____ Commitment Percentage: _____ Unattained Percentage: _____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Bidder/Authorized Representative Signature: _____

Representative Title: _____ Date: _____

Witness: _____ Date: _____

JSEB FORM 4 (Cont.)
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

GOOD FAITH EFFORT DOCUMENTATION

Work Type Number	Description of Work, Service or Material	JSEB Firm Name			
Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount	
1.					
2.					
3.					
Comments:					
Work Type Number	Description of Work, Service or Material	JSEB Firm Name			
Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount	
1.					
2.					
3.					
Comments:					
Work Type Number	Description of Work, Service or Material	JSEB Firm Name			
Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount	
1.					
2.					
3.					
Comments:					

JSEB FORM 4 (Cont.)
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

GOOD FAITH EFFORT REQUIREMENTS

GOOD FAITH EFFORTS

Proposers who fail to meet the stated JSEB participation goals set forth in Section “I” are required to submit with their proposal all efforts that would demonstrate a “Good Faith Effort” in the solicitation of subcontractors to meet the JSEB participation goals on this project.

The following categories, without limitations, may be utilized in considering Good Faith Efforts as outlined in Chapter 126, Jacksonville Ordinance code:

- (1) A contact log showing the name, address, and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, person making the effort;
- (2) The description of work for which a quote was requested;
- (3) The amount of the quote given if one was obtained;
- (4) The list of divisions of work not subcontracted and an explanation why not; and
- (5) Subcontractor information as requested by forms developed by the Department.

If the JSEB Administrator finds that a bidder/proposer did not make sufficient Good Faith Efforts, the JSEB Administrator shall communicate this finding to the user department and recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to the City's bid protest procedures.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort and will compare the same with the performance of other proposers' attempts to meet the participation goals defined herein.

SOLICITATION EFFORTS - Should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The bidder should ensure that the requests are made within sufficient time to allow JSEB firms to respond. The contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

ADDITIONAL EFFORTS - Utilizing the services offered by the City of Jacksonville Small and Emerging Business Office for assistance with recruitment efforts. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

Attachment 4.3 Scope of Services

Base Bid Scope of Services:

Work consists of furnishing all labor, materials, and equipment and performing all operations necessary for constructing a new two lane road and related facilities, including eighteen (18) inch curbing and gutters, and a 10' multi-use path; stormwater or surface water drainage facilities; roadway street lighting; and other surfaces, utilities, and facilities consistent with the plans and specifications, to provide vehicular access connecting Ortega Hills Drive northward to the current terminus of Golden Wings Road within the Timuquana Commerce Center.

The work includes, but is not limited to: Approximately 7.5 acres of associated tree & vegetation clearing and grubbing, drainage construction, earthwork & grading, sodding for stabilization, erosion control & pollution abatement, engineering and construction of 400 linear feet of four foot tall segmental block retaining wall along the north side of the project, installation of 660 linear feet of 6 foot tall wood stockade fence, and all other related work associated with the new construction and extension of Golden Wings Road South in accordance with the Contract Drawings and Specifications.

In addition to the construction of the ponds and associated structures located in the Plans and Specifications, Bidders shall also include digging and stabilization of the north pond that is found in the Gray Edwards plans and specifications; this work shall include the outfall structure associated therewith.

Bidders shall include \$200,000 allowance for site electrical conduit and street lighting unless completed plans and specifications with JEA design are permitted before this Invitation to Bid response is due.

Bidders shall exclude the following from their bids: Landscape, irrigation, import of fill to finish lots, any and all associated work in the Gray Edwards plans (these are provided for reference purposes only) except for construction and stabilization of the north pond and its outfall structure.

Optional Alternate Scope of Services:

Developer reserves the right, at its sole discretion, to award all, part, or none of the Bid Alternate A scope of services described herein. Pricing for Bid Alternate A shall remain valid for a period of one hundred twenty (120) days following bid opening. The Bid Alternate A may be awarded concurrently with the Base Bid, after Notice of Award, during construction via a Change Order, or not awarded at all. Developer makes no guarantee regarding award of Bid Alternate A.

Bid Alternate A Scope of Services: Demolition of all structures on property and removal of debris associated therewith.

Bid Alternate B Scope of Services: Clear and grub additional approximately 15 acres for a total of 23 acres identified in the Plans and Specifications.

Bid Alternate C Scope of Services: Install additional 900 linear feet of 6 foot tall wood stockage fence on the north and northeast property boundary of SWMF 3.

Bid Alternate D Scope of Services: Any and all dewatering.

Bid Alternate E Scope of Services: Installation of twenty (20) feet of 6" Under Drain on each side of the curb inlets (see note on the detail page of the Plans and Specifications).

Attachment 4.4
Plans and Specifications

Attachment 4.5
Landscape Plans and Specifications

Attachment 4.6
Executive Order 98-01



OFFICE OF THE MAYOR

JOHN A. DELANEY
MAYOR

ST. JAMES BUILDING
117 WEST DUVAL STREET
SUITE 400
JACKSONVILLE, FL 3220

EXECUTIVE ORDER 98-01

TO: All Elected Officials, Department Heads, Division Chiefs, Independent Agencies, Authorities, Boards, Commissions and Councils

FROM: John A. Delaney, Mayor

SUBJECT: City Construction Dispute Review Board (CCDRB)

By virtue of the authority vested in me as Mayor by the Charter and as Chief Executive Officer of the Consolidated Government, it is ordered:

Section 1. Background. The Mayor appointed a select committee to review and make suggestions to improve the City Purchasing Code, mindful of changes in procurement methods for professional and contractor services (PCS) since the Code was last revised. After extensive and extended review, the committee recommended, among other things, creating a dispute review board to hear claims involving PCS. This process offers an expeditious and inexpensive means for disputants to resolve their differences and benefits all parties.

Section 2. City Construction Dispute Review Board Created; Membership. There is hereby created the City Construction Dispute Review Board (CCDRB) to be composed of two (2) permanent members and two (2) non-permanent members as follows:

- (a) The Public Works Department Chief of Engineering or his designee (permanent), who shall serve as chairman.
- (b) The General Counsel or his designee (permanent).
- (c) A design professional licensed in Florida and experienced in the discipline associated with the dispute (non-permanent).
- (d) Contractor licensed in Florida and experienced in the discipline associated with the dispute (non-permanent).



EXECUTIVE ORDER 98-

The Director of Public Works (Director) shall solicit volunteers from the contractor and design professional communities to serve as non-permanent members. Volunteers shall not be compensated nor have an interest in any case before them. The Director shall maintain a current list of volunteers reflecting their disciplines, general experience, length of licensure, and education. When a matter is referred to the CCDRB, the non-permanent members shall be selected from the list maintained by the Director by mutual agreement of the Chief of Engineering and the disputing party. In the event no contractor and/or design professional volunteer on the list is acceptable to both the Chief of Engineering and the other party, the Director shall solicit additional volunteers to serve on the CCDRB to hear such case. Alternatively, the disputing parties may agree that the hearing shall continue with only the permanent members and any agreed-upon non-permanent member. The Public Works Department will provide staff support to the CCDRB.

Section 3. Purpose. The purpose of the CCDRB is to provide a non-binding dispute review service to the City and its Construction Contractors, Architects and Engineers, for claims and/or other disputes on City Capital Improvement projects. Such a process has been used in private industry where most construction disputes are resolved without trial. A copy of this order shall be appended to all City bidding and contract documents. Such documents shall also include language that any dispute cognizable under this order must be presented to the CCDRB and a decision rendered as a condition precedent to instituting any other legal action.

Section 4. Function. Upon a written request of a City department or agency or its construction contractor, architect or engineer, the Chief of Engineering shall receive a copy of the claim and statement of the dispute and any response thereto, with all supporting documentation. The CCDRB shall schedule a hearing of the interested parties within 30 calendar days after receiving all information to hear the claim, and all responses. The Florida Rules of Evidence shall apply to proceedings before the CCDRB; however, such rules may be relaxed at the discretion of the chairman. Within seven (7) business days after the dispute review proceeding concludes, the CCDRB will provide its written, non-binding determination to the parties involved. Each party may accept the CCDRB's determination, or may seek other remedies, as permitted by contract and law. Any claim not brought before the CCDRB shall be deemed legally deficient. The testimony and any unadopted decision of the CCDRB are inadmissible in any subsequent legal proceeding.

Section 5. Promulgation of Rules. As necessary, rules governing the administration and proceedings of the CCDRB may be promulgated by the Public Works Department to insure fair and timely hearings on matters referred to the CCDRB.

Section 6. Use by Independent Agency(s). Should any independent agency wish to use

EXECUTIVE ORDER 98-

the CCDRB, it may refer disputes to the Board and the Public Works permanent member may be replaced by a designee of the Chief Executive Officer of the using agency.

Approved as to conformity with
sound fiscal policy:



Director of Administration and Finance

Approved and Issued:



Mayor

Approved as to Form:



Assistant General Counsel

Approval Date: 1/14/98

Effective Date: 1/14/98

G:\SHARED\GREGORY\CCDRB.ORD

Attachment 4.7
Executive order 2013-05



OFFICE OF MAYOR ALVIN BROWN

ST. JAMES BUILDING
117 WEST DUVAL STREET, SUITE 400
JACKSONVILLE, FLORIDA 32202

EXECUTIVE ORDER NO. 2013-05

PH: (904) 630-1776
FAX: (904) 630-2391
www.coj.net

TO: All Elected Officials, Department Heads, Division Chiefs, Independent Agencies, Authorities, Boards, Commissions and Councils

FROM: Alvin Brown, Mayor

SUBJECT: Change Orders

By virtue of the authority vested in me as Mayor by the Charter of the City of Jacksonville and by Section 20.107, *Ordinance Code*, and as the chief executive and administrative officer of the Consolidated Government, it is ordered as follows:

Repeal of Executive Order No. 94-187. This Executive Order shall nullify and supersede Executive Order No. 94-187 in order to provide guidance for the review of all Change Orders as defined herein, except for purchases made pursuant to the informal purchase provisions or the emergency provisions of Chapter 126, *Ordinance Code* (the "Purchasing Code").

Definition of Change Order. For the purposes of this Executive Order, a Change Order is defined as any written agreement between the City and a person or business entity modifying in any way an existing contract between such parties previously made pursuant to the formal purchasing provisions of Part 2 (Supplies Contractual Services and Capital Improvements), Part 3 (Professional Services Contracts), or Part 7 (Design Build Contracts), of the Purchasing Code.

Administrative Review of Change Orders. Change Orders shall be initiated by the applicable department on a form developed by the Procurement Division, which shall include without limitation the following:

- (a) signature approval by the director or designee of the requesting department;
- (b) recommendation or approval, if applicable, by the consultant(s), if any;
- (c) original maximum indebtedness of the contract, individual listing of any prior dollar amount of increases or decreases resulting from prior, properly approved Change Orders, and dollar amount of increase or decrease of the proposed Change Order;
- (d) original time period for completion of work, supply of product or the like, individual listing of any prior time extensions or reductions resulting from prior,

properly approved Change Orders, and amount of time extension or reduction of the proposed Change Order;

- (e) designation of source of funds by account number, name of account and/or other pertinent means of identification;
- (f) a full, detailed written description of the proposed change, a statement of the reasons why the proposed change is in the City's best interest, and a statement of whether the proposed change is the result of an unforeseen condition, client request or increase in scope, a reconciliation of quantities, or design error or omission; and
- (g) such other information as determined by the Chief of the Procurement Division to be necessary or desirable to carry out the provisions of this Executive Order.

Each proposed Change Order shall be transmitted by the initiating department to the Department of Finance for written certification (by email or otherwise) as to the availability of funds in accordance with Section 24.103(e) of the *Ordinance Code*, of the City of Jacksonville.

If the necessary funds are available, the proposed Change Order shall then be transmitted to the Chief of the Procurement Division. The Chief of the Procurement Division or his/her designee(s) shall review the proposed Change Order for the purpose of ensuring efficiency in purchasing and promoting good contract purchase practices and shall consider without limitation the following factors in approving or disapproving the proposed Change Order:

- (a) comparison of the maximum dollar amount of the increase or decrease of the proposed Change Order and any prior increases or decreases to the original maximum indebtedness of the contract;
- (b) comparison of unit or lump sum prices in the proposed Change Order to the unit or lump sum prices in the contract;
- (c) comparison of the scope and limits of work in the proposed Change Order to the scope and limits of work in the contract;
- (d) comparison of time extension or reduction in the proposed Change Order to the completion date and liquidated damages in the contract;
- (e) determination as to whether the proposed Change Order is a result of an unforeseen condition, client request or increase in scope, a reconciliation of quantities, or design error or omission; and
- (f) any other relevant factors as determined by the Chief of the Procurement Division which relate to efficiency in purchasing and promoting good contract purchase practices.

Having completed such review, the Chief of the Procurement Division or his/her designee shall approve or disapprove the proposed Change Order with any additional comment deemed pertinent. A disapproved proposed Change Order shall be sent back to the initiating department.

Awards Committee and Mayoral Approval. If approved by the Chief of the Procurement Division, the proposed Change Order shall be forwarded to the applicable Awards Committee (GGAC, CSPEC or PSEC) for consideration. If approved by the applicable Awards Committee, the proposed Change Order will be forwarded to the Mayor's Office for review, approval and execution by the Mayor or his/her designee and by the Corporation Secretary.

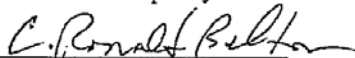
Special Rules for Change Orders on Capital Construction Projects. The following exceptions to the process described above shall apply to proposed Change Orders on contracts involving new construction, additions, improvements, repairs to structures or other capital improvements originally awarded through the GGAC:

1. A signature by the Mayor or his/her designee approving a proposed Change Order shall constitute a signature to the Change Order itself. A second signature from the Mayor's Office shall not be required for such Change Order.
2. In accordance with Sections 126.109(a) and 126.201(d)(7), *Ordinance Code*, proposed Change Orders in an amount up to 10% in the aggregate of the awarded contract value, shall not require GGAC or Mayoral approval if:
 - (a) The Director of Public Works determines that the proposed Change Order is the result of unforeseen conditions, the reconciliation of quantities, or design errors and/or omissions; and
 - (b) The proposed Change Order has followed the process set forth in the "Administrative Review of Change Orders" section of this Executive Order and is approved by (i) the Director of Public Works or his/her designee, (ii) the Director of the requesting department (if applicable), and (iii) the Chief of the Procurement Division.

Monthly Reports. All departments shall provide a monthly written report to the Chief of the Procurement Division identifying all contracts for which the respective departments have submitted Change Orders and the net sum of such Change Orders.

Timeliness. It shall be the goal of the administration to fully complete each specified review and signature turnaround process for each proposed Change Order within 2 business days or less.

Approved as to conformity
with sound fiscal policy:


Director of Finance

Approved and Issued:


Alvin Brown, Mayor

Approved as to Form:


Office of General Counsel

Approval Date: 6/19/13

Effective Date: 6/19/13

Attachment 4.8
Ex Offender Requirement

**Full and Fair Consideration of Ex-Offenders For
Awarded Contractor Direct Hiring
Revised April 2021**

1. POLICY

It is the policy of the City of Jacksonville that the rehabilitation of ex-offenders is an essential component in a community fight against criminal activity; the hiring of ex-offenders into fair paying jobs helps restore the economic stability of ex-offenders, perpetuates their rehabilitation, reduces recidivism and contributes to a community crime free environment; providing consideration and opportunities to ex-offenders with companies doing business with the City of Jacksonville can be accomplished without compromising the security of the businesses, or the City and its citizens, and without unnecessarily depriving others of opportunities; and that the City of Jacksonville should take a leading role in the rehabilitation of ex-offenders, and has done so through the City's third-party service provider ex-offender re-entry programs that provide job training and/or job placement services to Ex-Offenders.

2. DEFINITIONS

For the purpose of this Section, the following definitions apply:

- (1) *City Ex-Offender Program Providers* shall collectively mean the Jacksonville Sheriff's Office Jacksonville Re-Entry Center and any entity under contract with the City to provide job training and/or job placement services to Ex-Offenders.
- (2) *Contractor* for purposes of this Section only shall mean a person or entity awarded a City contract in the amount of \$200,000 or greater.
- (3) *Ex-Offender* means a person who has pled guilty, no contest or nolo contendere to a felony offense; or has been found guilty of a felony offense by a judge or jury; regardless of adjudication of guilt.
- (4) *Ex-Offender Program Provider* shall mean the Jacksonville Sheriff's Office Jacksonville Re-Entry Center, any entity under contract with the City to provide job training and/or job placement services to Ex-Offenders, or any other entity that specializes in job training and/or job placement services for Ex-Offenders.

3. CONSIDERATION FOR AWARD

No contract for construction, remediation or capital improvement in an amount of \$200,000 or greater shall be awarded unless the responding bidder agrees in writing, by submission of its bid, including FORM 4A, to fully comply with Section 4 requirements as outlined herein. **Failure to submit the referenced FORM 4A at the time of bid submission may be grounds for determining a bid submission as non-responsive bid(s). The City reserves the right to reject any/all bids. A contractor complies with this section by indicating its intent on FORM 4A to provide full and fair consideration for ex-offenders who seek employment. A contractor is not required to actually employ an ex-offender at the time it bids for or is awarded a contract, subject to this policy.**

4. COMPLIANCE WITH THIS SECTION

Each awarded contractor will be required to report on its compliance with this section via a notarized Compliance Report to be submitted by the Contractor at the time of submission of progress payments. And shall include the following information:

- (i) The number of Ex-Offenders hired and currently working, or an explanation as to why no Ex-

Offenders have been hired;

- (ii) The number of Ex-Offenders interviewed for employment under the project;
- (iii) An explanation as to why any Ex-Offender who applied for employment was refused employment;
- (iv) Whether the Contractor maintains an employment policy that Ex-Offenders will be given full and fair consideration in employment;
- (v) Whether the Contractor indicates on recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the Contractor;
- (vi) Whether a job opening under the project was available during the reporting period; and
- (vii) Statement from the Contractor that the Contractor has contacted an Ex-Offender Program Provider no later than 30 days after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment.

Additionally, each awarded Contractor must agree to do the following during the contracted period:

- (1) Identify potential job opportunities under the project that may be available for Ex-Offenders after contract award;
- (2) Consider for job placement after contract award at least one otherwise qualified Ex-Offender, to the extent a job opportunity is available under the project and an otherwise qualified Ex-Offender has applied for such job;
- (3) Assist the City in addressing the goal of securing employment for Ex-Offenders by complying with the City's Procurement Rules Regarding Ex-Offenders, as may be amended.

Nothing in this Section 4.4 creates any cause of action by an individual or ex-offender against the City or the contractor for failure to hire. Nothing in this Section 4.4 requires a contractor to retain an ex-offender in employment for any definite length of time. However, a contractor should give consideration to ex-offenders pursuant to this section for replacement of personnel and or additional personnel.

5. NON-COMPLIANCE

If an awarded contractor fails to comply with the requirement of this section, the City may withhold payment due under the contract until the awarded contractor complies with Section 4.4. Upon determination by the City that an awarded contractor is not in compliance with this section, the awarded contractor will receive written notice of such non-compliance, and the awarded contractor will be required to reply to the Notice of Non-Compliance within ten (10) days. The written response must include the required documentation to show full compliance as specified in Section 4.4 herein. **Failure to comply with the section and/or failure to respond to the Notice of Non-Compliance may result in, but not be limited to, withholding of payment(s), breach of contract, cancellation of contract, filing against performance bond(s) and disciplinary action, including contractor debarment, in accordance with Chapter 126, specifically Section 126.201(1). In the event a dispute arises as to whether the contractor has complied with Section 4.4, the Contract Administration Section of the Public Works Department shall engage the Office of the Ombudsman of the Finance and Administration Department to rule whether the contractor has complied. Such determination shall be made within (30) days from receipt by the Office of the Ombudsman. During the period of any contest or dispute, the contractor shall otherwise continue to perform under the contract.**

FORM A — Acknowledgement/Commitment Form
Full and Fair Consideration of Ex-Offenders For
Awarded Contractor Direct Hiring

The bidder agrees to cooperate with the City of Jacksonville in addressing the goal of increasing public safety, reducing recidivism and securing employment for ex-offenders by affixing its signature below and by submission of a bid response. The bidder need not actually employ an ex-offender at the time of submitting its bid, but agrees to comply with Section 4 if awarded the contract. **Failure to submit signed FORM 4A at the time of bid submission may be grounds for determining a bid submission as "non-responsive," resulting in rejection of non-responsive bid(s). The City reserves the right to reject any/all bids.**

Bidder, by signing below, agrees to fully comply with Section 4 of the Bid Specification and do the following during the contract award term:

- (1) Identify potential job opportunities under the project that may be available for Ex-Offenders after contract award;
- (2) Consider for job placement after contract award at least one otherwise qualified Ex-Offender, to the extent a job opportunity is available under the project and an otherwise qualified Ex-Offender has applied for such job;
- (3) Execute a notarized compliance tally report ("Compliance Report") at the time of submission of progress payment(s) on such Contractor's employment practices and experience during the project with respect to the hiring of Ex-Offenders that includes the following information: (i) the number of Ex-Offenders hired and currently working, or an explanation as to why no Ex-Offenders have been hired; (ii) the number of Ex-Offenders interviewed for employment under the project; (iii) an explanation as to why any Ex-Offender who applied for employment was refused employment; (iv) whether the Contractor maintains an employment policy that Ex-Offenders will be given full and fair consideration in employment; (v) whether the Contractor indicates on recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the Contractor; (vi) whether a job opening under the project was available during the reporting period; and (vii) a statement from the Contractor that the Contractor has contacted an Ex-Offender Program Provider no later than 30 days after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment; and
- (4) Assist the City in addressing the goal of securing employment for Ex-Offenders by complying with the City's Procurement Rules Regarding Ex-Offenders, as may be amended.

After the award of contracts, failure of the awarded contractor to comply with this policy on providing full and fair consideration to ex-offenders for employment may result in the City exercising its remedies under Section 4.5.

Name of Bidder

Project Name and Bid Number

Authorized Signature and Title

Printed Name

Date

Full and Fair Consideration of Ex-Offenders for Awarded Contractor
Submitted with Progress Payments
This form must be notarized

Title: Printed Name:

By Submission of this report, it is attested that the efforts below have been utilized in providing full and fair consideration to ex-offenders in the hiring practices of the above-named contractor in support of and in compliance with Section 4 of the project specifications/contract.

[illegible]

Compliance Report
Full and Fair Consideration of Ex-Offenders for Awarded Contractor
Submitted with Progress Payments
This form must be notarized

If necessary, on a separate attachment, provide an explanation as to why no ex-offenders have been hired, including but not limited to, identifying any safety or security considerations, issues related to bonding or insurance, as applicable, whether any ex-offenders applied for employment, efforts made to recruit ex-offenders for employment and any specific impediments encountered that prevented ex-offenders from being hired.

Sworn to before me this _____ day of _____, 20__ by

(Name of affiant)

He/She is personally known to me or has produced _____ as
identification.

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here:

Attachment 4.9
CIP Construction Insurance Requirements

Construction Projects
INSURANCE REQUIREMENTS

Indemnification

Applicant and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend Developer and their respective members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

- a. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the Agreement, operations, services or work performed hereunder; and
- b. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and
- c. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this Agreement (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Without limiting its liability under this Contract, Provider shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Provider shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Worker's Compensation	Florida Statutory Coverage	
Employer's Liability	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Policy Limit
	\$ 1,000,000	Each Employee/Disease

This insurance shall cover the Provider (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability	\$1,000,000	Combined Single Limit
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(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability	\$1,000,000	per Claim and Aggregate
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(Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Accident Dismemberment and Death	Medical, \$15,000	Per Participant
Crime – Employee Fidelity	\$1,000,000	Per Loss

(Including theft of client property without computer data exclusion)

Builders Risk/Installation Floater

100% of Completed Value of the Project

Such insurance shall be on a form acceptable to the CITY's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: CONTRACTOR, the CITY, and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability

\$1,000,000 per Loss

\$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability

\$1,000,000 per Loss

\$2,000,000 Aggregate

Any entity hired to perform services as a part of this contract that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract.

Watercraft Liability

\$1,000,000 Per Occurrence

(to the extent that watercraft is utilized in the services of this contract)

Umbrella Liability

\$5,000,000 Each Occurrence/Agg.

The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow-form the underlying coverages and provides on an Occurrence basis all coverages listed above and shall be included in the Umbrella policy.

Cyber Liability & Data Storage \$1,000,000

per Claim and Aggregate

Such insurance shall be on a form acceptable to the City of Jacksonville and shall cover, at a minimum, the following:

- a. Cyber Extortion
- b. Data Loss and System Damage Liability (when applicable)
- c. Security Liability
- d. Privacy Liability
- e. Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

Railroad Protective Liability

In the event that any part of the work to be performed hereunder shall require the Contractor or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the Contractor shall, before commencing any such work, and at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.

The original of such policy shall be delivered to the railroad involved, with copies to the Grantor, and their respective members, officials, officers, employee and agents.

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. Provider's Insurance Primary. The insurance provided by the Provider shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Provider. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Provider or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Provider shall relieve Provider of Provider's full responsibility to provide insurance as required under this Contract.
- G. Certificates of Insurance. Provider shall provide the City Certificates of Insurance at contract execution, that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. Notice. The Provider shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Tenant, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Provider under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Provider shall present this Contract and the Insurance Requirements and Indemnification to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Provider.

Attachment 4.10
City of Jacksonville Standard Specifications and Standard Details
(via URL)

[https://www.jacksonville.gov/departments/planning-and-development/development-services-division/review-group-\(fka-dmg\)/land-development-procedures-manual](https://www.jacksonville.gov/departments/planning-and-development/development-services-division/review-group-(fka-dmg)/land-development-procedures-manual)

Attachment 4.11
JEA Electrical Standards, Details and Materials, JEA Water and Sewer Standards, Details and Materials
(via URL)

[Electric Reference Materials | Electric Development | Engineering and Construction | JEA](#)

[Reference Materials | Water and Wastewater Development | Engineering and Construction | JEA](#)

Attachment 4.12
Current Florida Department of Transportation Standard Specification for Road and Bridge
Construction and current Standard Plans for Road Construction
(via URL)

[Standard Specification Library](#)

**Attachment 4.13
Construction Forms**

CITY OF JACKSONVILLE, FLORIDA
APPLICATION FOR PAYMENT NO. _____ Invoice # _____

PROJECT _____ BID NO. _____ CONTRACT NO. _____

For Work accomplished through the date of _____

A. Contract and Change Orders

1. Contract Amount..... \$ _____
2. Executed Change Orders..... + \$ _____
3. Total Contract (1) + (2)..... \$ _____

B. Work Accomplished

4. Work performed on Contract Amount (1) \$ _____
5. Work performed on Change Orders (2) + \$ _____
6. Materials stored..... + \$ _____
7. Direct Purchase Materials - \$ _____
8. Sales Tax for Direct Purchase Materials..... - \$ _____
9. Total Completed & Stored (4) + (5) + (6) - (7) - (8) \$ _____
10. Retainage * 5% of Item (9), not to exceed 5% of Item (3) - \$ _____
11. Less Previous Payments Made (or) Invoiced - \$ _____
12. Payment Amount Due this Application (9) - (10) - (11)..... \$ _____

(*)-Retainage subject to conditions as set forth in General Conditions.

CONTRACTOR'S CERTIFICATION

The undersigned CONTRACTOR certifies that: (1) all items and amounts shown above are correct; (2) all Work performed and materials supplied fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from the CITY on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to CITY at time of payment free and clear of all liens, claims, security interests and encumbrances; and (5) if applicable, the CONTRACTOR has complied with all provisions of Part 6 of the Purchasing Code including the payment of a pro-rata share to Minority Business Enterprises of all payments previously received by the CONTRACTOR.

Dated _____

CONTRACTOR

By: _____

Notary Public

DATE

APPROVALS

Public Works or CEI Const. Inspector

CEI Project Manager

Public Works Project Manager

Public Works Construction Manager

**CITY OF JACKSONVILLE, FL
CONTRACTOR'S AFFIDAVIT
FOR FINAL PAYMENT**

STATE OF FLORIDA)

) **SS**

COUNTY OF DUVAL)

That under date of the _____ day of __, 20__, the undersigned CONTRACTOR does hereby certify that the certain contract agreement entered into with the City of Jacksonville as Owner, covering:

has been entirely performed, that the improvements contracted by said contract to be made have been fully completed, and final payment thereunder has become due to the undersigned by said owner; and this statement is given, under oath, in compliance with the Uniform Mechanics Lien Law of Florida to enable the undersigned to obtain final payment from the City of Jacksonville; that all lienors contracting directly with, or directly employed by the undersigned, or in connection with said improvements and under and in connection with said contract, have been paid in full, except the following in the following amounts and for the following services:

Further, the undersigned CONTRACTOR certifies that, if applicable, it has fully complied with Part 6 of the Purchasing Code (Equal Business Opportunity) and the requirements of this contract as to participation by SDBEs and SBEs and states that the following amounts have been, or upon receipt of final payment will be, paid within seven (7) business days after Contractor's receipt of payment from CITY to SDBEs and SBEs for goods or services furnished on this project as follows:

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	SBE/SDBE TYPE	TYPE OF WORK	TOTAL PAYMENT AMOUNT	PERCENT OF TOTAL CONTRACT AMOUNT
Submit additional sheets as needed.				TOTAL		

Sworn to and subscribed before
me this ____ day of ____
A.D. 20____

Notary Public, State of Florida
At Large, My Commission expires:

CONTRACTOR
By: _____

Title

Address

CERTIFICATE OF SUBSTANTIAL COMPLETION

CITY OF JACKSONVILLE PROJECT NO.:

PROJECT NAME:

CONTRACTOR:

ORIGINAL CONTRACT AMOUNT:

CONTRACT DATE:

This Certificate of Substantial Completion applies to all work under the Contract Documents or to the following parts thereof, ALL WORK

To CITY OF JACKSONVILLE and to CONTRACTOR,

The work to which this Certificate applies has been inspected by authorized representatives of the CITY of JACKSONVILLE, CONTRACTOR and ENGINEER, and that the work is hereby declared to be substantially complete in accordance with the Contract Documents on

(Date of Substantial Completion) _____

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the CONTRACTOR to complete all the work in accordance with the Contract Documents.

The items in the tentative list shall be completed within 30 days of the above date of Substantial Completion. The responsibilities between CITY and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows,

RESPONSIBILITIES CITY: As outlined in Contract Documents _____

RESPONSIBILITIES CONTRACTOR 1 Year warranty obligations, as outlined in the Contract Documents

The following documents are attached to and made a part of this certificate: Copy of FINAL INSPECTION PUNCH LIST.

This Certificate does not constitute an acceptance of work not in accordance with Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the work in accordance with Contract Documents.

Executed & accepted by:

1) CITY PROJECT MANAGER on _____, 2XXX____

BY: _____
Print Signature

2) CONTRACTOR on _____, 2XXX____

BY: _____
Print Signature

3) DEPT. OF PUBLIC WORKS- CONSTRUCTION MANAGEMENT on _____, 2XXX____

BY: _____
Print Signature

SAMPLE COPY
(To be on Bonding Company Letterhead Stationary)

(Date)

Construction Management
Engineering Division
10th Floor – Edward Ball Building
214 N. Hogan Street
Jacksonville, Florida 32202

RE: Contract No. _____
Construction of _____
_____ Jacksonville, Florida.
_____ CONTRACTOR/Construction Company
_____ Surety
Performance Bond No.: _____
Payment Bond No.: _____

Gentlemen:

The _____ Surety Company of _____ (*City and State*)
is the surety for _____ (*CONTRACTOR/Construction Co.*) of _____
_____ in favor of the City of Jacksonville, Florida for the work performed
under the referenced contract.

Please accept this letter as consent of surety to release any and all funds being held by the City of Jacksonville, Florida in
connection with this contract, that may be due _____ (*CONTRACTOR/Construction Co.*) _____.

We also acknowledge that under the terms and conditions of the Bonds there is a one (1) year warranty and guarantee of
the project against defective materials and/or workmanship after substantial completion during which Contract Bonds
must remain in effect, and such warranty and bonds are automatically extended for an additional one-year period from the
date of correction of any item of defective work.

Very truly yours,

(Surety Company)

(Attorney-in-Fact)

cc: (CONTRACTOR/Construction Company)
(Surety Company)

City Of Jacksonville
CONTRACTOR'S DAILY REPORT

Contractor		Date:	
Super:		Weather:	
Jobsite:		Temp am:	Temp pm:

Job Safety: _____

Deficiencies/Delays

Comments:

Work in Progress:

Inspector Comments:

Contractor

Inspector

City Of Jacksonville
Contractor's Request for Information (RFI)

Project:		Date:	
Contractor		RFI # or NOI #	
Contract/PO #		Spec Ref.:	
		DWG Ref:	

RFI or NOI Description:

Submitted By: _____
Request Reply By: _____

Reply:

Reply By: _____
Reply Date: _____

This reply does not necessarily constitute an increase in contract value or time. Any Change in contract value or time will require supplemental information submitted by the contractor for review and approval.

AS BUILT

INFORMATION PROVIDED BY:

DATE: _____
NAME: _____
ADDRESS: _____
PHONE #: _____

IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I
HEREBY CERTIFY THAT THE:

_____ PAVEMENT	_____ WATER MAIN
_____ CURB & GUTTER	_____ SANITARY GRAVITY SYSTEM
_____ STORM & DRAINAGE SYSTEM	_____ FORCE MAIN
_____ UNDERDRAIN CONNECTIONS	_____ LIFT STATION

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT"
DRAWINGS, AND THAT THERE ARE NOT ANY ENCROACHMENTS WITHIN THE
EASEMENTS OR RIGHT-OF-WAY.

SIGNATURE

NAME

FLORIDA PROF. ENG. NO. _____

AS BUILT

INFORMATION PROVIDED BY:

DATE: _____
NAME: _____
ADDRESS: _____
PHONE #: _____

I HEREBY CERTIFY THAT:

_____ PAVEMENT	_____ WATER MAIN
_____ CURB & GUTTER	_____ SANITARY GRAVITY SYSTEM
_____ STORM & DRAINAGE SYSTEM	_____ FORCE MAIN
_____ UNDERDRAIN CONNECTIONS	_____ LIFT STATION

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS, AND MEET THE MINIMAL TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND THAT THERE ARE NOT ANY ENCROACHMENTS WITHIN THE EASEMENTS OR RIGHT-OF-WAY.

SIGNATURE

NAME

FLORIDA REG. LAND SURVEYOR'S NO. _____

AS BUILT

INFORMATION PROVIDED BY:

DATE: _____
NAME: _____
ADDRESS: _____
PHONE #: _____

I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF:

_____ PAVEMENT	_____ WATER MAIN
_____ CURB & GUTTER	_____ SANITARY GRAVITY SYSTEM
_____ STORM & DRAINAGE SYSTEM	_____ FORCE MAIN
_____ UNDERDRAIN CONNECTIONS	_____ LIFT STATION

ARE IN ACCORDANCE WITH THE APPROVED PLANS AND CITY SPECIFICATIONS,
UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

AUTHORIZED SIGNATURE: _____

Attachment 4.14
Improvements-in-Progress Notification

IMPROVEMENTS IN PROGRESS

NAME OF PROJECT:

CONTRACTOR:

ANTICIPATED START DATE: Month/Year

ANTICIPATED COMPLETION DATE: Season/Year

Dear Property Owner/Resident:

In our continuing effort to improve the quality of life in Jacksonville, the Department of Public Works is pleased to advise you that construction will soon begin on the above referenced project. You are receiving this flyer because work will occur in the general vicinity of your address, but not necessarily adjacent to it.

The contract scope of work consists of furnishing all labor, materials, and equipment; and performing all operations necessary for the construction of: (name of project, brief scope of work). As with any construction project, there may be some unavoidable inconveniences within the project area. In our effort to keep these inconveniences to a minimum, we will be happy to discuss any specific concerns you may have throughout this project. Should you wish to discuss any of the work, please contact one of the following:

Phone:

Contractor's Representative:

City Consultant (CEI) Inspection

Representatives:

City Representative:

Your understanding and cooperation throughout this project will be most appreciated and we believe you will be very pleased with the final product. We believe the work will be a significant improvement to your neighborhood. For inquiries not project related, please call 630-CITY or visit myjax.custhelp.com.

Attachment 4.15

Price Sheet

Price Sheet

1. PROPOSAL

- a. A Bidder must provide a price on each item listed.
- b. Unless stated otherwise by the Developer, all bid prices should include the furnishing and installing materials.
- c. Bidder must insert extended prices obtained by multiplying the proposed quantities times the unit prices. In case of errors, unit prices will govern. The corrected extended prices and corrected Total Base Bid will be used to determine the lowest qualified Bid.
- d. The Total Base Bid plus selected Alternate(s), if any, will be used to determine the lowest bidder. If selected, Alternate(s) will be awarded in the order listed (i.e. – 1,2,3...).
- e. Bidder agrees to keep its bid in effect for 120 calendar days after the Bid Opening date to allow the DEVELOPER time to award the bid, should it be awarded, and time to prepare and execute the contract (or issue the purchase order). This time period begins at the time bids are opened and ends upon the issuance of Notice to Proceed (NTP) by the DEVELOPER. The bid prices shall remain in effect throughout the life of the Contract. Failure of the DEVELOPER to issue NTP within the specified time period shall allow Bidder to withdraw its Bid and terminate its contract without penalty or forfeiture of Bid Bond. Failure of the DEVELOPER to issue NTP within the specified time period shall not entitle Bidder to an adjustment of its Bid prices, unless mutually agreeable by the DEVELOPER.
- f. Bids in which the prices are obviously unbalanced are subject to rejection. The DEVELOPER shall not be liable to the CONTRACTOR for failure to reject or notify the Bidder of any unbalanced bid.

2. CONDITIONS IN BIDDER'S PROPOSAL

- a. The Bidder shall not stipulate in its Bid Proposal, or append thereto, any conditions contrary to those contained in the Contract Documents.

3. TAXES

- a. Bidders shall include in their bid prices any sales taxes or use taxes which they are required by law to pay. Bidders are reminded, it is the CONTRACTOR'S responsibility to pay all Florida Sales Taxes that are required to be paid to the State under the subject contract. These taxes, by State law, are not to be set forth as a separate line item. Therefore, the CONTRACTOR shall devise his own method to insure recovery. Additional allowances will not be made for failure to include these required taxes in the proposal.

4. QUANTITIES

- a. It is understood that the quantities set forth in the Proposal Form are calculated estimates, and that payment will be made only upon the actual quantities of work complete in place, measured as defined in the Contract Documents. It is the Bidder's responsibility to verify the scope and quantity of work included in lump sum bid items. No Adjustment in a lump sum bid price will be allowed for errors in quantity tabulations unless there is a change in the defined scope of work after receipt of the bids.
- b. It is anticipated that the quantities set forth in the Bid Proposal Form are reasonable and will not be exceeded. During the bid process, any Bidder finding a discrepancy larger than 10% of the estimated quantity shall bring the discrepancy to the attention of the ENGINEER. The quantity estimated will be checked and if found in error, an addendum will be published and distributed to all Bidders. Notwithstanding the foregoing, however, if during construction any quantity is exceeded, the overrun must be approved by the ENGINEER prior to proceeding with work to incorporate the item in the construction. No change order for this additional work will be required other than a final change order for the amount installed, except when any one pay item is increased by more than 20% of the quantity listed or when the total amount of all overruns or underruns exceeds \$50,000. If any one of said quantities is adjusted greater than twenty percent (20%), then the unit price is subject to negotiation.
- c. It is expressly understood and agreed that the foregoing Total Bid(s) is/are the basis for establishing the amount of the Bid Security and is not to be construed to be a Lump Sum Proposal.

5. SUBSTITUTION OF "OR EQUAL" ITEMS

- a. The materials, devices, systems, appliances, or equipment designated in the Contract Documents by a manufacturer's, vendor's, proprietary or trade name; establish a standard of required function, dimensions, appearance and quality to be met. Wherever the designation of such items is not followed by "or equal", it shall be deemed that the words "or equal" do follow such designation. A Bidder may propose the substitution of items equaling or bettering the standards of those specified, upon submission to the ENGINEER, not less than 10 days (7 if informal) prior to the date for receipt of Bids, of complete information on the proposed substitute including its name, manufacturer, drawings, cut-sheets, performance, test data, and any other information required by the ENGINEER for evaluation of the proposed substitute.
- b. Approval, if granted, by the ENGINEER of a proposed substitute shall be in the form of an Addendum issued to all prospective bidders. Whenever a bidder proposes to furnish an approved substitute, it shall be responsible for and include in its base bid the cost of making all adjustments to accommodate the substitute including, but not limited to, structural elements, auxiliary equipment, piling, electrical, mechanical and control systems; which are required to provide a complete satisfactory operating installation of the substitute item. Approval of the substitute item shall be in the sole discretion of the ENGINEER upon its finding that it conforms to all structural, architectural, mechanical, electrical and other design criteria as well as required operating performance characteristics. Failure of the ENGINEER to complete the review and evaluation of a proposed substitute in time to issue an addendum prior to the receipt of Bids shall not authorize any Bidder to include such substitute in a Bid nor shall it be the basis of a protest by a Bidder.
- c. No substitute or "or equal" item which has not been previously approved as required by this Section, shall be included in the proposal. If, regardless of the above prohibition, a non-approved substitute item is shown on the proposal, it shall be disregarded in consideration of award, and if an award is made to such Bidder, the Bidder shall furnish the item as specified with no change in Bid price notwithstanding the substitute shown on the proposal.
- d. Following the award of a contract, substitution of any item from that specified or approved prior to receipt of bid, shall be requested in accordance with the applicable sections of the General Conditions (Construction).

**Attachment 4.16
Sample Contract**

CONTRACT
BETWEEN
FENNELL IP, LLC
AND

FOR
ORTEGA HILLS CONNECTOR ROAD

THIS CONTRACT, executed this ____ day of _____, 2026 (the “Effective Date”), between Fennell IP, LLC, a Florida limited liability company (“Developer”) and _____, a Florida _____ (“Contractor”), with an office at _____.

WHEREAS, the Developer issued an Invitation to Bid (“ITB”) for certain work as described in the ITB on December __, 2025 (the “Work”); and

WHEREAS, based on Contractor’s response to the ITB dated January __, 2026, consisting of __ pages (the “Response”), Developer has deemed Contractor the lowest responsive and responsible bidder for furnishing the Work;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained below, the parties agree as follows:

1. That Contractor is the lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, equipment and performing all operations necessary for construction of the Work, all in accordance with plans and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made on _____.

2. The Contractor will, at its own cost and expense, do the Work and furnish the materials required to be furnished on said Work in accordance with plans and specifications prepared by Dominion Engineering and signed and sealed as of _____, and strictly in accordance with the ITB, and award therefore (hereinafter collectively called the “Contract Documents”), all of which are, by this reference, hereby specifically made a part hereof to the same extent as if fully set out herein for an amount not to exceed \$ _____, at and for the prices and on the terms contained in the Contract Documents.

3. On Contractor’s faithful performance of this Contract, the Developer will pay the Contractor in accordance with the terms and conditions stated in the Contract Documents.

4. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, Florida, as required by Section 255.05, Florida Statutes.

5. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Developer has the absolute right to terminate this Contract without cause, for convenience, by giving the Contractor thirty (30) days prior written notice of the date of termination. Such notice shall be delivered in accordance with Paragraph 7 below.

6. Contractor acknowledges that the work to be performed under this Bid is subject to that certain Ortega Hills Connector Road Cost Disbursement Agreement between Developer and the City of Jacksonville dated August 8, 2025 (“CDA”). The CDA includes mandatory commencement and completion dates, and Bidder agrees that all schedule requirements applicable to Developer under the CDA are hereby incorporated into this Bid and fully flow down to Bidder. If Bidder fails to commence prior to August 8, 2026 after receipt of a timely and properly issued Notice to Proceed by

Developer, then Bidder shall pay to Developer, as liquidated damages and not as a penalty, the sum of \$250 per calendar day for each calendar day of delay. If the Contractor fails to complete construction within two (2) years after the date construction is commenced, then the Contractor shall pay to Developer, as liquidated damages and not as a penalty, the sum of \$500 per calendar day for each calendar day of delay, subject to any force majeure adjustments. The parties acknowledge that time is of the essence, that Developer will incur damages as a result of such delay, and that the actual amount of such damages would be difficult or impracticable to ascertain with certainty. The liquidated damages amount represents a reasonable pre-estimate of the Developer's anticipated damages and shall be recoverable without proof of actual damages. Liquidated damages shall accrue until construction is complete and shall not preclude the Developer from exercising any other rights or remedies available under the Bid documents, except to the extent liquidated damages are expressly designated as the Developer's exclusive monetary remedy for delay.

7. The term of this Contract shall commence on the Effective Date and shall expire on _____, 2027 unless sooner terminated by either party in accordance with the terms of the Contract Documents. This Contract may be renewed for up to ____ additional one (1) year periods by the Developer, in its sole discretion, upon written notice to Contractor at least sixty (60) days prior to the end of the then-current term, or upon the mutual agreement of the parties.

8. All notices under this Contract shall be in writing and delivered by delivery with receipt to the following:

As to the Developer:
Fennell IP, LLC
Attn: Greg Birdsong
984 Shipwatch Drive East
Jacksonville, FL 32225

As to the Contractor:

Attn: _____

9. Each party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, Developer's Contract Manager is Greg Birdsong at 3400 Kori Road, Jacksonville, FL 32257, and the Contractor's Contract Manager is _____ at _____. Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided by email.

10. This Contract and all amendments thereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

The remainder of this page intentionally left blank.

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

DEVELOPER:

Fennell IP, LLC, a Florida limited liability company

By: _____
Irving G. Snyder, Jr., its Manager

CONTRACTOR:

_____, a Florida _____

By: _____
_____, its _____

Attachment 4.17
Subcontractors and Shop Fabricators

Subcontractors and Shop Fabricators

1. For all bids, the Bidder expressly agrees that:

- a. In accordance with bid requirements, bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors, who currently possess the qualifications required pursuant to Chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work (compliance with this section requires that Bidders furnish, at a minimum, the names and addresses of their site utilities, mechanical, electrical, plumbing and roofing subcontractors – attach additional sheets if necessary).

SCHEDULE OF LICENSED SUBCONTRACTORS

SCOPE OF WORK	NAME OF SUBCONTRACTOR	ADDRESS

- * To the extent applicable, bidders are required to indicate, as part of completing the above schedule, all scopes of work that they intend to self-perform and to provide their license numbers to evidence that they currently hold the required certifications, qualifications, or licensing necessary to self-perform the same (see § 489.131, Florida Statutes).

- b. In accordance with bid requirements, bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors and/or shop fabricators, that are NOT required to be certified, qualified, or licensed in accordance with chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work which shall: (i) list ALL subcontractors and shop fabricators for each of their respective scope(s) of work; and (ii) certify that each listed subcontractor and shop fabricator is financially responsible, properly licensed and insured, experienced and qualified to perform their respective scope(s) of work necessary to construct the project in question in a good and workmanlike manner. (Attach additional sheets if necessary)

SCHEDULE OF All SUBCONTRACTORS & SHOP FABRICATORS

SCOPE OF WORK	NAME OF SUBCONTRACTOR AND/OR SHOP FABRICATOR	ADDRESS

2. In accordance with bid requirements, bidder hereby furnishes the following schedule of Major Items of Equipment to be furnished and installed. (Attach additional sheets if necessary)

SCHEDULE OF MAJOR ITEMS OF EQUIPMENT

ITEM	DESCRIPTION	MANUFACTURER

3. APPENDIX E – TRENCH SAFETY ACT

- a. If this project involves trench excavations which will exceed a depth of five (5) feet, pursuant to Chapter 90-96, Laws of Florida, which adopted The Occupational Safety and Health Administration's Excavation Safety Standards, 29 C.F.R. s. 1926.650, Subpart P, the requirements of the Florida Trench Safety Act will be in effect and the Bidder hereby certifies that such Act will be complied with during the construction of this project.
- b. Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					
				TOTAL	

4. CONFINED SPACE ENTRY

- a. If this project involves man entry into confined spaces as defined in the Occupational Safety and Health Administration's Safety Standards, 29 C.F.R. 1910.146, 1926.21 and all other applicable parts, the requirements of the Safety Standard will be in effect and the Bidder hereby certifies that such Standard will be complied with during the construction of this project.
- b. The Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Occupational Safety and Health Administration's Safety Standards for Confined Space Entry. The Bidder further identifies the costs to be summarized below:

	Entry Measure (Description)	Units of Measure (Each)	Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					

E.					
				TOTAL	

Failure to complete the above may result in the bid being declared non-responsive.

5. DISQUALIFIED / PROBATIONARY / CONVICTED / SUSPENDED VENDORS

- a. All subcontractors and/or shop fabricators listed under the above sections shall not be on the City's Disqualified/Probationary Vendor's List or the State of Florida's Convicted and/or Suspended Vendors list. In this event, the subcontractor and/or shop fabricator will not be eligible to provide the services or materials for this project. The Contractor will absorb any additional cost incurred for having to select a different subcontractor and/or shop fabricator.

6. USE AND REPLACEMENT OF MAJOR SUBCONTRACTORS AND SHOP FABRICATORS

- a. The successful bidder shall employ the Subcontractors and shop fabricators specified in its bid for the class of work designated. Modification in any way whatsoever, without the written consent of the City of Jacksonville, will not be permitted.
- b. Consent by the City will be given only in those instances where the bidder presents written evidence that use of the listed Subcontractor or shop fabricator will not be in the best interests of the City.

Attachment 4.18
Payment Bond

CITY OF JACKSONVILLE, FLORIDA
PAYMENT BOND REQUIRED BY
SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, THAT, _____, hereinafter called "Principal", and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to conduct and carry on a general surety business in the State of Florida, hereinafter called "Surety, are each held and firmly bound unto the City of Jacksonville, a municipal corporation, of Jacksonville, Duval County, Florida, hereinafter called "City" or "Owner", in the penal sum of _____ in lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal made and entered into City Contract Number _____ (to be inserted by the City) (the "Contract"), dated as the _____ day of _____, 20__ for _____, under Bid numbered _____, of Specifications entitled _____ for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by _____, bid numbered _____, bid date _____ and any advertisement for bids for said work and the drawings, plans and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly, by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extension or modifications of such Contract; and

(2) Defends, indemnifies and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract: and

(3) Pays the City all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides, to each of them, both of the proper notices, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED further, an action except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED further, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after the Principals’ receipt of final payment (or the payment estimate containing the owner’s final reconciliation of quantities, if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED further, that the said, Surety, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the work to performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this Bond, and it does hereby waive notice of any such change extension of time, alteration or addition to the terms of the Contract or to the work or to the specification.

[Remainder of page left blank Intentionally. Signature page follows immediately]

SIGNED AND SEALED this_____ day of _____, 20____.

ATTEST:INSERT NAME OF CONTRACTOR

Signature	Signature
Type/Print Name	Type/Print Name
Title	Title
Signed, Sealed and Delivered in The Presence of:	AS PRINCIPAL
	By:

AS SURETY

Name of Agent:_____

Address: _____

Form Approved:_____

Office of General Counsel

Note. Date of Bond must Not Be Prior to Date of Contract

Attachment 4.19
Performance Bond

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER _____
(Contract Number to be inserted by the City of Jacksonville)
**PERFORMANCE BOND
REQUIRED
BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Surety:

Name:

Principal Business Address:

Telephone: ()

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Description of project including address and description of improvements:

_____.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, That _____, as Principal, (hereinafter called "Contractor"), and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Oblige (hereinafter called "City"), in the sum of _____, lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number _____ (*to be inserted by the City*) (the "Contract"), dated as of the ____ day of _____, 20__ for _____, under Bid numbered _____, of Specifications entitled _____ for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by _____, bid numbered _____, bid date _____ and any advertisement for bids for said work and the drawings, plans and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall:

(1) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and (2) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and (3) pay the City all losses,

delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; then this Bond shall be void; otherwise it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

- (1) Within a reasonable time, but in no event later than thirty (30) days, from the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or
- (2) (A) Within a reasonable time, but in no event longer than sixty (60) days of the City's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the City may elect, to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged

under this paragraph). The term “balance of the Contract price”, as used in this Bond, shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor.

(C) Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney’s fees , including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

- (3) Within a reasonable time, but in no event later than thirty (30) days from City’s notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor’s default under the Contract, and pay the City for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney’s fees, including appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save the City harmless from any and all claims and damages, arising from the Contractor’s default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall

be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

[Remainder of page intentionally left blank. Signature page follows immediately.]

SIGNED AND SEALED this ____ day of _____, 20 ____.

ATTEST:

INSERT NAME OF CONTRACTOR

Signature

Signature

Type/Print Name

Type/Print Name

Title

Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By _____
Its _____

AS SURETY

Name of Agent: _____

Address: _____

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

Office of General Counsel