Solicitation

For Participation in

Construction for the 69 kV Circuit 679 Underground Reconductor

Jacksonville, FL

Solicitation Number

047-20

Mandatory Pre-Bid Meeting on April 2, 2020

Mandatory Pre-Bid Meeting Time: 9:00 AM

Teleconference: 1-866-907-1051 Passcode: 763550

Bidders may perform independent site walkthroughs, as the work location is accessible in a JEA right of ways.

Bids are due on April 28, 2020, 12:00 PM (NOON)

Direct delivery or mail to JEA Bid Office, Customer Center 1st Floor, Room 002, 21 W. Church Street, Jacksonville, FL 32202

Bidders are required to execute a Non-Disclosure Agreement with JEA prior to receiving the full set of Bid drawings which contain Critical Infrastructure Compliance information. NDAs executed by the company can be submitted to: Rixlw@jea.com. If your company has previously submitted an NDA for T&D construction Bids, you do not have to submit another bid.

JEA will publicly open all bids received from qualified Bidders on April 28, 2020, at 2:00 PM in the JEA Bid Office, Customer Center 1st Floor, Room 002, 21 W. Church Street, Jacksonville, FL 32206

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SOLICITATION

1. SOLICITATION

1.1. INVITATION

1.1.1. SCOPE OF WORK

JEA is soliciting Bids from contractors (hereinafter referred to as "Company") for construction services for 69 kV underground reconductor of Circuit 679.

The work includes, but is not limited, to the installation and construction of a new manhole, ductbank, and cable system to carry a 69kV circuit utilizing JEA's new standard 2000 kcmil copper cables in order to achieve a minimum rating of 140 MVA. Contractor will perform civil and electrical construction services need to install the duct-bank and cable system from the Lane Avenue Substation to the riser pole on Ellis Road. Contractor will also be supplying the manholes, conduit, cable and cable devices to furnish a complete cable system upon completion.

Anticipated Work Start is June 30, 2020

A complete scope of work is provided in Appendix A - Technical Specifications.

1.1.2. QUESTIONS

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

For Procurement Related Questions:
Buyer: Rodney Lovgren
E-mail: lovgrd@jea.com

For Technical Questions:
Contact: Jason Rinehart
E-mail: rineja@jea.com

1.1.3. INVITATION TO BID

You are invited to bid on the Solicitation noted below:

JEA Solicitation Title: Construction for the 69 kV Circuit 679 Underground Reconductor
JEA Solicitation Number: 047-20

To obtain more information about this Solicitation:
Download a copy of the Solicitation, PDF quality drawings (if applicable) and any required forms at jea.com.

Bid Due Date: April 28, 2020
Bid Due Time: 12:00 PM

All Bids must reference the JEA Solicitation title and number noted above. All Bids must be made on the appropriate Bid forms as specified within this Solicitation, and placed in an envelope marked to identify the Solicitation and delivered or mailed to:

JEA Procurement, Bid Office, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202

The Bidder shall be solely responsible for delivery of its Bid to the JEA Bid Office. **Please note, JEA employs a third party courier service to deliver its mail from the local U.S. Postal Service (USPS) which could cause a delay of Bid delivery if mailed through the USPS.** Therefore, JEA recommends direct delivery to the JEA Bid Office. Reliance upon the USPS, the courier service employed by JEA to make pick-ups from the local USPS, or public carriers is at the Bidder's risk.

1.1.4. MANDATORY PRE-BID MEETING

There will be a mandatory Pre-Bid meeting by Teleconference Only. All interested Bidders must attend the Pre-Bid meeting. Company Roll call will be required to sign in at the beginning of the meeting. A Bidder shall only sign in representing one (1) company, unless otherwise specified by JEA. Bidders not attending the Pre-Bid meeting shall have their bids opened, however, the Bid will be rejected and JEA will send the Bidder a disqualification letter.

Bidders shall be on time to the Pre-Bid meeting and Bidders must be present at the starting time of the meeting. Bidders not arriving on time for the meeting may have their Bids rejected and returned unopened.

Bidders may email: lovgrd@jea.com, with Company Name, Name, Phone Number, Email 48 hours prior to the prebid meeting to facilitate sign in.

Teleconference:1-866-907-1051 **Passcode**: 763550
Pre-Bid Meeting Date: April 2, 2020
Pre-Bid Meeting Time: 9:00 AM
Pre-Bid Location: JEA Customer Center, First Floor, Room 002, 21 West Church Street, Jacksonville, FL 32202.

Companies may independently attend the Work Location. Personal Protective Equipment (Hard hat, steel toe or equivalent boots, and eye protection) is required to attend the site visit.

1.1.5. OPENING OF BIDS

All Bids shall be publicly opened, read aloud and recorded at 2:00 PM on the Due Date at the JEA Bid Office, 21 W. Church Street, Customer Center First Floor, Room 002, Jacksonville, FL 32202.

At the opening of Bids, a JEA Representative will publicly open and announce each Bid that was received on time. Bids that have been properly withdrawn will not be opened. JEA has the right to waive any irregularities or informalities in the Bid Document.

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION

Bidder shall have the following Minimum Qualifications to be considered eligible to submit a Bid in response to this Solicitation. **JEA reserves the right to ask for additional project references to ensure the Bidder meets the Minimum Qualifications stated herein. A Minimum Qualification Form which is required to be submitted with the Bid Form is provided in Appendix B of this Solicitation.**

It is the responsibility of the Bidder to ensure and certify that it meets the Minimum Qualifications stated below. A Bidder not meeting all of the following criteria will have their Bids rejected:

- The Bidder shall have successfully completed, as the Prime Contractor, two (2) similar project within the last five (5) years, date ending the Bid Due Date. A similar project is defined as an installation of a 69kV ductbank

and cable system with a minimum of a $1,000,000 value and at least 50% of the project shall have been self-performed.

- The Bidder or their Subcontractor that will perform the installation will be required to have an Electrical Contractors License issued by the State of Florida.

- Valid and up to date contact information must be provided for each project reference. Outdated or incorrect contact information may result in disqualification of bid.

Please note, any Bidder whose contract with JEA was terminated for default within the last two (2) years shall have their Bid rejected.

1.2.2. EVALUATION METHODOLOGY

1.2.2.1. BASIS OF AWARD – LOWEST TOTAL BID PRICE

JEA intends to Award a Contract(s) to the responsive and responsible Bidder whose Bid meets or exceeds the Minimum Qualifications set forth in this Solicitation, and the Bidder's Total Bid Price represents the lowest cost to JEA.

JEA will use the Bidder's Total Bid Price stated on the Bid Form when making price comparisons for Award purposes.

1.2.2.2. COMPETITIVE SEALED BIDDING (INVITATION FOR BIDS)

The Bidder shall submit its sealed Bid in response to this Solicitation no later than the Bid due date and time indicated herein. At the public opening of the Bids, the Bids from all Bidders will be publicly announced. After the public opening, JEA will subsequently review Bids to determine if they meet the minimum qualifications as stated in this Solicitation. JEA will Award the Contract to the lowest responsive and responsible Bidder whose Bid meets or exceeds the minimum qualifications, and whose Bid Price represents the lowest cost to JEA.

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

1.2.3. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award one (1) Contract for the Work. JEA may exclude certain Work items, if JEA determines that it is in its best interest to do so.

1.2.4. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS

1.2.4.1. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM

It is at the Company's option as to whether it chooses to subcontract to a JSEB firm. JEA encourages the use of JSEB qualified firms; however, the Company is not required to utilize JSEB firms to be Awarded this Contract.

JSEB firms that qualify for this Contract are only those shown on the current City of Jacksonville JSEB directory appearing at www.COJ.net. Certification of JSEB firms must come from the City of Jacksonville. No other agency or organization is recognized for purposes of this Contract.

In no case shall the Company make changes to the JSEB firms listed in its Bid, revise the JSEB Scope of Work or amount of Work as stated in its Bid without prior written notice to the JEA Contract Administrator, and without subsequent receipt of written approval for the JEA Contract Administrator.

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

All question and correspondence concerning the JSEB program should be addressed to the following contact: Rita Scott, Manager, JSEB Programs, JEA, scotrl@jea.com.

1.2.5. INSURANCE REQUIREMENTS

Prior to JEA issuing a Purchase Order to the Bidder to begin the Work or Services, the Bidder shall submit a certificate of insurance (COI) that is in compliance with amounts and requirements as indicated in the Section herein entitled "Insurance Requirements". **Note that the COI shall specifically indicate JEA, if applicable) as additional insured(s) on all required insurance except Worker's Compensation and Professional Liability (if applicable). Furthermore, waiver of subrogation shall be provided for all required insurance in favor of JEA (if applicable), including their board members, officers, employees, agents, successors, and assigns.**

1.2.1. BID SECURITY/BID BOND

All Bids shall be accompanied by a bid security in the amount stated on the Bid Form. The bid security must be furnished by the Bidder at or before the opening of Bids. The bid security shall either be issued by a surety company authorized to do business in the State of Florida, or Bidder shall furnish a certified check or cashier's check in the amount of five percent 5% of the total Bid Amount shown on the Bid Form. The JEA Bid Bond form can be found at jea.com. Failure to furnish the required bid security will disqualify the Bid. If the Bidder is awarded the Work and fails to execute the Contract within ten (10) days of postmarked date on the Contract Documents, JEA shall retain the Bid Bond or check as liquidated damages.

1.2.2. PAYMENT AND PERFORMANCE BOND REQUIREMENTS

Once the Bidder is awarded the Contract and upon receipt of the Contract Documents, the Bidder shall furnish a Payment and Performance Bond, or alternate form of security, in the amount indicated on the Bid Form, made out to JEA in forms and formats approved and provided by JEA, as security for the faithful performance of the Work or Services. No modifications to the JEA bond forms are allowed.

A fully executed Payment and Performance Bond must be recorded with the Clerk of Duval County Court and delivered to JEA before the JEA Purchase Order will be issued. JEA will send the approved bond forms to the Bidder for execution along with the Contract; however, in no case shall the date on the bond forms be prior to that of the executed Contract. The surety must be authorized and licensed to transact business in Florida. **Note, that the Bidder is responsible for the costs associated with the required Payment and Performance Bonds; therefore, the costs should be included in the Bidder's total Bid Price.** If the Bidder fails or refuses to furnish or record the required bonds, JEA will retain the Bidder's bid bond as liquidated damages.

To be acceptable to JEA as surety for Performance and Payment Bonds, a surety company shall comply with the following provisions:

- The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Codes.
- The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
- If the Contract Award Amount exceeds $500,000, the Surety Company shall also comply with the following provisions:

The Surety Company shall have at least the following minimum ratings in the latest issue of AM Best's Key Rating Guide.
POLICY HOLDER'S CONTRACT AMOUNT AND REQUIRED FINANCIAL RATING
$500,000 TO 1,000,000: A-CLASS IV
$1,000,000 TO 2,500,000: A-CLASS V
$2,500,000 TO 5,000,000: A-CLASS VI
$5,000,000 TO 10,000,000: A-CLASS VII
$10,000,000 TO 25,000,000: A- CLASS VIII
$25,000,000 TO 50,000,000: A- CLASS IX
$50,000,000 TO 75,000,000: A- CLASS X
The Surety Company shall not expose itself to any loss on any one (1) risk in an amount exceeding ten percent (10%) of its surplus to policyholders, provided:
Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance, to conduct business in this state has been met.
In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

1.2.3. LIQUIDATED DAMAGES IN CONTRACT

The Contract issued pursuant to this Solicitation contains liquidated damages tied to project completion deadlines. The Bidder should review the specific time frames and liquidated damage amounts prior to submitting its Bid.

1.2.4. SAFETY QUALIFICATION REQUIREMENTS (IFB)

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

JEA Safety Qualification information is available online at jea.com. Please note that it may take up to ten (10) business days for a company to be approved as JEA Safety Qualified. It is the Bidder's responsibility to ensure it is JEA Safety Qualified. A list of the JEA's Safety Qualified vendors can be found on jea.com. For additional information, contact Jerry Fulop at (904) 665-5810.

1.2.5. TIME

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

1.2.6. REQUIRED FORMS TO SUBMIT WITH BID

To submit a Bid in response to this Solicitation, all of the forms listed below must be completed and submitted as part of the Bid. The Bidder must obtain the required forms, other than the forms provided in the solicitation, by downloading them from JEA.com. If the Bidder fails to complete or fails to submit one (1) or more of the required forms, the Bid shall be rejected.
The following forms are required to be submitted at the time of Bid:

- Bid Bond
- Minimum Qualification Form - This form can be found in Appendix B
- Bid Form (including acknowledgements of all addenda) - This form can be found in Appendix B
- Proposed Construction Schedule
- Construction and Demolition Debris Disposal Form - This form can be found on JEA.COM
- List of Subcontractor Form (if any) - This form can be found on jea.com

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

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

- List of JSEB Certified Firms (if any)- This form can be found on jea.com
- Conflict of Interest Certificate Form
- Insurance Certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- Any technical submittals as required by the Technical Specifications.

1.3. GENERAL INSTRUCTIONS

1.3.1. COMPLETING THE BID DOCUMENTS

Bidders shall complete and submit all Bid Documents with responses typewritten or written in ink. ALL BIDS SUBMITTED LATE TO THE JEA BID OFFICE WILL BE REJECTED.

When a blank is marked "optional" on the bid form, the Bidder shall insert the words "No Bid" in the space provided if the Bidder does not choose to submit a price for that item. Failure to complete each blank with either a price or the words "No Bid" may disqualify the Bid. The Bidder, or its authorized agent or officer, shall sign the Bid Documents. Failure to sign the Bid Documents may disqualify the Bid. JEA approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Bid. Failure to authenticate changes may disqualify the Bid. JEA may disqualify any Bids that deviate from the requirements of this Solicitation, and those that include unapproved exceptions, amendments, or erasures.

1.3.2. CALCULATION OF THE BID PRICE

JEA will use the Bidder's Total Bid Price stated on the Bid Form when making price comparisons for Award purposes.

1.3.3. SUBMITTING THE BID FORM

The Bidder shall submit one (1) original of all the Bid Documents and two (2) duplicates of the original Bid Documents. It is encouraged that all submitters include an electronic version with their hardcopy submittal.

JEA will not accept Bid Documents files transmitted via email. If electronic copies of the Bid Documents are submitted, they must be submitted on a CD with the hardcopies of the Bid Documents.

1.3.4. MODIFICATION OR WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its Bid at any time prior to the Bid Due Date and Time by giving written notice to JEA's Chief Procurement Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Bid Due Date and Time. The Bidder shall not modify or withdraw its Bid from time of Bid opening and for a period of ninety (90) days following the opening of Bids.

1.3.5. ADDENDA

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

1.3.6. CONTRACT EXECUTION AND START OF WORK

Within thirty (30) days from the date of Award, JEA will present the successful Bidder with the Contract Documents. Unless expressly waived by JEA, the successful Bidder shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Bidder fails to execute the Contract or associated documents as required, or if it fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the Award with no further liability to the Bidder, retain the bid security or bond (if applicable), and Award to the next-ranked company.

Upon JEA's receipt of the executed Contract, certificate of insurance, and recorded Payment and Performance bonds (if applicable), JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Proposal or Bid and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO.

For Construction Services: In the event that JEA intends to authorize the successful Bidder to proceed with administrative work only, or with only a portion of the Work, then the PO shall state the specific limitations of such authorization and JEA will issue a separate written Notice to Proceed to authorize the Bidder to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Bidder shall ensure that it is prepared to begin Field Work upon receipt of Notice to Proceed. Any Work performed outside of this partial authorization shall be at the Bidder's risk and JEA shall have no obligation to pay for such Work.

1.3.7. DEFINED TERMS

Words and terms defined in the Section entitled "Definitions" of this document are hereby incorporated by reference into the entire document.

1.3.8. EX PARTE COMMUNICATION

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between a firm submitting a Bid or Proposal and a JEA representative during the time in which the Solicitation is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of Solicitation in which a Bidder becomes privy to information not available to the other Bidders. Social contact between Bidders and JEA representatives should be kept to an absolute minimum during the solicitation process.

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

For more information on Ex Parte communications, see JEA Procurement Code, Article 1-110, which is available at www.jea.com.

1.3.9. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.3.10. PROHIBITION AGAINST CONTINGENT FEES

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

1.3.11. RESERVATIONS OF RIGHTS TO JEA

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

Bids shall be good for a period of ninety (90) days following the opening of the Bids.

JEA reserves the right to reject any or all Bid or Proposals, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Bids that it deems incomplete, obscure or irregular including, but not limited to, Bid or Proposals that omit a price on any one (1) or more items for which prices are required, Bids that omit Unit Prices if Unit Prices are required, Bids for which JEA determines that the Bid or Proposal is unbalanced, Bids that offer equal items when the option to do so has not been stated, Bids that fail to include a Bid Bond, where one (1) is required, and Bids from Companies who have previously failed to satisfactorily complete JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

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

JEA reserves the right to cancel or change the date and time announced for opening of Bids at any time prior to the time announced for the opening of Bids. JEA may Award the Contract in whole or in part. In such cases whenever

JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom Solicitations were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.3.12. SUNSHINE LAW

General

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

IF A BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JEA
Attn: Public Records
21 West Church Street
Jacksonville, Florida 32202
Ph: 904-665-8606
publicrecords@jea.com

Redacted Submissions

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

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Bidder that such an assertion has been made. It is Bidder's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Bidder's redacted information under legal process, JEA shall give Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Bidder shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure. By submitting a response to this Solicitation, Bidder agrees to protect, defend and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from or relating to Bidder's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

1.3.13. ESTIMATED QUANTITIES

On the Bid Document, JEA sets forth anticipated quantities, or estimates of anticipated purchase volumes by JEA. JEA anticipates that these quantities are reasonable and will not be exceeded. During the Bid process, if the Bidder finds any discrepancy greater than ten percent (10%) of the estimated quantity, the Bidder shall notify the JEA Representative in writing of the discrepancy. JEA will check the estimated quantity and if it is found to exceed ten percent (10%) of the estimated quantity, JEA will issue an Addendum to all Bidders.

After Award of the Contract, JEA will make payments upon the actual quantities of Work provided and JEA shall not be obligated, in any way, to pay any amounts for quantities other than those actually provided and authorized under this Contract, regardless of amount stated in the Solicitation. In the event that quantities or scope of work change after Award, the changes to price and/or scope shall be made in accordance with the terms and conditions stated in the Contract Document.

Any item not shown on the Bid Document, but shown in the drawings or Technical Specifications section, that is required to perform the Work, or that is required as part of a complete and operable system, shall be included in the Bid Price.

1.3.14. ETHICS (IFB)

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

The Bidder shall submit only one (1) Bid in response to this Solicitation. If JEA has reasonable cause to believe the Bidder has submitted more than one (1) Bid for the same Work, other than as a Subcontractor or sub-supplier, JEA shall disqualify the Bid and may pursue debarment actions.

The Bidder shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Bid by completing and submitting the Conflict of Interest Certificate Form available at jea.com. If JEA has reason to believe that collusion exists among the Bidders, JEA shall reject any and all Bids from the suspected Bidders and will proceed to debar Bidder from future JEA Awards in accordance with the JEA Purchasing Code.

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

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Bids from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Bidder listed on the Convicted Vendor list for any transaction exceeding $35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

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

1.3.15. MATHEMATICAL ERRORS

In the event of a mathematical error in calculation of the prices entered on the Bid Form, the Unit Prices will prevail. The corrected Bid Price utilizing the Unit Prices will be used to determine if the Company is awarded the Work or the Services. Subsequently, the Unit Prices will be used throughout the term of the Contract.

1.3.16. AVAILABILITY OF BIDS AFTER BID OPENING

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

1.3.17. PROTEST OF BIDDING AND AWARD PROCESS

Companies shall file any protests regarding this Solicitation in writing, in accordance with the JEA Purchasing Code, as amended from time to time. The JEA Purchasing Code is available online at jea.com.

1.3.18. LISTING OF SUBCONTRACTORS

JEA shall specify the major Subcontractors that the Company must list is the Company intends to use a Subcontractor to perform a portion of the Work, unless the Work will be self-performed by the Company. The Subcontractors that JEA requires to be listed is stated in the Section titled "Required Forms to Be Submitted with the Bid". The major Subcontractors shall be listed on the Subcontractors Form which is available at jea.com. Failure of the Company to submit the required Subcontractor information on the form with its Bid shall result in rejection of the Company's Bid.

The Company shall not use Subcontractors and subsuppliers/shop fabricators other than those shown on the Subcontractor Form unless it shows good cause and obtains the JEA Representative's prior written consent.
If the Company plans to use Subcontractors or subsupplier/shop fabricators to perform over fifty percent (50%) of the Work, the Company shall obtain JEA's approval at least five (5) days prior to the Bid Due Date. Failure to obtain JEA approval will disqualify the Company and result in rejection of Company's Bid.

1.3.19. CERTIFICATION AND REPRESENTATIONS OF THE BIDDER

By signing and submitting a Bid, the Bidder certifies and represents as follows:

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

B. That every aspect of its submitted Bid, including the Bid Price and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

C. That the individual signing the Bid Documents is a duly authorized agent or officer of the firm. Bids submitted by a corporation must be executed in the corporate name by the President or

Vice President. If an individual other than the President or Vice President signs the bid, satisfactory evidence of authority to sign may be requested by JEA. If the Bid is submitted by a partnership, the bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the bid, satisfactory evidence of authority to sign may be requested by JEA. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of contract execution.

D. That the firm maintains an active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary to perform the Work. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify JEA of status change.

E. That Bidder has read, understands these instructions and will comply with the Section titled Ethics.

1.3.20. CONFLICT OF INTEREST (CONSTRUCTION)

This conflict of interest policy applies to all JEA construction projects ("Project"). Any company bidding the construction phase of a Project cannot at the time of Bid submittal, be affiliated with or have any direct or indirect ownership interest in the architect/engineer ("Designer") of record. The company will also be prohibited from bidding if the Designer has any direct or indirect ownership interest in the Contractor. Should JEA erroneously award a contract in violation of this policy, JEA may terminate the contract at any time with no liability to company, and company shall be liable to JEA for all damages, including but not limited to the costs to rebid the Project. The purpose of this policy is to encourage bidding and eliminate any actual or perceived advantage that one (1) Bidder may have over another.

1.3.21. CONSTRUCTION AND DEMOLITION DEBRIS

The Bidder shall complete and submit the Construction and Demolition Debris Disposal form which is available at www.jea.com.The Bidder shall identify, by the Certificate of Necessity number and Public Works number, the sites to which it will remove for disposal debris resulting from the Work. A list of approved sites may be obtained from the JEA Office Section or jea.com.

1.3.22. UNABLE TO SUBMIT BID FORMS

If you elect not to submit a Bid in response to this Solicitation, please complete the Unable to Submit Bid Form, available for download at www.jea.com, or by obtaining a hardcopy from the JEA Bid Office, 21 West Church St., Customer Center 1st Floor, Room 002, Jacksonville, FL 32202. The Bidder may contact the Bid Office by phone at (904) 665-6740.

Send the completed Unable to Submit Bid Form to:

JEA Bid Office
21 West Church St., CC-1, Room 002
Jacksonville, FL 32202

or fax the Unable to Submit Bid Form to: (904) 665-7095. Do not return the entire Solicitation package; simply return the Unable to Submit Bid Form.

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT DOCUMENT AND TERMS AND CONDITIONS

Provided below are the Contract terms and conditions that will be incorporated by reference in the Contract Document executed by the Company and JEA. The Contract Document will incorporate by reference the terms contained in the Solicitation portion of this document provided in Section 1, the Contract Terms provided in Section 2; and the Technical Specifications provided in Section 3. An example of the Contract that the Company will be required to execute is available for review at jea.com.

2.2. DEFINITIONS

2.2.1. DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of this Solicitation and Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" portion of this Solicitation may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this Solicitation and/or Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

2.2.2. ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract, or a portion of the Work as specified in a Task or Work Order, has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.2.3. ADDENDUM/ADDENDA

A written change or changes to the Solicitation which is issued by JEA Procurement Services and is incorporated into the Solicitation as a modification, revision and/or further clarification of the intent of the Solicitation.

2.2.4. ADMINISTRATIVE WORK

Actions primarily performed in an office environment and associated with preparing to perform or administer the Work including, but not limited to, preparing Work schedules, obtaining bonds, executing Contracts, securing resources and other actions specified in the Solicitation, or otherwise prudent to ensure a timely, safe and otherwise compliant start and performance of Field Work. Administrative Work is not performed at the Work Location.

2.2.5. ANNIVERSARY DATE

The date which is twelve (12) months after the effective date of the Contract, and each date which is twelve (12) months after an Anniversary Date that occurs while the Contract is in effect.

2.2.6. APPLICATION FOR PAYMENT

The form required for payment which shall include all items required pursuant to the contract for the payment to be processed by JEA. Such form shall require the Contractor expressly state that the Contractor has fulfilled all obligations for the previous payments issued to the Contractor, including payment for subcontractors and materials. The Application for Payment includes all forms and supporting documentation as required by the Contract documents.

2.2.7. APPROVED SCHEDULE

A Critical Path Method Schedule or a Summary Schedule for the Work approved in writing by the Contract Administrator.

2.2.8. AWARD

The written approval of the JEA Awards Committee that the procurement process for the purchase of the Work was in accordance with the JEA Procurement Code and Florida Statutes. Once an Award is approved, JEA will either issue a Purchase Order or execute a Contract with the successful bidder or proposer.

2.2.9. BID DOCUMENTS

The forms required to be submitted to JEA as the Company's offer to perform the Work or Services described herein. The Bid Documents can include, but is not limited to, the Bid Form, Bid Workbook, Minimum Qualifications Form, certifications and/or other required submittals. The Bid Documents may also be referred to as the "Bid Form".

2.2.10. BID OR PROPOSAL

The document describing the Bidder's offer submitted in response to this Solicitation. Bid and Proposal shall be considered synonymous for the purpose of this Contract.

2.2.11. BID PRICE

The total dollar amount of the Bidder's offer to successfully perform the Work or Services in accordance with the Contract Documents.

2.2.12. BIDDER OR PROPOSER

The respondent to this Solicitation. Bidder and Proposer shall be considered synonymous for the purpose of this Solicitation.

2.2.13. CHANGE ORDER

A written order issued after execution of the Contract to the Company signed by the Contract Administrator, or his designated representative, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order resolves all issues related to price and time for the Work included in the Change Order. A Change Order that involves a material change to the Contract may result in a Contract Amendment.

2.2.14. COMPANY

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Prime Contractor, Contractor, Vendor, Supplier and Company shall be considered synonymous for the purpose of the Contract.

2.2.15. COMPANY REPRESENTATIVE

The individual responsible for representing the Company in all activities concerning the fulfillment and administration of the Contract.

2.2.16. COMPANY SUPERVISOR

The individual, employed or contracted by the Company, to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Company Supervisor may be authorized by the Company Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Contract

Administrator and shall clearly state the limitations of any such authorization. In the event that the Company Supervisor and the Company Representative is the same person, the Company shall notify the Contract Administrator of such situation.

2.2.17. CONTRACT

An agreement between JEA and the Company, signed by both parties, which incorporates all the Contract Documents. The Contract shall not be altered without an Amendment to the Contract and executed by JEA and the Company, or a JEA issued Change Order.

2.2.18. CONTRACT ADMINISTRATOR

The individual assigned by JEA to have authority to administer the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

2.2.19. CONTRACT DOCUMENTS

Contract Documents, also referred to as the "Contract" means the executed Contract, all Solicitation documents and Bid Documents as further described in the Section of the Solicitation titled "Contract Documents", and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

2.2.20. CONTRACT PRICE

The total amount payable to the Company during the initial Term of the Contract. However, this amount is not a guaranteed amount. Also referred to as the "Maximum Indebtedness" of JEA.

2.2.21. CONTRACT TIME (CONSTRUCTION)

The number of calendar days or the period of time from when the written Purchase Order is issued to the Company to Substantial Completion and Acceptance of the Work.

2.2.22. CONTRACTOR

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Contractor" is used it shall also include permitted assigns. Contractor and Company shall be considered synonymous for the purpose of the Contract.

2.2.23. DEFECT

Work that fails to reach Acceptance, or Work that fails meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

2.2.24. ENVIRONMENTAL REGULATIONS

All laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Work Location is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over JEA, the Work Location, or the use of the Work Location, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or

Hazardous Materials (as defined in this Contract) into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

2.2.25. EQUAL ITEM

Item a Bidder chooses to offer in place of offering the brand name or manufacturer's item specified on the Bid Document when the Bid Document clearly states that the Bidder may offer such an item.

2.2.26. FIELD WORK

Actions associated with meeting the requirements of the Contract other than Administrative Work. Field Work is primarily performed at the Work Location.

2.2.27. FINAL COMPLETION

The point in time after JEA makes the determination that the Work is completed and there is Acceptance by JEA, and the Company has fulfilled all requirements of the Contract Documents.

2.2.28. FINAL PAYMENT

The Final Payment for all Work performed. Final Payment shall not be made until the Company has complied with all the Contract requirements, and provided as necessary close-out documents as contained in the Contract.

2.2.29. HAZARDOUS MATERIALS

Any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. '9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. '6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. '2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Licensed Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Licensed Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Licensed Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Licensed Property or adjacent property; or (C) which, if it emanated or migrated from the Licensed Property, could constitute a trespass.

2.2.30. HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day. If any of these Holidays fall on a weekend, JEA may observe a Holiday on the nearest weekday.

2.2.31. INVOICE

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company's name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the Unit Price, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

2.2.32. JEA

JEA on its own behalf.

2.2.33. JEA ENGINEER

The individual assigned by JEA (either an employee or a third party) to provide licensing, engineering, design review, and/or construction management including, but not limited to, overseeing and resolving engineering/design issues, conveying JEA's instructions to the Company and enforcing the faithful performance of the Work. The JEA Engineer's authority includes interpreting the technical portion of the Contract Documents, deciding on matters relating to the execution and progress of the Work and evaluating the Company's performance. The JEA Engineer may stop the Work when deemed necessary by JEA. The JEA Engineer will receive and adjudicate any claim of ambiguity or error in the technical portion of the Contract Documents and shall reduce any determination to writing, and the decision shall be final and binding. The JEA Engineer is not a party to the Contract. The JEA Engineer has no authority to approve changes to the Work or Contract, or to commit JEA to any expenditure of money except as expressly designated in writing by the Contract Administrator.

2.2.34. JEA INSPECTOR

The individual(s) or company(ies) designated by the Contract Administrator to inspect and test the Company's performance and Contract compliance including materials, workmanship, safety, environmental compliance, JSEB compliance, project controls, administration and accounting, and other aspects of Contract compliance. The JEA Inspector has no authority to approve changes to the Work or Contract, or to commit JEA to any expenditure of money except as expressly designated in writing by the Contract Administrator.

2.2.35. JEA REPRESENTATIVES

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

2.2.36. LUMP SUM BULK BID PRICE

The total amount payable to the Company under the Contract Documents for performing the bulk bid Work.

2.2.37. MILESTONE

A point in time representing a key or important intermediate event in the Work. A Milestone is to be capable of validation by meeting all of the items prescribed in a defining checklist as agreed to in writing by JEA.

2.2.38. NOTICE TO PROCEED

The written notice, duly authorized and delivered by JEA that authorizes the Company to begin the Work. The Notice to Proceed is normally issued in the form of a Purchase Order, unless otherwise specified in the Contract Documents.

2.2.39. OVERTIME

Work approved in writing by the Contract Administrator that is required to be performed beyond an employee's scheduled workday or work week, including Work performed on Holidays.

2.2.40. PAYMENT AND PERFORMANCE BONDS

The common-law Performance Bond and the statutory Payment Bond contemplated by Section 255.05, Florida Statutes in the form required by JEA.

2.2.41. PRE-WORK MEETING

A meeting conducted after Award and prior to the start of any Field Work between JEA and the Company. The purpose of the meeting may include, but is not limited to orientation, schedule, certification and permitting, and other preparatory or Work execution details.

2.2.42. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

The Company averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

2.2.43. PERFORMANCE - TOP PERFORMANCE/PERFORMER

The Company averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one (1) metric.

2.2.44. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one (1) metric regardless of average, or receives a score of 2.0 on the same metric on two (2) sequential performance evaluations.

2.2.45. PURCHASE ORDER (PO)

A commercial document issued by JEA, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA. Sending a PO to a Company constitutes a legal offer to buy products or services. The words "Purchase Order" are clearly marked across the top, a PO number is used for reference and invoicing purposes, includes an authorized JEA signature, and states the dollar amount of the lawfully appropriated funds.

2.2.46. QUALITY ASSURANCE

Actions that JEA takes to assess the Company's performance under the Contract.

2.2.47. QUALITY CONTROL

Actions that the Company takes to ensure it successfully completes the Work in full accordance with the Contract Documents.

2.2.48. SCHEDULE

All documentation related to the planning and scheduling of the Work as described in these Terms and Conditions.

2.2.49. SHOP DRAWINGS (DEFINITION)

Drawings, electronic and hard copy, that detail the fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and method of construction as may be required to show the JEA Engineer that the proposed materials, equipment or systems and the position thereof are in compliance with the requirements of the Contract Documents.

2.2.50. SOLICITATION

The documents (which may be electronic) issued by JEA's Procurement Department to solicit Bids from Bidders that includes, but is not limited to, the Bid Documents, Bid Workbook, samples of documents, contractual terms and conditions, the Technical Specifications, and associated Addenda.

2.2.51. SUBCONTRACTOR

The legal person, firm, corporation or any other entity or business relationship that provides a portion of the work, or provides supplies and materials, to the Company which has an executed Contract with JEA. JEA is not in privity of contract with the Subcontractor.

2.2.52. SUBSTANTIAL COMPLETION (DEFINITION)

The time when JEA determines that the Work (or a specified part thereof) is substantially complete, in accordance with the Contract Documents. Additionally, all work other than incidental corrective and incidental punch list work items shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required regulatory permits and approvals have not been issued, or if all vehicular and pedestrian traffic routes affected by the Work have not been restored. The date of Substantial Completion shall be established in writing by JEA. Recognition of the Work as Substantially Complete, as evidenced by issuance of a Certificate of Substantial Completion, does not represent JEA's Acceptance of the Work.

2.2.53. SUMMARY SCHEDULE

A diagram displaying the Milestones for the Work graphically positioned on a timeline, showing at a minimum the calendar dates on which each Milestone is scheduled to be completed for Acceptance.

2.2.54. SUPPLEMENTAL WORK AUTHORIZATION (SWA)

A written order, issued at the sole discretion of the JEA representative, which incorporates cost or schedule changes into the Contract. The SWA shall be used for increases or decreases in the Contract Price within the SWA amount set forth on the Bid Form, or to makes changes in the schedule for performance of the Work, or to authorize the Company to perform changes in the Work.

2.2.55. TASK ORDER

A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents. A Task Order may be issued as an attachment to a Purchase Order, but the Task Order is neither a Purchase Order, nor a Notice to Proceed.

2.2.56. TERM

The period of time during which the Contract is in force or until the Contract's Maximum Indebtedness is reached, whichever occurs first.

2.2.57. UNIT PRICES

The charges to JEA for the performance of each respective unit of Work as stated in the Response Workbook, Bid Form, or Proposal Form, and incorporated into the Contract Documents.

2.2.58. WORK LOCATION (DEFINITION)

The place or places where the Work is performed, excluding the properties of the Company and/or the Subcontractor(s).

2.2.59. WORK OR SCOPE OF SERVICES

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

2.3. CONTRACT DOCUMENTS

2.3.1. ORDER OF PRECEDENCE

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Solicitation including, but not limited to, the executed Bid Documents, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one (1) is binding as if called for by all. The Company shall inform JEA in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work performed is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Contract Amendments
- Executed Contract Documents
- Exhibits to Contract Documents
-
- Purchase Order(s)
- Addenda to JEA Solicitation
- Drawings associated with this Solicitation
- Exhibits and Attachments to this Solicitation
- Technical Specifications associated with this Solicitation
- This Solicitation
- Bid Documents
- References

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

2.4. PRICE AND PAYMENTS

2.4.1. PAYMENTS

2.4.1.1. PAYMENT METHOD – SCHEDULE OF VALUES

The Company shall submit to JEA a monthly Application for Payment that details the Work completed during that month. The Company shall request payment in accordance with the amounts/percentages set forth on the Schedule of Values that the Company submitted prior to the start of the Work. The Schedule of Values is defined as an itemized list that establishes the value of each part of the Work for a stipulated price and for major lump sum items in a unit price contract. JEA will determine, either by measurement or approximation, the final quantities incorporated into the Work under items for which Unit Prices are established in the Contract Documents. JEA's determination as to the quantity of the Work successfully completed shall be final.

2.4.2. OFFSETS

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

2.4.3. DISCOUNT PRICING

JEA offers any or all of the following option payment terms, one (1) of which may be executed at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

- 1% 20, net 30
- 2% 10, net 30

Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until acceptance by JEA in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by JEA's Accounts Payable.

2.4.4. COST SAVINGS PLAN

During the Term of this Contract, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Work provided by the Company ("Cost Savings Plan"). JEA and Company may negotiate Amendments to this Contract that support and allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings plan shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a Cost Savings Plan proposed by Company.

2.4.5. TAXES

JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

2.5. SCHEDULES, REPORTING REQUIREMENTS, LIQUIDATED DAMAGES

2.5.1. REPORTING (CONSTRUCTION)

The Company shall provide all reports as defined in the Contract Documents.

Where the reporting frequency is daily, reports shall be submitted by noon of the following workday. Where the reporting frequency is weekly, reports are due by Monday at noon, covering the prior workweek. Where Monday is a Holiday, the reports are due at noon on the next workday. Where reports are due monthly, reports are due by noon on the first business day of each month. Sample forms for reports may be included in the Contract Documents. Where they are included, they are to be used. Where they are not included, the Company shall provide a sample of its proposed report format for each report to the Contract Administrator at least one (1)-week prior to its initial due date. The Contract Administrator will review and either approve or reject use of the report. Where proposed report is rejected, Company shall resubmit revised report formats, until Contract Administrator approves format. Reporting cycle shall begin upon the Purchase Order date, or, if used, the issuance date of the Notice to Proceed.

Where the Contract calls for reports to be submitted by Company, such reports shall be in both paper and electronic format, with the electronic version submitted electronically via email to the Contract Administrator.

2.5.2. LIQUIDATED DAMAGES

If the Company fails to complete any Work on or before 125 days after date of Notice to Proceed, the Company shall pay JEA the sum of $2,000.00 per day for each and every calendar day, including Sundays and Holidays, starting on this day until the date the Work is completed and Accepted by JEA.

Liquidated Damages are capped at a maximum of ten percent (10%) of the Contract Price. However, if the amount of Liquidated Damages incurred by the Company is 5% or less than the Contract Price, the Company will not be imputed with Liquidated Damages but will pay such amount to JEA as an administrative charge (the "Administrative Charge"). The Company understands and agrees that said daily sum is to be paid not as a penalty, but as compensation to JEA as a fixed and reasonable amount for damages and losses that JEA will suffer because of such default, whether through increased administrative and engineering costs, interference with JEA's normal operations, or other tangible and intangible costs, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity. Liquidated Damages or Administrative Charges may, at JEA's sole discretion, be deducted from any monies held by JEA that are otherwise payable to Company.

The Company's responsibility for these costs shall in no way relieve the Company of any other obligations under the Contract.

2.5.3. WORK SCHEDULES

The Approved Schedule is referenced in the Technical Specifications attached to this Solicitation. If no schedule is provided, then the established schedule is based on working five (5) days per week, single shift, eight (8) hours per day or four (4) days per week, single shift, ten (10) hours per day. JEA may require the Company to base its schedule on an accelerated Work schedule or multiple shifts. The Company shall not schedule work on Holidays without obtaining prior written approval from JEA.

The Company shall, at no additional cost to JEA, increase or supplement its working force and equipment and perform the Work on an overtime or multiple shift basis when directed by JEA and upon notification that the Company is behind schedule. The Company shall submit a revised schedule in writing demonstrating the Company's schedule recovery plans.

The Company understands and agrees that the rate of progress set forth in the Approved Schedule already allows for ordinary delays incident to the Work. No extension of the Contract Term will be made for ordinary delays, inclement weather, or accidents, and the occurrence of such events will not relieve the Company from requirement of meeting the approved schedule.

2.6. WARRANTIES AND REPRESENTATIONS

2.6.1. WARRANTY (CONSTRUCTION)

Unless otherwise stated herein, the Company unconditionally warrants to JEA for a period of not less than five (5) year(s) from the date of issuance of the Certificate of Substantial Completion, that all Work furnished under the Contract, including but not limited to, materials, equipment, workmanship, and intellectual property, including derivative works will be:

- Performed in a safe, professional and workman like manner; and
- Free from Defects in design, material, and workmanship; and
- Fit for the use and purpose specified or referred to in the Contract; and
- Suitable for any other use or purpose as represented in writing by the Contractor; and
- In conformance with the Contract Documents; and
- Merchantable, new and of first-class quality.

The Company warrants that the Work shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards. If the Work fails to conform to such laws, rules, standards and regulations, JEA may

return the Work for correction or replacement at the Company's expense, or return the Work at the Company's expense and terminate the Contract.

If the Company performs services that fail to conform to such standards and regulations or to the warranties set forth in the first paragraph of this Section, the Company shall make the necessary corrections at Company's expense. JEA may correct any services to comply with standards and regulations at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time after notice of the Defect from JEA.

If Work includes items covered under a manufacturer's or Subcontractor's warranty that exceeds the requirements stated herein, Company shall transfer such warranty to JEA. Such warranties, do not in any way limit the warranty provided by the Company to JEA.

If, within the warranty period, JEA determines that any of the Work is defective or exhibit signs of excessive deterioration, the Company at its own expense, shall repair, adjust, or replace the defective Work to the complete satisfaction of JEA. The Company shall pay all costs of removal, transportation, reinstallation, repair, and all other associated costs incurred in connection with correcting such Defects in the Work. The Company shall correct any Defects only at times designated by JEA. The Company shall extend the warranty period an additional twelve (12) months for any portion of the Work that has undergone warranty repair or replacement, but in no case shall the maximum warranty period be extended beyond seventy two (72) months.

JEA may repair or replace any defective Work at the Company's expense when the Company fails to correct the Defect within a reasonable time of receiving written notification of the Defect by JEA, when the Company is unable to respond in an emergency situation or when necessary to prevent JEA from substantial financial loss. Where JEA makes repairs or replaces defective Work, JEA will issue the Company a written accounting and invoice of all repair work required to correct the Defects.

Where spare parts may be needed, Company warrants that spare parts will be available to JEA for purchase for at least seventy-five percent (75%) of the stated useful life of the product.

The Company's warranty excludes any remedy for damage or Defect caused by abuse, improper or insufficient maintenance, improper operation, or wear and tear under normal usage.

Note that JEA intends to perform a warranty inspection prior to the expiration of the warranty period. JEA will notify the Company and the Company Representative shall attend the inspection. All discrepancies identified at said inspection shall be corrected by the Company within a reasonable timeframe.

2.7. INSURANCE, INDEMNITY, BONDS AND RISK OF LOSS

2.7.1. INSURANCE

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; Insurance Limits: $1,000,000 each occurrence, $2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

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

Excess or Umbrella Liability
(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: $4,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two (2) years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

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

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. 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 Solicitation 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.

2.7.2. TITLE AND RISK OF LOSS

JEA will retain the title to equipment and materials removed from JEA sites for repairs, service or duplication.

The Company shall assume all risk of loss or damage to the Work until such time that JEA issues written notice of Acceptance.

JEA’s receipt or delivery of any equipment or other materials will not constitute JEA’s Acceptance of any such items and will not constitute a waiver by JEA of any right, claim or remedy.

Ownership of the Work shall pass to JEA upon written notice of Acceptance.

2.7.3. BOND AMOUNT

The Company shall furnish a Payment Bond and Performance Bond in the amount of indicated on the Bid Form, made out to JEA in forms and formats approved and provided by JEA, as security for the faithful performance of the Work of Contract. JEA will send the approved bond forms to the Company for execution along with the Contract, however, in no case shall the date on the bond forms be prior to that of the executed Contract. The surety must be authorized and licensed to transact business in Florida. A fully executed Payment Bond and Performance Bond must be recorded with the Clerk of Duval County Court and delivered to JEA before JEA will issue a Purchase Order to begin the Work. No Purchase Order shall be issued until the Payment and Performance Bonds are recorded and delivered to the JEA Procurement Department. If the Company fails or refuses to furnish or record the required bonds, JEA will retain the Company's Bid Bond as liquidated damages.

2.7.4. ENVIRONMENTAL INDEMNIFICATION

The Company shall hold harmless and indemnify JEA, including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with:

(a) the Company's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Company's or other Parties' activities,
(b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Company or any Party at any time on or after the effective date of the Contract, or
(c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Company or any Party. JEA will be entitled to control any remedial action, any proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

2.7.5. INDEMNIFICATION

For ten dollars ($10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of Company and any person or entity used by the Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. For purposes of this Indemnification, This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

2.7.6. NOTIFICATION OF SURETY

The Company shall notify its surety of any changes affecting the general scope of the Work or altering the Contract Price. The amount of the applicable bonds shall be adjusted accordingly and the Company shall furnish proof of such adjustment to JEA within ten (10) days of date of Purchase Order.

2.8. ACCEPTANCE

2.8.1. DELAY IN ACCEPTANCE OR DELIVERY

JEA may delay delivery or acceptance of goods in the event of any unforeseen event. The Company shall hold the goods pending JEA's direction, and JEA will be liable only for direct increased costs incurred by the Company by reason of JEA's instructions.

2.8.2. ACCEPTANCE OF WORK - RECEIPT, INSPECTION, USAGE AND TESTING

The Contract Administrator will make the determination when Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing, and after adequate time to ensure Work is performed in accordance with Contract Documents. JEA will reject any items delivered by Company that are not in accordance with the Contract, and shall not be deemed to have accepted any items until JEA has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the items has become apparent. JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Acceptance by JEA, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

Items specifically required prior to Acceptance are: **All poles, hardware, guy wires, ground rods, grounding, and conducotrs must be installed as per the drawings. All trees must be cleared as per the drawings. Additionally the patrol road must completed as per drawings.**

2.9. TERM AND TERMINATION

2.9.1. TERM

2.9.1.1. TERM OF CONTRACT - THROUGH COMPLETION OF WORK

The Contract shall be in force through completion of all Work, Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including, but not limited to, Warranty and Indemnification provisions.

This Contract, after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

2.9.2. TERMINATION FOR CONVENIENCE

JEA shall have the absolute right to terminate the Contract in whole or part, with or without cause, at any time after the Award effective date upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or has become obligated prior to receiving JEA's notice of termination. Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

2.9.3. SUSPENSION OF WORK

JEA may suspend the performance of the Work by providing the Company with five (5) days' written notice of such suspension. Schedules and compensation for performance of the Work shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Work, the Company shall resume full performance of the Work when JEA gives written direction to do so. Suspension of Work for reasons other than the Company's negligence or failure to perform, shall not affect the Company's compensation as outlined in the Contract Documents.

2.9.4. TERMINATION FOR DEFAULT (WITH A BOND)

JEA may give the Company written notice to discontinue all or part of the Work under the Contract or a Notice to Cure a material breach in the event that:

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- There is an adverse material change in the financial or business condition of the Company.

If within fifteen (15) days after service of such notice to discontinue or notice to cure upon the Company an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work or the material breach has not been remedied, JEA may declare the Company to be in default and terminate the Contract.

Once Company is declared in default and the Contract has been terminated, JEA will notify the Surety in writing of the termination. The Surety shall, at JEA’s sole option take one (1) of the following actions:

(a) Within a reasonable time, but in no event later than thirty (30) days, from JEA's written notice of termination for default, arrange for Company with JEA's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay JEA all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default by the Company under the Contract;
(b) Within a reasonable time, but in no event longer than sixty (60) days after JEA's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed or alternatively, JEA may

elect, to have the Surety determine jointly with JEA the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and JEA, 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; or

(c) Within a reasonable time, but in no event later than thirty (30) days from JEA's notice of termination for default, JEA may waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which the Surety may be liable to JEA and tender payment to JEA of any amount necessary in order for JEA to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price.

JEA shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies and property of any kind provided by the Company for the purpose of this Work.

JEA will charge the expense of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company or Surety shall pay the amount of such excess to JEA upon notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

Immediately upon termination or expiration of this Agreement, Company must return to JEA all materials, documents and things used by Company and belonging to JEA, including proposals, computer files, borrower files, building keys, and any other property or information regarding continued business compliance or goodwill, whether in electronic or hard-copy form. Furthermore, upon JEA's request, Company shall certify in writing that all of the foregoing documents or materials, including archival or backup copies, whether in electronic of hard-copy form, have been returned to JEA, deleted from any computer system, or otherwise destroyed.

Any other provision in this Agreement to the contrary notwithstanding the duration of this Agreement after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the term.

2.9.5. UNAUTHORIZED WORK

JEA will consider any Work done without lines and grades given, Work done beyond the lines and grades shown on the Contract or as given, or any extra Work done without written authority, as unauthorized Work and will not pay the Company for such Work. If so ordered by the Contract Administrator, the Company shall remove such Work and properly replace it at the Company's own expense.

2.10. PRELIMINARY MATTERS

2.10.1. LIMITATION OF ACCURACY OF INFORMATIONAL MATERIALS

For all drawings, test results, inspections, and other informational materials included as part of the Contract Documents, the Company understands and agrees that any existing facilities shown, including underground, overhead, and surface structures, and other delineations, and any other informational items provided as part of the Contract Documents are for reference only and are not to be used by the Company as the only indication of Work conditions. The Company understands and agrees that it is its sole responsibility to verify all Work conditions, measurements, dimensions, obstructions and other causes for existing or potential changes to the Work prior to initiating Work. In the event the Work must be changed due to the Company not fulfilling the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition. Changes associated with conditions that are clearly unforeseen and that could not have been discovered by a reasonable verification of the above listed items, shall be covered as stated in Changes to Work.

2.10.2. PERMITS TO BE OBTAINED BY THE CONTRACTOR

Unless otherwise specified in the Contract Documents, the Contractor shall secure, maintain, post as required, and pay for all building, plumbing, electrical, water, sewer, right-of-way, parking, roadway, railroad, shipping, freight, hazardous materials, and any other permits which may be required for performance of the Work in full compliance with all applicable laws, rules and regulations. The Contractor shall perform all actions necessary to identify where permits are to be obtained and properly file for the permits, except those specifically listed in the Contract Documents as being provided by JEA.

The Contractor shall comply with all conditions of permits issued for the Work, either directly or indirectly, issued by federal, state, or local governmental agencies, which are hereby incorporated as part of these Contract Documents. The Contractor shall be solely responsible for resolving any issues and bearing all expenses including any damages suffered by JEA that result from a finding of noncompliance during performance of the Work by any of the respective regulatory agencies including, but not limited to, all costs for delays, litigation, fines, fees of any kind, and other costs.

2.10.3. PRE-WORK MEETING AND PROGRESS MEETINGS (CONSTRUCTION)

Before starting the Field Work, a Pre-Work or Pre-Construction meeting may be held to review procedures for the Work, review the Work schedule, establish procedures for invoicing, approving Invoices and making payments, and establish a working relationship between JEA and the Company.

The JEA Contract Administrator may, at his or her discretion, request Pre-Work Meetings to be held prior to start of any Field Work. Such meeting(s) shall be attended by, but not limited to, the Company Representative and Company Supervisor. The JEA Contract Administrator will notify the Company in writing of the meeting time and location at least two (2) days prior to the meeting date. In addition, construction progress meetings will be held at a frequency as determined by JEA. Such meeting(s) shall be attended by, but not limited to, the Company's Representative and Company's Supervisor.

2.10.4. WORK LOCATION

Work shall be performed at the following substation locations:
From Greenland Energy Center to the Bartram Substation, in and along rights of way.

2.10.5. UNFORESEEN CONDITIONS

The Company understands and agrees that it is its responsibility to conduct due diligence prior to the Work. Such due diligence includes, but is not limited to, verifying all Work conditions, measurements, dimensions and latent and patent obstructions, the accuracy of drawings, test results, inspections and other informational materials provided in

the Contract Documents, and any other causes for existing or potential changes to the Work prior to initiating the Work. In the event that the Work must be changed due to the Company's failure to fulfill the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition.

In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed in a Change Order or an amendment to the Contract executed by JEA and Company. Any Work the Company performs prior to receipt of such Change Order or approved Contract amendment will be at the Company's sole risk.

2.10.6. COMMERCIAL ACTIVITIES ON THE WORK LOCATION

The Company shall not establish any commercial activities, or issue concessions or permits of any kind to third parties to establish commercial activities on lands owned or controlled by JEA, or within the boundaries of the Work Location. The Company shall not allow its employees to engage in any commercial activities on the Work Location.

2.10.7. COMMUNICATIONS - SITE WORK

The Company shall supply and maintain at the Work Location a two (2)-way communication system of such quality as to enable communications between the Work Location, the Company office(s), and the Contract Administrator while Work is in progress. This system may consist of a two (2)-way radio system or any combination of pagers and telephones, either cellular or conventional. All communication equipment required to accomplish this is to be provided by the Company.

In some cases, JEA may provide the Company with radio(s) on specified frequencies. Where provided, the Company shall be solely responsible for the security of the radio(s), and the Company shall monitor the radio(s) at all time while performing Work.

In the event the Company will be requesting hold tags from JEA, the Company shall provide local digital pagers to its Company Representative and all Company Supervisors for the full Term of this Contract.

2.10.8. COMPANY'S EQUIPMENT

The Company's equipment including, but not limited to, trucks, drill rigs, backhoes, excavators, bucket trucks and derricks shall not be older than five (5) years in age, unless the Company can demonstrate to JEA's satisfaction that equipment being used has been completely refurbished and that it is in good working order. JEA may, at its sole discretion, make exceptions for equipment that is rarely used such as sag winches.

2.10.9. SHIPPING TO AND STORAGE AT WORK LOCATION

Shipping Materials and equipment to be installed by the Company shall be delivered by the Company to the Work Location or such other place as may be designated by the Contract Administrator. Insofar as transportation conditions will allow, items shall be shipped complete and ready for installation.

Where applicable, the Company shall be responsible for obtaining any permits required for transportation to the Work Location. The Company shall provide an Advance Ship Notice to the Contract Administrator or designated Work Location manager.

Storage: Under arrangement with the JEA Engineer, and upon his approval, a limited amount of temporary indoor storage space may be made available, but only for the equipment that must be protected from the weather. Equipment for which arrangements have been made for indoor storage, shall be packed separately and the container clearly marked "For Indoor Storage." For equipment that will be stored indoors and that will require special storage

precautions, the storage instructions shall be shown on the outside of each container, or in a durable envelope identified as containing storage instructions and attached to the container.

2.10.10. SWITCHING AND HOLD TAGS

The Company shall be required to attend a JEA class concerning hold tag procedures and be adjudged to be qualified prior to the issuance of the Notice to Proceed.

The Company shall not, in any case, make connections or taps to energized lines, cut any lines in or out of service, or attempt any outages without due notice to and approval from the Station 2 Dispatcher of the Distribution Control Department.

2.10.11. COMPANY LAYDOWN AREA

In the event the Company decides to utilize public or private property as a laydown area, the Company shall enter into a written agreement with the entity who owns the property. JEA shall have access to all laydown areas. Upon submission of Company's first Invoice or application for payment to JEA, the Company shall provide to JEA a copy of such signed written agreement. The Company shall submit to JEA a letter of release from the entity in connection with Company's final Invoice or application for payment to JEA.

2.10.12. COMPANY'S DOCUMENTS AT THE WORK LOCATION

The Company shall maintain at the Work Location for JEA one (1) record copy of all Contract Documents in good order and marked currently to record all Addenda and changes made during Contract Term. These shall be available to JEA Representatives and shall be delivered to the Contract Administrator upon completion of the Work and at the request of the Contract Administrator.

The Company shall also maintain detailed records of the Work for its own files. The Company shall make these records available to JEA for inspection upon request. The Company shall maintain such records for three years after date of Final Completion.

2.10.13. COMPANY'S FIELD OFFICE

The Company shall provide its own office facilities at the Work Location, as required. Unless specifically listed herein, JEA provides no Work Location facilities or Work Location area for the Company facilities of any kind such as field office and material storage. If the Company establishes a Work Location-based office, the Company shall provide and maintain adequate telephone facilities at this office during the full Term of the Contract. If the Company has a local business office, this office may serve as a Work Location office for this Contract, but the Company must maintain an operational cellular phone at the Work Location while performing Work.

2.11. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.11.1. PUBLIC RECORDS LAWS

Access to Public Records

All Documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract of the Company refuses to allow public access as required under the Contract.

Redacted copies of Confidential Information

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data and records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number, and shall be clearly titled "Redacted Copy". Bidder should only redact those portions of records that Bidder claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data, or other records it claims is confidential, JEA is authorized to produce all documents, data, and other records submitted to JEA in answer to a public records request for these records.

Request for Redacted Information

In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which the Company's documents, data or records are responsive, JEA will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any redacted information, JEA will notify the Company that such an assertion has been made. It is the Company's responsibility to respond to the requestor to assert that the information in questions is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA shall give the Company prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The Company shall be responsible for defending it determination that the redacted portions of the information are not subject to disclosure.

Indemnification for Redacted Information

The Company shall protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

Public Records Clause for Service Contracts

If, under the Contract, the Company is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

- Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
- Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or otherwise prohibited by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JEA
Attn: Public Records
21 West Church Street
Jacksonville, Florida 32202
Ph: 904-665-8606
publicrecords@jea.com

2.11.2. INTELLECTUAL PROPERTY

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

If the Work contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Company shall secure for JEA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Company shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

Should JEA, or any third party obtaining such work product through JEA, use the Work or any part thereof for any purpose other than that which is specified herein, it shall be at JEA's sole risk.

The Company will, at its expense, defend all claims, actions or proceedings against JEA based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to JEA all costs, damages, charges, and expenses occasioned to JEA by reason thereof. JEA will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, JEA will provide the Company with available information, assistance and authority for the defense.

If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will, within thirty (30) days of notice, either secure for JEA the right to continue using the Work or will, at the Company's expense, replace the infringing items with noninfringing Work or make modifications as necessary so that the Work no longer infringes.

The Company will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

2.11.3. PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

2.11.4. PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA.

2.12. LABOR

2.12.1. NONDISCRIMINATION

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Company agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one (1) year from the effective date of this Contract.

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

- The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

The Company agrees that if any of the Work of this Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

2.12.2. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities, each Company employee shall apply for a JEA access badge through JEA's Security Department. The JEA Contract Administrator may coordinate alternate means of providing access to the JEA facility, (i.e. daily sign in and sign out logging of personnel performing work). An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com. Finally, JEA does not allow Company employees to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

2.12.3. LEGAL WORKFORCE

JEA shall consider the Company's employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for termination of the Contract for default upon

thirty (30) days' prior written notice of such termination, notwithstanding any other provisions to the contrary in the Contract Documents

2.12.4. JEA WORKPLACE TOBACCO USE POLICY

It is JEA's policy to maintain a healthy work environment and JEA's goal is to become a tobacco-free workplace. Therefore, JEA prohibits Company employees from using tobacco products while on JEA property or during the performance of JEA Work. JEA reserves the right to require Company to remove an employee who violates this policy from JEA property or JEA Work site upon notice from the JEA Representative.

2.12.5. PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two (2) years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded $250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and proposals; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two (2) years from cessation from JEA employment.

2.12.6. HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Contract.

2.12.7. MINIMUM QUALIFICATION OF COMPANY PERSONNEL

At a minimum, all Company personnel shall be qualified for the tasks they are assigned. All Company personnel assigned to work at a JEA facility or job site shall be able to read, write, speak and understand English. All Company personnel shall act in a professional manner, with due sensitivity to other persons at the Work Location. If JEA, at its sole discretion, determines that a Company person is unqualified, unfit, or otherwise unsuitable for the tasks assigned, the Company shall immediately stop the person from performing the tasks, and replace the person with a qualified individual. The Company shall pay all costs associated with replacing the unqualified person including, but not limited to, termination, recruiting, training, and certification costs.

The Company personnel assigned supervisory roles, and those with increased authority shall be held to strict scrutiny of their qualifications and suitability for their positions. In addition to the other provisions of this Section, the Company shall provide written documentation as to experience, education, licenses, certifications, professional affiliations, and other qualifications of the individual, within one (1) day of request from the Contract Administrator. Any changes to such personnel after approval shall require the written permission of the Contract Administrator.

2.12.8. PAYMENT OF OVERTIME

Any Overtime required for Company to complete the Work within the Contract Time shall be at the sole cost and expense of Company. However, if JEA requires the Company to perform Overtime Work in order to complete the Work prior to the Contract Time, the Company shall bill JEA for the Overtime such that only the actual costs incurred by the Company relating to the payment of Overtime premiums, in accordance with its labor policies and applicable laws. Such actual costs include Overtime wage premium, and additional taxes and insurance directly associated with the Overtime wage premium. The Company agrees that it will not charge for personnel paid a salary, or other form of compensation such that the Company incurs no direct costs as a result of the Overtime.

The Company shall total the direct Overtime charges, and add the agreed upon overhead rate, but in no case, shall such overhead rate exceed ten percent (10%) of the total overtime costs.

Overtime may only be charged to JEA if the Company was directed in writing by the Contract Administrator to incur the Overtime. Such authorization for Overtime shall be accompanied by a Change Order.

2.12.9. SHOW-UP PAY

In the event that inclement weather prevents the Company from performing Work, the Company may be obligated to pay its crew a show-up pay. The Company shall be solely responsible for providing this pay.

2.12.10. COMPANY'S LABOR RELATIONS

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

2.13. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.13.1. COMPANY REPRESENTATIVES

The Company shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Work under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

2.13.2. COMPANY REVIEW OF PROJECT REQUIREMENTS

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

2.13.3. LICENSES

The Company shall comply with all licensing, registration and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses, registrations and certifications as required for the performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

2.13.4. PERFORMANCE OF THE WORK

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the acts required of it hereunder, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound. The Company warrants that all items provided under the Contract shall be free from Defect and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Work will meet the functional and performance requirements defined in the Contract.

2.13.5. DAMAGED MATERIALS OR EQUIPMENT

The Company shall report to the Contract Administrator any materials issued by JEA or delivered by the JEA material supplier and received by the Company that are later found to be faulty, damaged or discrepant in some manner. The Contract Administrator will obtain appropriate replacement materials upon written notification from the Contract Administrator. The Company shall not, under any circumstances, make a material replacement without written approval of the Contract Administrator.

The Company understands and agrees that damage to material and discrepancy of material is an expected part of performing the Work, and as such, the Company agrees it shall be solely responsible for any additional costs incurred as a result of damaged or discrepant materials, including, but not limited to, the costs to keep or get the Work on the Approved Schedule.

JEA will bill the Company for materials or equipment that are damaged while in the Company's custody. In such a case, the Company shall be charged the current JEA cost plus an inventory handling fee.

2.13.6. DISPOSITION OF SALVABLE MATERIAL

All material to be removed from the Work Location, relocated or salvaged, shall be inspected by the JEA Engineer immediately prior to removal, and the JEA Engineer's decision as to whether it can be salvaged shall be final. Such material that is salvable, in the opinion of the JEA Engineer, shall be stored at the Work Location on-site by the Company, as and where directed by the JEA Engineer, or delivered to a location as directed. Under no circumstances may existing structures, plant or facilities be removed or demolished without obtaining prior written approval from the JEA Engineer.

2.13.7. EMERGENCY EVENTS

In the event that a system-wide emergency arises during the Term for which JEA requires assistance from the Company including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Company acknowledges the importance of JEA infrastructure and agrees to support, with all its resources, skills and capabilities, and the maximum extent possible, all restoration efforts of JEA. The Contract Administrator shall notify the Company when an emergency event occurs and the Company agrees to mobilize its full resources immediately. In the event conditions are such that an emergency event is likely in progress, but the Company has not been notified by the Contract Administrator, the Company shall make all efforts to contact a JEA Representative to determine if and how it should respond. JEA agrees to reimburse the Company for its actual costs incurred as a result of supporting JEA during the emergency event, plus overhead and profit, not to exceed twelve percent (12%) of such costs.

2.13.8. EMERGENCY PROCEDURES

In emergencies affecting the safety of persons, the Work or property at the Work Location or any other area adjacent thereto, the Company, without special instructions or authorization from JEA Representatives, is obligated to act to its best ability to prevent threatened damage, injury or loss to the Work, any persons, or property. The Company shall

give the Contract Administrator prompt written notice describing the emergency, its cause, actions taken, injuries and casualties, property damage, other damages, and impact on continued performance under this Contract.

2.13.9. ENCROACHMENTS ON RIGHTS OR PROPERTY

The Company shall be solely responsible for any encroachments on public property or on the rights or property of adjoining property owners to the Work Location, and shall hold JEA harmless because of any encroachments that may result because of the Company's improper layout. In this regard, the Company shall, without extra cost to JEA, remove any Work or portion of any Work that encroaches on the property other than that of the Work Location, or that is built beyond legal building or setback limits. The Company shall rebuild the affected Work or portion of Work at the proper location and in full compliance with the Contract Documents.

2.13.10. REMOVAL OF WORK

The Company shall not sell, assign, mortgage, hypothecate or remove Work that has been delivered to or installed at the Work Location.

2.13.11. APPLICABLE STANDARDS AND CODES

The latest rules and regulations of the following organizations shall be considered a part of these Contract Documents. The Company shall perform all Work in strict accordance with applicable provisions thereof:

Institute of Electronic and Electrical Engineers (IEEE), Edison Electric Institute (EEI), National Electrical Manufacturer's Assoc. (NEMA), American Concrete Institute (ACI), American National Standards Institute (ANSI), National Electric Safety Code (NESC).

2.13.12. FREE AND CLEAR TITLE

The Company warrants that it has title to all equipment and materials furnished under the Contract where title will pass to JEA, and that the equipment and materials passed to JEA are free and clear of all liens, claims, security interests and encumbrances.

2.13.13. INSPECTIONS AND TESTING

JEA, or its designated representatives, will perform inspections at the Company facilities during normal business hours and in a manner that minimizes disruption to the normal day-to-day work activities of the Company. Company shall provide safe and proper facilities for inspection access and observation of the Work and also for any inspection or testing by others.

If the Company has covered or concealed any Work from inspection in any way that the JEA Representative has not specifically requested prior to the JEA Representative’s inspection, or if the JEA Representative considers it necessary or advisable that covered Work be inspected or tested by others, the Company, at the JEA Representative's request, shall uncover, expose or otherwise make available the portion of the Work in question for observation, inspection or testing as the JEA Representative may require. The Company shall furnish all necessary labor, material and equipment to make such Work available.

If such Work is defective, the Company shall bear all expenses of uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including, but not limited to, compensation for additional professional services required by JEA, and no change in Contract Time will be considered as a result of the foregoing.

If such Work is not defective, JEA will reimburse the Company for actual time, material, and equipment costs for uncovering and reconstruction of the portion of the Work in question. JEA may also, at its sole discretion, grant the

Company an extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

All materials and equipment used in the construction of the Contract shall be subject to adequate inspection and testing in accordance with accepted standards. The Company shall select the laboratory or inspection agency for making all tests required by the specifications, and shall pay for this laboratory service direct, as a part of this Contract.

The Company shall pay for all required testing of materials and equipment. Two (2) copies of each test showing certification of each test shall be furnished to the JEA Engineer immediately after such test has been made and with the exception of concrete, prior to delivery of the materials or equipment tested to the Work Location. JEA will not accept the materials or equipment until tests have been approved.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. Test requirements for all materials are set out in the detailed specifications for that particular material. All materials and equipment prior to being incorporated in the Work, and required by the JEA Engineer to be tested, shall be tested for conformance with contractual requirements. Standard items of a uniform nature may be accepted on the manufacturer's certification. Where specific performance and/or quality is referred to, it is the Company's responsibility to have the necessary tests performed by qualified persons to show that the contractual requirements are being met except those tests named in the Contact Documents to be performed by JEA. Certified test results shall be submitted promptly in quadruplicate to the JEA Engineer for review. All tests shall be performed in accordance with referenced standards. Where no reference is made, tests shall be performed in accordance with the methods prescribed by the American Society for Testing and Materials or such other organization as would be applicable.

The Company shall pay for any retests resulting from its failure to provide Work that passes required tests.

The JEA Engineer may appoint JEA Inspectors to inspect any and all materials and Work. Such inspection may extend to any or all parts of the Work and to the preparation and manufacture of the materials to be used. The JEA Inspectors shall not be authorized to alter, revoke, enlarge or relax the provisions of the Contract, nor will they be authorized to approve or accept any portion of the completed Work, nor to issue instructions contrary to the Contract. The JEA Inspector shall inform the JEA Engineer of the progress of the Work and the manner in which it is being done, and notify the Company of any infringement upon the Contract Documents. The JEA Inspector will have the authority to reject defective materials or to suspend any Work that is being improperly done subject to the final decision of the JEA Engineer.

2.13.14. INTERFERENCE WITH EXISTING UTILITIES

The Company acknowledges and agrees that there is a possibility that existing JEA or other utility facilities may cross and/or lie parallel to excavations in the area where Work will occur. Although JEA may indicate recorded obstacles on the drawings, it does not warrant that other subsurface obstacles do not exist. The Company shall be responsible for verifying the data furnished by JEA and for fully investigating and locating additional obstructions including every type below, on or above the ground. The Company should regard these impediments as normal to construction. All costs for performing such work shall not be paid for separately, but shall be included in the Company's costs on the Bid Document.

The Company shall comply with all requirements of the Sunshine State One-Call program.

In the event the Company encounters an unidentified utility during performance of the Work, the Company shall promptly cease Work in the affected area and shall immediately notify the JEA Representative in writing. JEA will

investigate the area and propose remedial actions in accordance with the provisions stated herein in "Changes to the Work".

The Company shall work in cooperation with JEA and representatives of existing utilities to plan and coordinate putting new Work into service so as not to interfere with the operation of the existing utilities. Such plans shall be adhered to unless deviations therefrom are expressly permitted in writing by the Contract Administrator.

The Company shall at all times conduct the Work in a manner that interferes as little as possible with the existing utilities. Any cables exposed during construction, whether energized or not, must be handled and protected as if they are energized. The Company shall so conduct its operations and maintain the Work in such condition that adequate drainage shall be in effect at all times. The Company shall not obstruct existing gutters, ditches and other runoff facilities. When working in the vicinity of overhead lines, the Company shall request line rubber protection from JEA at least ten (10) days in advance of performing the work.

The Company shall be solely responsible for any damages, interferences, and interruptions of service caused to any utility's assets and services including water, sewer, electric, telephone, gas, cable, and other utility services, that result from the Company's failure to fulfill the above stated requirements.

In the event the Company damages an existing utility, the Company shall immediately notify the property owner, the owner of the damaged utility and the JEA Representative. Should the damage cause an interruption of service, the Company shall be responsible for restoring service as soon as possible; however, the Company shall not make repairs, other than any required to restore safe conditions, without the approval of the property owner, or the owner of the damaged utility. The Company shall be responsible for coordinating any repair effort, and any associated costs should the utility owner or a licensed repair contractor be required to make the repair. JEA reserves the right to deduct any unsettled claim amount from Company's invoices until such time as the claim is satisfactorily resolved.

2.13.15. INTERFERENCE WITH OTHER JEA WORK OR OTHER COMPANIES

The Company shall perform the Work in a manner that minimizes the interference with other JEA work, City of Jacksonville work, or with work performed by other companies. The Company shall coordinate the Work with other persons and companies employed by JEA. If a difference of opinion regarding scheduling or coordination of the Work arises between the Company and another JEA contractor(s) performing work at the Work Location, JEA may arbitrate the matter. In such cases where JEA makes a decision regarding the scheduling or coordination of the work, the Company agrees to fully abide by JEA's decision. Unless otherwise agreed in writing by JEA, JEA will not be responsible for additional costs.

Any claims arising against the Company from damages to other companies' work, equipment, machinery, tools or other property shall be settled directly between the Company and the other companies involved. JEA will not, in any way, be a party to arbitrating or mediating any such disputes, nor shall JEA be responsible for any costs associated with such disputes.

2.13.16. MATERIAL DELIVERED TO COMPANY SITES

The Company shall be responsible for all unloading, handling and storage of Work-related materials at the Work Location. Where the Company is to use a JEA-designated supplier to deliver materials to the Work Location, JEA will provide the Company, upon request, with contact names and information, along with required material lead-times. The Company is solely responsible for taking into account required material lead-times when planning its performance of the Work, and for communication and coordination of materials delivered to the Work Location by JEA suppliers. The Company shall be responsible for any additional delivery costs charged by the JEA material supplier for any Company delays.

If, for any reason, the Company is unable to receive, unload, handle or store materials it has ordered or caused to be ordered, the Company shall be responsible for any and all additional costs incurred by JEA for unloading, handling, storing, or additional shipping costs. In such cases where JEA is receiving items when the Company is unable to, such receipt does not indicate JEA's Acceptance of items.

2.13.17. MATERIAL DELIVERY LOCATIONS

The Company shall notify, in writing, the Contract Administrator of all planned material delivery/receiving locations. Such notification shall be prior to initiation of shipment. The Contract Administrator will provide the Company with specific written approval for each delivery/receipt location, which will not be unreasonably withheld. Where the Contract Administrator disapproves a proposed location, the Company shall propose alternate locations and obtain the Contract Administrator's written approval for any proposed alternate location. The Company understands and agrees that it shall not seek additional monies to compensate for any costs associated with changes or denials of proposed delivery/receipt locations regardless of circumstances

2.13.18. OBLIGATIONS OF THE COMPANY

The Company shall provide everything necessary to successfully complete the Work except the materials and services specifically stated in the Contract to be provided by JEA. No payments, other than those shown in the Bid Documents, will be made to the Company for performance of any requirements of the Contract Documents. The Company shall perform all Work in accordance with the Contract Documents and the applicable JEA standards manuals, safety manuals, policies, accepted commercial work practices, local, state, and federal, rules regulations and laws which may be amended from time to time. The Company shall provide all permits, certifications, insurances, and bonds necessary or required by good practice, except where specifically stated in the Contract to be provided by JEA.

The Company's personnel shall perform all Work in a professional, efficient, and competent manner. The Company is obligated to provide personnel possessing the skills, certifications, licenses, training, tools, demeanor, motivation, and attitude to successfully complete the Work. The Company is obligated to remove individuals from performing Work under this Contract when the Company recognizes an individual to not be working in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined an individual or group of individuals to not be working in a manner consistent with the requirements of this Contract. The Company is obligated to ensure that their officers and executives interact with JEA, JEA customers, whether direct or indirect customers of JEA, with the utmost level of professionalism and integrity.

In the event the Contractor chooses to use Subcontractors, the Contractor is obligated to provide Subcontractors possessing the skills, certifications, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Contractor is obligated to remove Subcontractors from performing Work under this Contract when the Contractor recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Contractor that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

The Contractor is obligated to ensure that sufficient supervision of the Work is provided. This includes ensuring that the Contractor Supervisor is at the Work Location when Work is being performed.

The Contractor shall bear sole responsibility for the efficiency, adequacy and safety of the performance of the Work, including temporary Work and facilities, until Acceptance. The Contractor shall be solely responsible for any loss or damage to materials, tools, labor, and equipment used during the performance of, or in connection with, the Work. Any JEA comments or approval regarding the Contractor's performance, materials, working force, or equipment will not relieve the Contractor of any responsibility.

2.13.19. PROTECTION OF EXISTING FACILITIES AND GROUNDS

The Company shall be responsible for protecting all the existing facilities including, but not limited to, buildings, lawns, landscaping, sprinkler systems, and pavements, both public and private, that are encountered during the performance of the Work. At all times, the Company shall cooperate with the owners of such facilities by arranging and performing the Work in and around such facilities in a manner that facilitates their preservation, relocation, and/or reconstruction. The Company shall be responsible for the full restoration or replacement if the Company damages such facilities during or resulting from performance of the Work.

The Company shall verify the existing dimensions and clearances before laying out the Work. When the Work involves the laying of utility lines across landscaped areas and grassed areas, which may include, but is not limited to, irrigation systems, streets, sidewalks, and other paved areas, the Company shall protect and preserve all trees, shrubs, palms, landscaping, etc., and restore such areas and all paved areas to their original sound conditions using construction techniques and materials that are the same as existing including replacing plants and trees with those of similar size and age. In the case of planted areas, the Company shall maintain the restoration Work until positive growth has been acknowledged in writing by the Contract Administrator.

All costs for such restoration and replacement work shall be included in the associated lines on the Bid Documents.

The Company shall not (except upon written consent from the property owner and Contract Administrator) enter or occupy with workers, tools, equipment or vehicles any land outside the permitted easements, right-of-ways, JEA property or the City of Jacksonville property.

2.13.20. QUALITY CONTROL AND QUALITY ASSURANCE

The Company shall provide Quality Control to ensure the Work is performed in accordance with the Contract. Quality Control shall be appropriate for the nature of the Work, and shall be conducted in a manner consistent with sound quality management and industrial engineering principles. The Company shall have only personnel trained in Quality Control techniques and experienced with the nature of the Work perform the Quality Control function.

JEA may perform Quality Assurance activities. Such activities, whether performed or not, do not in any way limit or reduce the Company's requirements. JEA may become aware of quality related problems during its performance of Quality Assurance, but has no obligation to notify the Company of its findings. The Company shall provide access to all areas of Work, including the Company's facilities, for JEA Quality Assurance personnel and JEA Representatives. JEA will conduct Quality Assurance activities so as not to excessively interfere with the Work, however, where JEA Quality Assurance personnel request specific actions of the Company, the Company shall comply with the request and agrees that such compliance is included as part of its Contract Price.

2.13.21. SAFETY AND PROTECTION PRECAUTIONS (CONSTRUCTION)

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including, but not limited to, JEA's Contractor Safety Management Process (available at JEA.com), and orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this Section e is grounds for an immediate termination of the Contract for default, with no requirement for JEA to provide Company with advanced notice and opportunity to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

The Company shall only use those Subcontractors who have met JEA Safety Prequalification requirements in the JEA Contractor Safety Management Process. The Company shall ensure that Subcontractors and their personnel have all the necessary personal protective equipment and training needed to perform the Work safely.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's Work to be unsafe or a risk to person or property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company also understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's representative responsible for the prevention of accidents.

If the nature of the Work requires, the Company shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

2.13.22. SAFETY REPRESENTATION

The Company represents and warrants to JEA that it has the capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents. The Company shall be responsible for executing the necessary safety training and supervision of its employees and Subcontractors, and acknowledges that JEA is not responsible for training or supervising the Company's employees, except when noted for the purpose of enforcing compliance with these safety requirements.

2.13.23. SHIPPING - FOB DESTINATION

Items are purchased F.O.B. destination. The Company shall ensure the following:

- Pack and mark the shipment to comply with the Contract Documents; or in the absence of specifications in the Contract Documents, prepare the shipment in conformance with carrier requirements;
- Prepare and distribute commercial bills of lading;
- Deliver the shipment in good order and condition to the point of delivery specified in the Contract;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by JEA Representative at the delivery point specified in the Contract;
- Be responsible for obtaining any permits required for transportation to the installation site;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified point of delivery.

2.13.24. SHOP DRAWINGS

The Company shall promptly submit all required Shop Drawings in accordance with the provisions provided herein. JEA will not grant an extension of Contract Time due to the Company's failure to submit Shop Drawings in ample time to allow for checking, revisions, reviews, and approval.

A letter of transmittal and four copies of each shop drawing shall accompany each submittal. Shop drawings shall be forwarded to the JEA Engineer. Each drawing shall be listed separately on the letter. The Company shall also note distinctively on the transmittal letter any deviations that the Shop Drawings may have from the requirements of the Contract Documents.

The JEA Engineer's approval of Shop Drawings shall not be construed as a complete check, nor shall it relieve the Company from responsibility for any deficiency that may exist, or from any departures or deviations from the requirements of the Contract unless the Company has, in writing, called the JEA Engineer's attention to such

deviations at the time of submission and obtained written approval for the deviation. The JEA Engineer's approval shall not relieve the Company from the responsibility for errors of any sort in Shop Drawings or schedules, nor from responsibility for proper fitting of the Work, nor from the necessity of furnishing any Work, materials, equipment or tools, required by the Contract Documents that may not be indicated on Shop Drawings when approved. The Company shall be solely responsible for all quantities and dimensions shown on the Shop Drawings. The Company shall not execute any Work until the JEA Engineer approves the Shop Drawings and a copy stamped "Approved" is at the Work Location. The Company shall, at no extra cost to JEA, make all changes and alterations whatsoever in Work performed or in subcontracts or orders placed prior to the approval of any and all Shop Drawings.

The Company shall allow a minimum of fourteen (14) days for the review of Shop Drawings. This shall be the period for new Shop Drawings and Shop Drawings that are revised and resubmitted.

As used herein, the term "manufactured" applies to standard units usually mass produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall establish the actual details of all manufactured or fabricated items; indicate proper relation to adjoining Work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions.

Shop drawings shall be complete in every detail, properly identified with the Contract name, Contract and subsection number for identification of each item, and state the qualifications, departures or deviations from the Contract, if any. Shop drawings for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Each drawing shall have a clear space above the title block in the lower right-hand corner for the approval stamps of the Company and the JEA Engineer.

If the materials are not listed in JEA's Approved Materials Manual, then prior to purchase of material or fabrication, the Company shall forward to the JEA Engineer for review, five (5) sets of each shop drawing plus the number of prints it desires returned.

In checking the Shop Drawings, the Company shall verify all dimensions and field conditions and shall check and coordinate the Shop Drawings of any section or trade with the requirements of all other sections or trades whose Work is related thereto, as required for proper and complete installation of the Work. All rough-in and connections for utilities shall conform to approved equipment Shop Drawings.

The JEA Engineer will review the Shop Drawings and will return them to the Company stamped to indicate the action taken. The stamp will indicate that the shop drawing is "Approved", "Approved as Noted", "Returned for Correction", or "Disapproved". Only those Shop Drawings stamped "Returned for Correction" or "Disapproved" shall be resubmitted for subsequent review. Resubmittals shall be in the same form and number of copies as original submittals, with notation indicating a revised submittal. The Shop Drawings stamped "Approved" or "Approved as Noted" will be returned to the Company, who will be responsible for obtaining prints thereof and distributing them to the field and Subcontractors.

At the same time the JEA Engineer returns a reviewed submittal to the Company, it will forward two (2) copies of each item stamped "Approved" or "Approved as Noted" together with any conditions of approval, to JEA for field and office use. The JEA Engineer may revoke approval of Shop Drawings, should field conditions so dictate.

2.13.25. STORAGE OF EQUIPMENT

The Company shall be responsible for all storage of materials, equipment, vehicles, tools, and all other items associated with the Work. Such storage shall comply with applicable regulations appropriate for the items being stored to ensure suitable care for items and protection from theft, vandalism, or inappropriate use. The Company is solely

responsible for the costs for such storage, unless otherwise indicated in the Contract Documents, and any costs associated with noncompliant storage including, but not limited to, loss and damage to items. In the event that JEA directs the Company to stop the Work, costs associated with storing equipment or materials will be compensated in accordance with the Contract Documents. The Company shall ensure that JEA Representatives have access to Work-related storage on an as needed basis during regular work hours and Overtime.

2.13.26. STORM PREPAREDNESS

In the event of a Hurricane Warning, Tropical Storm Warning, or other large storm affecting the Work Location, the Company shall secure, or shall remove and store all equipment and materials at the Work Location including, but not limited to, cones, barricades, lights and signs. The Company shall begin taking such precautions as necessary to secure the Work Location upon official issuance of mandatory evacuation of the area of the Work Location and no later than 24 hours prior to predicted arrival of tropical storm or hurricane force winds, or when notified by a JEA Representative to do so. These activities are considered a regular part of the Work, regardless of the frequency they are required.

2.13.27. SUBSTITUTIONS

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required.

Materials or equipment of other suppliers may be accepted by the JEA Engineer if sufficient information is submitted by the Company to allow the JEA Engineer to determine that the material or equipment proposed is equivalent or equal to that named.

The Company shall make written application to the JEA Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified.

The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice the Company's completion of the Work within the time prescribed by the Contract, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other Contract directly with JEA for Work on the Contract) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fees, royalties, permits or any other costs.

All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated.

The application shall also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Companies affected by the resulting change, all of which shall be considered by the JEA Engineer in evaluating the proposed substitute.

Requests for review of substitute items of material and equipment will not be accepted by the JEA Engineer from anyone other than the Company.

The JEA Engineer may require the Company to furnish, at the Company's expense, additional data about the proposed substitute.

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract, the Company may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the JEA Engineer, if the Company submits sufficient information to allow the JEA Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract.

The JEA Engineer will be allowed a reasonable time within which to evaluate each proposed substitute; such time shall not be deemed justification for an extension of the Company's time for completion of the Contract.

The JEA Engineer will be the sole judge of acceptability, and no substitute shall be ordered, installed or utilized without the JEA Engineer's prior written notice, which shall be evidenced by either a Change Order or an approved shop drawing.

JEA may require reimbursement for the costs associated with JEA's evaluation of substitutions.

JEA may require the Company to furnish, at the Company's expense, a special performance guarantee bonds or other surety with respect to any substitution.

2.13.28. TOOLS AND EQUIPMENT

All tools and equipment used in the performance of the Work shall be used as intended by the manufacturer and in accordance with manufacturer operating manuals and industry practices, whichever is more stringent. The Company shall ensure that all tools and equipment used in the performance of the Work shall be of the size and quality suitable for safe and efficient performance of the Work. If the Company-provided tools and equipment do not meet these requirements, or if in the sole opinion of JEA formed after considering relevant factors, the tools or equipment are inappropriate for performance of the Work, the Company agrees to remove the unacceptable tools and equipment and obtain tools and equipment JEA considers suitable. Such replacement shall be entirely at the Company's expense, and no change to time prescribed by the Contract will be allowed.

The Company is responsible for furnishing and the security of any and all tools and equipment required to perform the Work.

2.13.29. WEATHER PROTECTION

The Company shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the Work against weather conditions and for handling all storm, flood and ground water, sewage, or other seepage, that may be encountered during the performance of the Contract. The Company shall provide for such contingencies and for carrying on the Work in freezing weather by methods that meet with the approval of the JEA Engineer. If the Company fails to provide such protection, or in the event of an emergency, JEA may provide such protection at the Company's expense.

2.13.30. WORK INFORMATION

In the event the Company requires additional information regarding the scope, technical specifications, Work Locations, personnel requirements, or other information pertinent to the Work or Contract, the Company shall request such information or clarifications from the Contract Administrator in writing. Within the bounds of the JEA Representative's authority, JEA Representatives may provide requested information to the Company.

2.13.31. WORK LOCATION CLEANLINESS

The Company shall, at all times, keep the Work Location free from an accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, the Company shall remove all waste materials and any rubbish from and about the project, as well as any tools, construction equipment, machinery and surplus materials. If

the Company fails to clean up at the completion of the Work, JEA may do so and charge the cost thereof to the Company.

2.13.32. WORKMANSHIP

The Company shall perform all Work in a safe and professional manner, so as to render a neat and uniform appearance. The Company shall handle all material in such a way as to preserve its finish and protective coatings from damage. General arrangement shall be in accordance with JEA Distribution Construction Standards and shall be satisfactory to the Contract Administrator.

2.13.33. COMPLIANCE WITH REFERENCED SPECIFICATIONS

All Work, materials, systems or operations specified by reference to standard trade specifications or to manufacturer's published specifications shall comply with the requirements of the referenced specifications, except as modified by the requirements of the Contract Documents. The referenced specification used shall be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In case of a conflict, the specifications that contain the more stringent requirements will govern.

2.13.34. AS-BUILT DRAWINGS

The Company shall furnish as-built drawings that depict, if applicable, any changes to the Work. The as-built drawings shall also include the required ground ohm readings and the number of ground rods driven at each station.

The validity and verity of the as-built drawings shall be reviewed at a post-construction meeting, which will include the JEA Engineer, JEA Inspector and the Company, within one (1) week of completion of the Work. The JEA Inspector will approve or reject the as-built drawings at this meeting.

At the post-construction meeting, a JEA Representative may accomplish an infrared camera inspection of the Work performed by the Company. The Company shall replace any workmanship found to be defective.

2.13.35. COMPANY'S KNOWLEDGE OF THE WORK

The Company represents that its total Bid Price and the detailed schedule for the execution of the Work are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

2.13.36. CONTRACTOR'S PLANS AND SPECIFICATIONS

All plans and specifications that the Contractor provides for any building, structure, system or equipment where required by federal, state, local laws and regulation as part of the Work shall bear the seal of a professional engineer duly registered in the State of Florida at no cost to JEA.

2.14. STANDARD REQUIREMENTS FOR CONSTRUCTION

2.14.1. PROTECTION OF THE ENVIRONMENT

The Company and its Subcontractors shall comply with all applicable laws, rules and regulations including, but not limited to, all Environmental Regulations.

A. Asbestos, Lead, or Toxic Mold Notification:

Asbestos, Lead, or Toxic Mold may be present at the Work Location. The Company shall notify the Contract Administrator immediately upon discovery of asbestos, lead, toxic mold. The Company shall not disturb or remove known or discovered asbestos, lead, or toxic mold unless directed by the JEA Representative.

B. Hazardous Materials:
The Company shall bear full responsibility including, but not limited to, payment and liability for the transportation, use, recycling, and disposal of any Hazardous Materials under the Company's control during the performance of the Work. Disposal or recycling of Hazardous Materials shall only be performed at JEA approved facilities. The Company shall provide JEA with appropriate documentation showing proper disposal or recycling of its Hazardous Materials.

The Company shall notify the Contract Administrator in writing of the type, quantity and disposal or recycling method of any hazardous material used during the performance of the Work. The Company shall be solely responsible for the use and disposal or recycling of any such materials. The Company shall submit cleanup procedures to the JEA Representative for review and written approval prior to the use of the hazardous material. In the event that a hazardous material escapes into the environment, the Company shall immediately notify the Contract Administrator in writing of the occurrence and the actions taken. In the event that the Company encounters hazardous materials in the course of construction, the Company shall immediately notify the Contract Administrator verbally, with a written notification to follow. The Contract Administrator shall arrange for disposal by JEA.

JEA has identified and labeled equipment known to contain PCBs. JEA will remove and transport any equipment so identified. The Company shall not remove or transport any equipment containing PCBs. The Company shall immediately notify the JEA Representative of any questionable or unmarked equipment, and the JEA Representative will arrange for testing and identification.

C. Waste Management:
The Company will be solely responsible for the proper management of all waste material, including but not limited to, paints, lubricants, fuels, solvents, drilling mud and materials, construction and demolition debris, used oil and oily waste, land clearing debris, universal waste (mercury containing lamps and devices, batteries, etc.) and other chemicals and hazardous materials used in connection with or generated during the Work, except as specified above. The Company will provide proper containers for waste materials and comply with all applicable laws, rules and regulations in their disposal or recycling. The Company will dispose of or recycle all empty containers off-site as soon as possible.

D. Wetlands:
The Company understands and agrees that the Work Location may include wetlands or other environmentally sensitive areas. The Company shall not enter these areas during the performance of its Work, unless specifically authorized by the Contract Administrator and appropriate state and federal permits have been obtained.

E. Wildlife:
The Company and/or Subcontractor's employees shall not endanger wildlife species or domestic animals of any kind.

F. Violation of Environmental Laws and Permits:
The Company shall immediately cease any activity that causes or results in a violation of JEA's or Company's environmental permits or federal, state and local laws and regulations. Such violation shall immediately be reported to the Contract Administrator verbally, with written notification to follow. All additional costs due to the Company's noncompliance with the applicable environmental permits or Environmental Regulations shall be paid by the Company.

2.15. VENDOR PERFORMANCE EVALUATION

2.15.1. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available online at JEA.com.

Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecards in accordance with the procedures described herein at any time during performance of the Work or soon after the completion of the Work. JEA may conduct one (1) or more evaluations determined solely at the discretion of JEA.

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- Within thirty (30) days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have fifteen (15) days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the fifteen (15) day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.
- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of

receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.

- If the Company receives five (5) or more letters of deficiency within any twelve (12) month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance
JEA expects the Company's performance to be at a minimum Acceptable.

Disputes
In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than ten (10) days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final. If the Company is to be suspended from consideration for future Award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Procurement Code.

Public Records
There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of JEA.

2.16. JEA RESPONSIBILITIES

2.16.1. ACCESS TO THE WORK LOCATIONS

JEA will provide, as indicated in the Contract Documents, and no later than the date when needed by the Company, access to the Work Location, including rights-of-way or access thereto, and such other lands that are designated for the Company's use. JEA will secure easements for permanent structures or permanent changes in existing facilities, unless otherwise specified in the Contract Documents.

2.17. CHANGES IN THE WORK, CONTRACT TIME OR PRICE

2.17.1. AMENDMENTS

This Contract may not be altered or amended except in writing, signed by JEA Chief Procurement Officer, or designee, and the Company Representative, or each of their duly authorized representatives.

2.17.2. FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time

reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

2.17.3. QUANTITIES

Where the total Bid Price was based on estimated quantities, prior to making final payment, JEA will determine actual quantities using sampling, surveying and other industry recognized means and prepare a Change Order adjusting the Contract Price to reflect actual volumes.

The Company shall immediately notify the JEA Contract Administrator in writing of any unauthorized change in the scope of the Work or significant change in the quantities of the Work that may increase the Contract Price, require an extension of Work schedule, or negatively impact permitting or other regulatory requirements.

2.17.4. USE OF THE SUPPLEMENTAL WORK AUTHORIZATION (SWA)

The JEA Representative will issue a written SWA to incorporate cost or schedule changes into the Contract. Issuance of an SWA is solely at the discretion of the JEA Representative. The SWA shall be used for increases or decreases in the Contract price, within the SWA amount set forth in the Bid, or to make changes in schedule for performance of the Work. An SWA shall authorize the Company to perform changes in the Work. The Company shall not start on SWA work until the Company receives a fully authorized, written SWA form, signed by the appropriate JEA personnel - the Company shall not consider verbal statements as authorization to proceed with the changes. The Company should not expect that any SWAs will be issued. JEA shall have no obligation to pay for SWA work unless the same is performed pursuant to a written SWA form signed before the SWA work is commenced.

2.17.5. WHEN SWA EFFECTIVE

The Company shall not start on SWA work until the Company receives a fully authorized, written SWA form, signed by the appropriate JEA personnel. The Company shall not consider verbal statements as authorization to proceed with the changes. An SWA shall authorize the Company to perform changes in the Work. JEA shall have no obligation to pay for SWA work unless the same is performed pursuant to a written SWA form signed before the SWA work is commenced.

In determining costs for Work associated with any Change Order or an SWA, the following methods may be used:

1. Agreed Upon Lump Sum Method

a. The Company and the JEA Representative shall mutually agree to the pricing of a change order or an SWA. Any negotiated increase or decrease in the Contract Price shall be based on the Company's costs for labor, materials and supplies directly applicable to the increase or decrease plus 10% thereof for Company's supervision, overhead, bonds and profit. For any negotiated increase or decrease, the Company will provide a complete detailed breakdown for all labor, material, and equipment, etc. associated with the change. The detailed breakdown shall include applicable labor rates for all trades used, equipment rates, labor and equipment hours. A lump sum figure submitted with no breakdown will be returned to the Company without review.

b. Where the work is covered by established Unit Prices contained in the Contract, and JEA agrees that the Unit Price in the Contract is a fair and reasonable price, the Unit Price will be applied to the quantity of work. In the event that

JEA does not agree that the Unit Price in the Contract is a fair and reasonable price, a negotiated price will be applied to the quantity of work at the discretion of the JEA.

2. Cost Reimbursable (Time and Materials) Method

a. Whenever the Company and the JEA are unable to agree on costs for an increase in the Work, JEA or JEA Representative shall order the Company to proceed with the Work on a cost reimbursable (time and material) basis. JEA will pay the Company for the SWA work in the manner hereinafter described, and the compensation thus provided shall constitute full payment for said work. JEA shall issue the SWA for the Company to perform the specific work with payment determined as follows:

b. For materials purchased by the Company and used in the work, the Company shall be paid the actual cost of such materials, including sales taxes if required, and freight and delivery charges as shown by original receipted bills. A mark-up amount equal to 10% of the sum thereof shall be added to this cost. JEA reserves the right to select and approve, or to reject the materials to be used and the sources of supply of any materials furnished by the Company.

c. The Company will be paid the cost of wages for all labor that is engaged in the Work, plus the actual cost chargeable to the Work for workers compensation insurance, social security taxes, unemployment compensation insurance and such additional amounts as are paid by the Company. A total mark-up shall be added equal to 10% of wages and other cost listed above. In evidence of the costs of labor the Company shall provide a certified statement of wages actually paid, together with copies of supporting payrolls. Wage rates used in determining the amount of the payment will be the actual wage rates paid by the Company for Work under this Contract, except that no rate used shall exceed the rate of comparable labor currently employed on the project.

d. Payment for the services of foremen in direct charge of the specific operation will be made. Payment for the service of superintendents, timekeepers or other overhead personnel will not be made nor will payment for the services of watchmen be made unless required specifically by the SWA Work. The actual function performed by an employee rather than its payroll title will be the criterion used in determining the eligibility of an employee's services for payment under this provision.

e. The types and amounts of equipment and machinery used by the Company in carrying out its work under the SWA shall be made in keeping with normal practice for work of similar nature. JEA may, at its discretion, limit by specific instruction the types and amounts of equipment and machinery to be used. For all equipment and machinery used in the SWA work, JEA will pay the lowest of the following options to which no mark-up percentages will be added (note that these options apply to rented or contractor owned equipment):

80% of the rental value as set forth in the Blue Book value, or

Actual cost, or

Current local equipment rental company quote as produced by JEA.

In computing the hourly rental of such equipment, the following applies:

The lowest calculated hourly equipment rental rate shall be used based on the duration that the equipment is at the site and/or the actual cost the Company is paying. For example, if the equipment used has been on the project for more than one month, then the hourly rate used shall be derived/calculated from the monthly equipment rate.

Less than 30 minutes shall be considered 1/2 hour except when the minimum rental time to be paid is one hour.

Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment to be paid for shall be the time the equipment is in operation on the SWA work being performed. The Company shall be reimbursed for the time required to move the equipment to the Work, and return it to its original location, only if the Company is charged this cost by the renting agency. Excess rental time of equipment due to inefficient work practices will not be reimbursed. Actual costs must be supported by invoices or other similar documentation provided by the Company.

f. No payment will be allowed for the use of small tools and minor items of equipment, which, as used herein, are defined as individual tools or pieces of equipment having a replacement value of $500.00 or less.

g. The Company and JEA Representative shall compare records of the Work performed on a Cost Reimbursable basis at the end of each day. These records shall be prepared by the Company and shall be signed by both JEA and the Company Representative. A copy of these records shall be submitted to JEA with the invoice for the work.

h. Payment for cost reimbursable SWA work will be included in monthly progress payments.

i. The Company's Subcontractors will be allowed a 10% mark-up on Work performed by their own forces. The Company will be allowed a 5% mark-up on the Subcontractor's costs (i.e. labor and materials) only, no mark-up on the Subcontractor's profit.

j. Subcontractor's costs in excess of fifty thousand dollars ($50,000) shall be justified for competitiveness through the submission of at least 3 bids or proposals for the work, or other cost justification satisfactory to JEA.

2.17.6. INITIATION OF A CHANGE BY COMPANY

To request any change in the Work including, but not limited to, changes in scope, quantities, price, or schedule, the Company shall submit a written request in the form of a Request for Information ("RFI") to the JEA Representative within ten (10) working days of the date that the event that prompted the change was discovered or should have been discovered. The RFI shall contain sufficient information regarding the nature of the requested change, including an itemized estimate of cost, either positive or negative, in relation to the change, and any effect on contract time which is related to the changed condition, and work descriptions and other information necessary to evaluate the merits of the change. The JEA Representative may reject RFI's which do not provide sufficient supporting information. Upon receipt of the Company's RFI, the JEA Representative will provide written direction as to the procedures that will be used to address the request. JEA shall have the right to approve or disapprove any RFI, request or claim for change as it deems necessary and in its best interests consistent with the other Contract requirements. Where JEA and the Company are unable to reach a mutually acceptable resolution for the RFI, JEA will make a commercially reasonable determination, made in accordance with JEA's Procurement Code, which shall be final.

2.17.7. INITIATION OF A CHANGE BY JEA

When it is in JEA's best interest, the JEA Representative may request that the Company provide pricing information to accommodate a requested change in the Work, including a change to the scope of Work, quantity, schedule or completion date. Upon the written request by JEA, the Company shall submit a cost estimate, including all pricing elements requested by JEA. The Company shall not proceed with any changes to the Work until such change is authorized in writing.

2.17.8. NO DAMAGE FOR DELAY

Damage, loss, expense or delay incurred or experienced by the Company in the prosecution of the Work by reason of unforeseen circumstances, unanticipated difficulties and obstructions, bad weather, or other mischances that are

generally considered to be a part of the usual hazards associated with Work, shall be borne entirely by the Company and shall not be the subject of any claim for additional compensation or change in Approved Schedule.

The Company agrees that its sole remedy for any claims, damages or losses related to any delay, disruption or hindrance alleged to be caused by JEA or any of JEA's agents or other contractors, shall be an extension of the Contract completion date.

Any demand for equitable time adjustment must be served in writing to JEA within five (5) days of the event giving rise to the delay, disruption or hindrance. Any request for an equitable time adjustment shall be accompanied by a logical time impact analysis, demonstrating the nature and magnitude of the event to the critical path.

Failure to strictly comply with these requirements shall be deemed a waiver of any right to seek equitable time adjustment.

In the event the "no damage for delay" clause is inapplicable, there shall be no recovery for home office overhead and any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

2.17.9. CHANGE IN THE WORK

To request or claim any change in the Work including, but not limited to change in scope, quantities, pricing, or schedules, the Company shall submit a letter to the Contract Administrator stating such request or claim. JEA shall have the right to approve or disapprove any request or claim for change as it deems necessary and in its best interests consistent with the other Contract requirements. Whether requested by the Company, claimed by the Company, or contemplated by JEA, no change shall be authorized unless made on a JEA Change Order signed by the Contract Administrator or through a formal written amendment to this Contract.

In the event of an emergency endangering life or property where it is appropriate for the Company to take action, the Company shall undertake such actions to preserve life and property. JEA and the Company will determine after emergency is concluded, the extent of out-of-scope work performed by Company, and the Contract Administrator will issue a Change Order or amend the Contract for such work, if any and as necessary.

All requests for changes filed by the Company shall be in writing delivered to the Contract Administrator within ten (10) working days of when the event that prompted the claim was discovered or should have been discovered. Upon receipt of the Company's claim notification, Contract Administrator will provide written direction as to the procedures that will be used to address the request. The Company's request shall be sufficiently detailed including itemized costs, condition and work descriptions and other information necessary to evaluate the merits of the claim. The Contract Administrator may reject requests providing insufficient supporting information. Any change in the Contract resulting from the request will be incorporated into the Contract via a Change Order or Purchase Order. Where JEA and the Company are unable to reach a mutually acceptable resolution of request, JEA's determination will be final.

Where necessary, JEA will determine the value of work covered by a Change Order using one (1) of the following methods:

- Where the work is covered by established Unit Prices contained in the Contract, the Unit Price will be applied to the quantity of work;
- By mutual acceptance of lump sum price;
- By actual cost and a mutually acceptable fixed amount for overhead and profit, or

Where Bid Price was based on estimates quantities, prior to making final payment, JEA will determine actual quantities using sampling, surveying and other industry recognized means and prepare a Change Order adjusting the price to reflect actual volumes.

The Company shall immediately notify the Contract Administrator in writing of any unauthorized change in the scope of the Work or significant change in the quantities of the Work that may increase the Contract Price, require an extension of Work schedule, or negatively impact permitting or other regulatory requirements.

The Work schedule may be changed only by a Change Order or Purchase Order. The Company's request or claim for a Work schedule adjustment shall be in writing delivered to the Contract Administrator within five (5) working days following the discovery of the event that prompted the claim or when the event should have been discovered. Where accepted by JEA, changes to Work schedule will only adjust for critical path impacts. Failure to include the necessary critical path analysis with request shall be grounds for rejecting the claim. The path of critical events mentioned herein means the series of interdependent Work events that must be sequentially performed and that require a longer total time to perform than any other such series. Upon receipt of the Company's request for a change in the Work schedule, the Contract Administrator will provide any additional directions in writing detailing the procedures that will be used to resolve the request, including provision of time impact or manpower and equipment loading schedules. Where JEA and the Company are unable to reach a mutually acceptable resolution of request, JEA will make a commercially reasonable determination, made in accordance with JEA's Procurement Code, which shall be final.

All Work defined on Change Orders shall be subject to the conditions of the Contract, unless specifically noted on the Change Order.

2.17.10. ASSIGNING OF CONTRACT

Each party agrees that it shall not assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

2.17.11. CHANGE OF LUMP SUM BULK BID PRICE

All duties, responsibilities and obligations assigned to or undertaken by the Company in performing the Work described in the Contract shall be at the Company's expense without change to the Lump Sum for Complete Scope of Work as indicated on Exhibit A/Bid Form (hereinafter referred to as "Lump Sum Bulk Bid Price".).

If the Company is entitled by the Contract Documents to make a claim for an increase in the Lump Sum Bulk Bid Price, the Company shall make such claim in writing, delivered to JEA within ten (10) business days of the occurrence of the event giving rise to the claim.

In all claims for adjustments in the Lump Sum Bulk Bid Price, JEA's determination shall be final. Any change in the Lump Sum Bulk Bid Price resulting from such claim shall only be made by a JEA Change Order. JEA will compute the final quantities of JEA Change Order based upon measurements or surveys provided by JEA.

2.18. MISCELLANEOUS PROVISIONS

2.18.1. AMBIGUOUS CONTRACT PROVISIONS

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract.

2.18.2. APPLICABLE STATE LAW; VENUE; SEVERABILITY

The rights, obligations and remedies of the parties as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving this Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

2.18.3. CONTINUING THE WORK

The Company shall carry on the Work and maintain the progress schedules during disputes or disagreements with JEA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as JEA and Company may otherwise agree in writing. Suspension of the Work or portion thereof by Company shall entitle JEA to terminate the Contract for Default.

2.18.4. CUMULATIVE REMEDIES

Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

2.18.5. DISPUTES

If a dispute occurs between JEA and the Company over a contractual issue that cannot be mediated by the JEA Representative, the dispute shall be handled in accordance with Article 5 of the JEA Procurement Code.

2.18.6. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

2.18.7. EXPANDED DEFINITIONS

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

2.18.8. HEADINGS

Headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

2.18.9. INDEPENDENT CONTRACTOR

Company is performing this Contract as an independent contractor and nothing in this Contract will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between JEA and Company. Neither Company nor JEA will be or become liable or bound by any representation, act, or omission of the other.

2.18.10. LANGUAGE AND MEASUREMENTS

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

2.18.11. MEETINGS AND PUBLIC HEARINGS

The Company will, upon request by JEA, attend all meetings and public hearings as required, in any capacity, as directed by JEA.

2.18.12. NEGOTIATED CONTRACT

Except as otherwise expressly provided, all provisions of this Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared this Contract.

2.18.13. NONEXCLUSIVE

Notwithstanding anything contained herein that may appear to be the contrary, this Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies to perform the Work, and/or JEA may self-perform the Work itself.

2.18.14. NONWAIVER

Failure by either party to insist upon strict performance of any of the provisions of the Contract will not release either party from any of its obligations under the Contract.

2.18.15. REFERENCES

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

2.18.16. RIGHT TO AUDIT & FINANCIAL REPORTING

Accounting System

The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company’s assets, expenses, cost of goods, and use of funds.

Audited Financial Statements

The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five days after receipt of written request.

Content and Retention of Records

Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Company shall, at all times during the term of this Contract and for a period of five years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Inspection /Audit of Records

Upon JEA's request, the Company agrees to allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of this Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit and [subject to a three day written notice/without prior notice]. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

Cost of Audits

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by JEA unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Company to JEA in excess of one-half of one percent (0.5%) of the total contract billings, the Company shall reimburse JEA for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or nonperformance, JEA may recoup the costs of the audit work from the Company.

Billing Adjustments and Recoveries

Any billing payment recoveries to JEA that must be made as a result of any such audit or inspection of the Company's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of JEA's findings to Company.

Failure to Comply

If Company fails to comply with the requirements contained in this clause, the Company may be found to be in breach of the Contract, be subject to debarment or suspension of bidding privileges with JEA, and/or JEA may exercise any other remedies available by law.

2.18.17. SEVERABILITY

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect.

With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be

proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

2.18.18. SUBCONTRACTING OR ASSIGNING OF CONTRACT

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

In the event the Company obtains JEA approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

2.18.19. SURVIVAL

The obligations of JEA and the Company under this Contract that are not, by the express terms of this Contract, to be performed fully during the Term, shall survive the termination of this Contract.

2.18.20. TIME AND DATE

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

2.18.21. TIME OF ESSENCE

For every material requirement of this Contract, time is of the essence.

2.18.22. TITLE TO MATERIALS FOUND

JEA shall retain the title to water, mineral matter, timber and any other materials that the Company, or its Subcontractors, encounters during the excavation or other operations of the Work. The Company shall use or dispose of this material in accordance with the Contract or written instructions from the Contract Administrator. Any materials found in the excavation, or other operations of the Company, that are of archaeological or historical value shall be left in place. The Company shall immediately notify JEA of the find and shall take no further action until directed by JEA.

2.18.23. USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE

Where the City of Jacksonville's or its other independent agencies' or political subdivisions' procurement codes all use of JEA contracts, the Company agrees to extend any pricing and other contractual terms to such entities.

2.18.24. WAIVER OF CLAIMS

A delay or omission by JEA to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by JEA; nor any correction of faulty or defective work by JEA.

2.18.25. JEA PROJECT SECURITY PROGRAM

The JEA Project Security Program establishes a coordinated security program and assigns specific security responsibilities for which the Company and/or its Subcontractors shall be responsible at while performing services at existing JEA facilities and upon the substantial completion of new facilities. The programs objectives are 1) to direct all project security activities toward a single goal--no breaches, thefts or vandalism, and 2) to ensure effective coordination and communication of all project security activities with JEA Security.

In general, the Company shall provide on-site JEA security personnel at any time a JEA facility's perimeter is unsecured, including but not limited to, alarms disabled, fences or gates down, traffic flows that require gates to be opened repeatedly and/or for more than one (1) hour of the work day. The Company shall schedule security personnel through JEA Security. Where existing lighting is disabled or otherwise impacted by the Work, the Company shall provide temporary lighting equal to or exceeding that which exists.

Further, the Company shall be responsible for complying with all applicable provisions of Chapter 12 "Security Program" of the JEA Contractor Safety Management Process Safety Requirements, a copy of which may be obtained upon request.

3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

The Technical Specifications and a Detailed Scope of Work are located in **Appendix A** of this document.

4. FORMS

Forms required to be submitted with this solicitation are provided in **Appendix B** or can be obtained on the JEA website at www.jea.com.