



Building Community®

Procurement Department Bid Office
21 W. Church Street
Customer Center – 1st Floor, Room 002
Jacksonville, Florida 32202

March 16, 2017

ADDENDUM NUMBER ONE (1)

TITLE: **POLYCHLORINATED BIPHENYLS (PCB) SOIL CLEANUP AT WESTSIDE SERVICE CENTER (WSC)**

JEA IFB NUMBER REQUEST FOR QUOTE (RFQ) 88893

BID DUE DATE: MARCH 23, 2017

TIME OF RECEIPT: 12:00 NOON

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS in Red below:

1. **Question:** Can a Building Contractor License be substituted for a General Contractor License?
Answer: JEA is requiring the General Contractors license for this project.
2. **Question:** What is the specification for the asphalt replacement?
Answer: The asphalt shall be replaced with 4" of S1-type asphalt. The subbase shall be compacted sufficiently to warranty the asphalt installation.
3. **Question:** Could the Florida licensed general contractor team with an environmental consultant to provide the Remediation Action Plan; develop the Source Removal/Construction Completion Report or that completed a PCB soil removal project valued at \$ 150,000 or greater?
Answer: The FL licensed General Contractor may team (subcontract) with an Environmental consultant to prepare the Remedial Action Plan and Source Removal/Construction Completion reports. However, the minimum qualifications for this project require that the **Bidder** must meet both requirements listed in Section 1.2.1 Minimum Qualifications for Submittal: 1) general contractors licenses, 2) similar project as defined in the solicitation.
4. **Question:** Does the project experience have to be the company's (Bidders) project or can it be a staff member's project completed while employed elsewhere?
Answer: The project experience is required to be that of the Bidder (Company).
5. **Question:** What is the time to complete the project (days/months)?
Answer: The project schedule will be based on a mutually agreed to schedule between JEA and the Bidder.
6. **Question:** Are there any liquidated damages? If so, how much?
Answer: No.
7. **Question:** What preparation/extraction method was used by the JEA Laboratory for the analysis of solid samples reported in the Tetra Tech report?
Answer: Analytical Method: EPA 8082 Preparation Method: EPA 3546
8. **Question:** Can you please expand on your expectations for services related to Item 7, Deed Restriction and Institutional Controls? Are you interested in obtaining attorney's fees related to RMO Closure?
Answer: Per the Technical Specification – Appendix A, the Professional engineer shall "support the deed restriction development and Institutional Control." Exclude attorney fees from bid. JEA has in-house council and the option to use COJ OGC.

9. Modifications to the Solicitation / Technical Specifications:

- a. **Section 2.5.1 Warranty:** The warranty period is modified from 6 months to 1 year. Section 2.5.1 will read as follows: "The Company unconditionally warrants to JEA for a period of not less than **1 year** from the date of JEA Acceptance,...."
- b. **Figure A – Asphalt:** The scope of work for the asphalt removal and replacement is expanded to include grid block **SA-A23** located west of SA-A22.
- c. **Technical Specifications:** The turn-around-time for confirmation samples shall be 24 hours.
- d. **Section 2.6.1 Insurance:** Replace section 2.6.1 to read as follows:

2.6.1. INSURANCE REQUIREMENTS

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

Workers' Compensation

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

Commercial General Liability

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

Automobile Liability

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

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability, including Pollution Liability); Insurance Limits: \$3,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability, Excess and Umbrella Liability, policies shall be effective for two (2) years after Work is complete. Company's Commercial General Liability, Automobile Liability, and Excess or Umbrella Liability insurance policies shall include Pollution Liability coverage for sudden and accidental occurrence, including clean-up expenses. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

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

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

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

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Bidders for this Request for Quote are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

10. **Section 2.6.3 Environmental Indemnification:** Replace section 2.6.3 to read as follows:

ENVIRONMENTAL INDEMNIFICATION

The Company shall hold harmless and indemnify JEA, including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Company's or other Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Company or any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Company or any Party. JEA will be entitled to control any remedial action, any proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

Acknowledge receipt of this addendum on page one of the Bid Form.