Solicitation

For Participation in

Bradley Road and Argyle Forest Boulevard Wastewater Pump Station Improvement Projects

Jacksonville, FL

Solicitation Number

080-18

Mandatory Pre-Bid Meeting on May 8, 2018

Mandatory Pre-Bid Meeting Time: 11:00 AM

Mandatory Pre-Bid In Person Location: JEA Customer Center, Bid Office, Room 002, 21 West Church Street, Jacksonville, FL 32202.

Limit in person attendees to a maximum of two (2) people per Company

A teleconference line has been provided for companies that would like to have additional personnel call in. Dial in: 1-888-714-6484, participation code: 817050

There will be mandatory site walkthroughs immediately following the pre-bid meeting. Those attending the site walkthroughs will need to bring their own PPE.

Bids are due on June 5, 2018

Direct delivery or mail to JEA Bid Office, Customer Center 1st Floor, Room 002

21 W. Church Street, Jacksonville, FL 32202

JEA will publicly open all bids received from qualified Bidders on June 5, 2018, 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 construction contractors (hereinafter referred to as "Company") for construction services for the following pump improvement projects (the "Work" or "Services").

There are two specific projects being solicited under this IFB.

- Bradley Road Pump Station at 10477 Bradley Road, Jacksonville, FL
- Argyle Forest Pump Station at 8104 Argyle Forest Boulevard, Jacksonville and a new in-line booster station located at 7806 Rampart Road.

The Work for the Bradley Road Wastewater Booster Pump Station includes, but is not necessarily limited to, the following:

- Mobilization / Demobilization, General Requirements, Bond and Insurance.
- Site Work
- Pump Station Construction
- Demolition of existing Pump Station

The Work for the Argyle Forest Boulevard Pump Station includes, but is not necessarily limited to, the following:

- Mobilization / Demobilization, General Requirements, Bond and Insurance.
- Site Work
- 20 inch influent force main bypass around the existing Argyle Forest Pump Station.
- New wastewater booster pump station located at 7806 Rampart Road.

A complete scope of work is provided in Appendices A and C - 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: LOVGRD@JEA.COM
E-mail: RODNEY LOVGREN

For Technical Questions:
Contact: BRIAN PHILLIPS
E-mail: PHILBR@JEA.COM

1.1.3. INVITATION TO BID

You are invited to bid on the Solicitation noted below:

JEA Solicitation Title: **Bradley Rd and Argyle Forest Blvd Wastewater Pump Station Improvement Projects**

JEA Solicitation Number: 080-18

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 Time: 12:00 PM - ALL LATE BIDS WILL BE RETURNED UNOPENED
Bid Due Date: June 5, 2018

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.

Bids are due by the time and on the date listed above. ALL LATE BIDS FOR WHATEVER REASON WILL BE REJECTED.

1.1.4. MANDATORY PRE-BID MEETING (a minimum of one person shall attend in person).

There will be a mandatory Pre-Bid meeting. All interested Bidders shall have a minimum of one (1) person attend the pre-bid meeting in person. Bidders shall limit in person attendance to two (2) people per company. A teleconference line has been added to the pre-bid meeting to allow additional participants call into the meeting. Each Bidder will be required to sign in at the beginning of the meeting. A Bidder shall only sign in representing one 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 will have their Bids rejected.

PLEASE BE AWARE DUE TO JEA SIGN IN AND/OR SECURITY PROCEDURES IT MAY TAKE UP TO FIFTEEN MINUTES TO OBTAIN ACCESS TO A JEA FACILITY. PLEASE PLAN ACCORDINGLY SO AS TO ARRIVE TO THE PRE-BID MEETING ON TIME.

Pre-Bid Meeting Time: 11:00 AM
Pre-Bid Meeting Date: May 8, 2018
Pre-Bid Location: JEA Procurement Bid Office, Room 002, 21 West Church Street, Jacksonville, FL 32202.

Overflow call in number: 1-888-714-6484, Participation Code: 817050.

1.1.5. OPENING OF BIDS

All Bids shall be publicly opened, read aloud and recorded at 2:00 PM on June 5, 2018 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. 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. JEA reserves the right to request back up documentation to confirm the Bidder meets the requirements stated herein. A Bidder not meeting all of the following criteria will have their Bids rejected:

- The Bidder shall have successfully completed four (4) similar projects in the last ten (10) years, date ending the Bid Due Date.
    - Four of the similar projects shall have been greater than $8,000,000.00 in value.
    - Two of the similar projects shall have been wastewater booster pump station construction projects of similar flow, and one to have included an enclosed structure.
    - One of the similar projects shall have had large diameter piping (greater than 20" at depths of 12'+ below grade).
    - One of the similar projects shall have had Dewatering (sheeting and shoring to depths greater than 16' below grade).
    - The Bidder may combine several of the project requirements in one project, as long all requirements are met.

Additional Qualification Submittal Requirements:
The company shall provide a construction schedule and work plan with the Bid Package. The Contractor shall show progress for the work as to provide a complete and operable booster pump station, meeting the durations specified in the liquidated damages section. Liquidated damages will be incurred by the Contractor if construction completion dates are not met.

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 BID

JEA will Award this Contract to the responsive and responsible Bidder whose Bid meets or exceeds the Minimum Qualifications set forth in this Solicitation, and the Bidder's 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(s) for the Work. JEA reserves the right to Award more than one Contract based on certain groupings of the Work items, or JEA may exclude certain Work items, if JEA determines that it is in its best interest to do so.

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

1.2.4.1. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) GOAL (IFB)

The specific JSEB participation goal for the Scope of work described in this Solicitation is: **Six Percent (6%).** This percentage is the percentage of the Bidder's total bid price that must be awarded or subcontracted to JSEB firms. Failure to fully comply with the JSEB requirements stated herein may disqualify the Bid. Bidders are required to complete and submit with their Bid the JSEB form which can be found at www.jea.com. Bidders must specify on the JSEB form how they intend to comply with the JSEB goal stated herein. Bidders that do not submit a JSEB form with their Bid may have their Bids rejected, unless they are exempted under the good faith exception described below. In no case shall the Bidder 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 from the JEA Contract Administrator. JSEB firms that qualify for this Contract are those shown on the current City of Jacksonville JSEB directory appearing at www.COJ.net. Certification of JSEB firms must come for the City of Jacksonville. No other agency or organization is recognized for purposes of this Contract. If the Bid does not comply with the JSEB requirements established in this Solicitation, the Bidder must submit documentation as part of its Bid describing in detail its good faith efforts to comply with the JSEB requirements of the Solicitation. This documentation shall include at a minimum the following items: 1. A written and signed statement describing the level of effort for each of the requirements listed below, including dates and times, people whom the Bidder contacted and phone numbers to enable JEA to confirm good faith efforts; 2. Copies of written solicitations of participation the Bidder sent to qualified JSEB firms, showing adequate response time was provided, defining the scope and nature of the work Bidder is asked to perform, Bidder contact information for questions and follow-up, and an offer to meet to review plans, specifications and scope; 3. A statement of the Bidder's efforts to negotiate a suitable agreement with JSEB firms including call logs showing participants, dates, times, topics discussed, and open issues; 4. A statement of the Bidder's efforts to help qualified firms that may require assistance in obtaining bonding, insurance, financing, technical support, procedural information, or other items necessary to compete for and perform the Work; 5. For each offer received from a qualified JSEB firm but rejected by Bidder, a statement explaining why such offer was not made part of the Bid; 6. For each qualified JSEB firm contacted but considered unqualified by the Bidder to perform a portion of the Work, a statement of the reasons Bidder considered firm to be unqualified. The Bidder shall contact the JEA JSEB Office for assistance when all independent attempts (emails, phone calls, faxes and letters) to contact qualified JSEB firms have failed, and shall do so in adequate time for JSEB firms to be identified and to allow JSEB firms adequate time in which to respond. Failure by the Bidder to contact the JEA JSEB Office as required herein will be considered when determining if the Bidder has made a good faith effort. The Bidder understands and agrees that receipt of a lower bid from a non-JSEB qualified firm, will not in and of itself, be sufficient reason to justify failing to meet the JSEB requirements of the

Solicitation. The determination as to whether the Bidder made a good faith effort in trying to achieve the JSEB requirements of this Solicitation will be made solely by JEA and prior to Award. All questions and correspondence concerning the JSEB program should be address to: Rita Scott, JSEB Manager, JEA, scotrl@jea.com.

1.2.5. INSURANCE REQUIREMENTS

Prior to JEA issuing a Purchase Order to the Bidder/Proposer to begin the Work or Services, the Bidder/Proposer 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 (and Florida Power and Light Company ("FPL"), 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, FPL (if applicable), including their board members, officers, employees, agents, successors, and assigns.**

1.2.6. 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.

1.2.7. 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 will 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 five (5) 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.

1.2.8. 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.

1.2.9. 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 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
- Bid Form (including acknowledgements of all addenda) - This form can be found in Appendix B
- Bid Workbook - This form can be found in Appendix B
- Minimum Qualifications Form - This form can be found in Appendix B
- Level I construction schedule.
- List of JSEB Certified Firms (if any)
- Florida Trench Safety Act Acknowledgment

- Construction and Demolition Debris Disposal (if applicable)
- Subcontractor Form (if any).
- State of Florida license number

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.

- Conflict of Interest Certificate Form
- Level I schedule with work plan demonstrating responsiveness to project schedule.
- 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.

1.2.10. 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 FIVE (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.

1.2.11. 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 risk in an amount exceeding ten (10) percent 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.

1.3. 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 original of all the Bid Documents and two 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 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/Proposer 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/Proposer 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/Proposer 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/Proposer with the Contract Documents. Unless expressly waived by JEA, the successful Bidder/Proposer shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Bidder/Proposer 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/Proposer, 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/Proposer 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/Proposer to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Bidder/Proposer 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/Proposer'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 or Proposals shall be good for a period of ninety (90) days following the opening of the Bids or Proposals.

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 or Proposals that it deems incomplete, obscure or irregular including, but not limited to, Bid or Proposals that omit a price on any one or more items for which prices are required, Bids or Proposals that omit Unit Prices if Unit Prices are required, Bids or Proposals for which JEA determines that the Bid or Proposal is unbalanced, Bids or Proposals that offer equal items when the option to do so has not been stated, Bids or Proposals that fail to include a Bid Bond, where one is required, and Bids or Proposals 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 or Proposals at any time prior to the time announced for the opening of Bids or Proposals. 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/PROPOSER 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/Proposer 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/Proposer 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/Proposer should only redact those portions of records that Bidder/Proposer claims are specifically exempt from disclosure under Florida's Public Records Laws. If Bidder/Proposer 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/Proposer that such an assertion has been made. It is Bidder's/Proposer'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/Proposer's redacted information under legal process, JEA shall give Bidder/Proposer prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Bidder/Proposer 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/Proposer 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/Proposer'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 Bid in response to this Solicitation. If JEA has reasonable cause to believe the Bidder has submitted more than one Bid for the same Work, other than as a Subcontractor or subsupplier, 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 for a period of 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. FLORIDA TRENCH SAFETY ACT

If required, the Bidder shall complete and submit with its Bid the Florida Trench Safety Act Acknowledgment form, in accordance with Florida Statutes when the Work includes trench excavations that exceed five feet in depth and as written assurance that the Bidder shall comply with all applicable trench safety standards, laws, rules and regulations during performance of any Work awarded from this Solicitation.

1.3.16. 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.

1.3.17. 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.

1.3.18. 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.

1.3.19. SHIPPING, FREIGHT, AND TRAVEL--F.O.B. DESTINATION

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

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

1.3.20. LISTING OF SUBCONTRACTORS

JEA shall specify the major Subcontractors that the Company must list if 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 50% of the Work, the Company shall obtain JEA's approval at least five (5) days prior to the Bid/Proposal Due Date. Failure to obtain JEA approval will disqualify the Company and result in rejection of Company's Bid/Proposal.

1.3.21. 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 if requested

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.

1.3.22. 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 Bidder may have over another.

1.3.23. 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.

1.3.24. 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. CRITICAL PATH METHOD (CPM) SCHEDULE

A schematic display of the sequential and logical relationship of all activities that comprise the Work. Using a combination of duration, early and late start dates, and early and late finish dates, a critical path is established as the

path of interdependent activities that must be sequentially performed and that require a longer total time to perform than any other such series. CPM Schedules suitable for use on this Contract use GANNT Precedence formats.

2.2.24. CUSTOMER SERVICE PLAN

The Company's plan to achieve customer satisfaction requirements as determined by JEA and JEA Project Outreach, which shall include, as a minimum, the name and office phone number, cell phone number, email address, Nextel Direct Connect number, and fax number of Company's Customer Service Representative, a detailed flow chart on how the Company will handle customer concerns, preemptive customer satisfaction control measures (such as door hangers provided by JEA, and neighborhood meetings in conjunction with JEA staff) and a plan to reduce the number of customer concerns surrounding construction Work addressing, as a minimum, the construction practices that will eliminate damage to customers' property including, but not limited to, cracked driveways, tire ruts in customers' yards, blocking customers' access to driveways, cutting customers' services during tie-in, excessive noise from construction equipment, and elimination of dust during construction Work.

2.2.25. 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.

2.2.26. 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).

2.2.27. 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.

2.2.28. FIELD WORK

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

2.2.29. 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.

2.2.30. 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.

2.2.31. 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.

2.2.32. 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.

2.2.33. 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.

2.2.34. JEA

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power and Light Company (FPL). JEA and FPL are co-owners of SJRPP.

2.2.35. 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.

2.2.36. 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.

2.2.37. 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.

2.2.38. LUMP SUM BULK BID PRICE

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

2.2.39. 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.

2.2.40. 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.

2.2.41. 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.

2.2.42. 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.

2.2.43. 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.

2.2.44. 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.

2.2.45. 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 metric.

2.2.46. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

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

2.2.47. 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.

2.2.48. QUALITY ASSURANCE

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

2.2.49. QUALITY CONTROL

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

2.2.50. SCHEDULE

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

2.2.51. 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.

2.2.52. 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.

2.2.53. 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.

2.2.54. 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.

2.2.55. 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.

2.2.56. 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.

2.2.57. 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.

2.2.58. TERM

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

2.2.59. 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.

2.2.60. WORK LOCATION (DEFINITION)

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

2.2.61. 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 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

- Exhibits to Contract Documents
- Executed 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 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.

2.4.6. GENERAL CONDITIONS/SPECIAL CONDITIONS

The line item shown on the Bid Form titled "General/Special Conditions Lump Sum Price" shall be used for general and special expenses which do not appear as separate line items on the Bid Form, including, but not limited to, costs and expenses related to the following:

- the execution and recording of the Payment and Performance Bonds
- safety requirements
- Quality Control
- preparation of daily reports
- maintenance of traffic
- attendance of meetings, project scheduling
- testing (if not included elsewhere)

Except as provided below for expenses related to Bonds and Surveying, JEA's payment for the General/Special Conditions line item shall be based upon the percentage of Work completed.

Bonds- Company will be permitted to invoice JEA, in its first payment application, for the costs associated with the execution and recording of the Payment and Performance Bonds. The amount paid by JEA for the Payment and Performance Bonds will be deducted from the General/Special Conditions line item total.

Surveying- Prior to construction, the Company will be permitted to invoice JEA for the costs associated with the survey of the existing roadway horizontal alignment. The amount paid by JEA for these costs will be deducted from the General/Special Conditions line item total.

SWA- In the event that JEA authorizes changes to the Work under a Supplemental Work Authorization (SWA), the amount of the Bid Form line item for SWA Allowance will not be increased unless the total value of all SWA Work exceeds the Original SWA Allowance provided on the Bid Form.

2.4.7. RIGHT TO AUDIT AND FINANCIAL REPORTING

Accounting System

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

Audited Financial Statements

The Company shall provide to JEA audited financial statements for 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; backcharge 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 non-performance, 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.

2.4.8. JSEB COMPLIANCE

2.4.8.1. COMPLIANCE WITH JSEB REQUIREMENTS

The Company shall achieve the JSEB participation requirements as set forth in the Solicitation, except as allowed under the good faith efforts exception as defined in the City of Jacksonville Ordinance. 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 Contract Administrator, and without subsequent receipt of written approval from the Contract Administrator.

The City of Jacksonville requirements as outlined in the City of Jacksonville Ordinance relating to JSEBs shall apply in their entirety to this Contract. Where the City of Jacksonville ordinance refers to "Chief", it shall be construed to mean, for purposes of this Contract, JEA's Chief Purchasing Officer. In a like manner, where it refers to "City", or "City of Jacksonville", it shall be construed to mean JEA.

Use of brokering, as defined in the City of Jacksonville Ordinance, or other techniques that do not provide a commercially useful function are strictly prohibited as means of achieving the JSEB requirements of the Contract. Only the amount of fees or commissions charged by a JSEB for providing a bona fide service such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract shall be counted towards a JSEB participation requirement, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

Payment terms for participating JSEB firms shall be the same or better than the payment terms the Company receives from JEA, except that in all cases JSEB firms shall be allowed to submit invoices to the Company at least bimonthly, and the Company shall pay proper invoices no later than 3 days after its receipt of JEA payment. The Company shall obtain written approval from the Contract Administrator prior to withholding any payment from JSEB firm.

If the Company uses a JSEB qualified firm for the performance of any part of this Work, the Company shall submit to JEA, with its Invoice, a listing of JSEB qualified firms that have participated in the Work. Such listing shall be made using the form "Monthly Report for COJ/JEA JSEB Participation" available at www.jea.com.

The Company agrees to let JEA audit its financial and operating records with one day of notice, and during normal business hours, at its corporate offices for the purpose of determining compliance with all JSEB requirements of the Contract Documents.

If the Company violates any provision regarding JSEB, including, but not limited to, program intent, the Company shall be subject to any or all of the following, plus any other remedies available to JEA under law:

- Terminate the Contract for breach
- Suspend the Company from bidding any JEA projects as follows:
  - First offense: six months
  - Second offense: one year
  - Third offense: three years
- Revoke Company's JSEB certification if the Company itself is certified as a JSEB.

2.4.9. JSEB - INVOICING AND PAYMENT

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the Company shall Invoice for and report the use of JSEB certified firms according to the format and guidelines established by the City of Jacksonville.

2.4.10. INVOICING AND PAYMENT TERMS AND RETAINAGE

Within sixty (60) days of completion of the Work, the Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. All Invoices shall be submitted to the following address:

JEA Accounts Payable
P.O. Box 4910
Jacksonville, FL 32201-4910

JEA will pay the Company the amount requested less any holdbacks or retainage set forth in herein within thirty (30) calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within 20 calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within ten (10) days.

JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

As security for the proper performance of the Work, JEA may deduct ten percent (10%) retainage, or such other amount allowable pursuant to Florida law, from the amount stipulated in the Invoice or Application for Payment. In accordance with Florida Statutes, after completion of fifty percent (50%) of the Work, a maximum retainage of five percent (5%) may be deducted. For the purposes of this section, "completion of fifty percent of the Work" shall be defined as the point at which fifty percent of the total cost of the Work, as defined, and inclusive of authorized change orders, has been expended by JEA.

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within ten (10) days of determination or written notice.

2.4.11. PROMPT PAYMENT TO SUBCONTRACTORS, SUB-SUBCONTRACTORS AND SUPPLIERS

When the Company receives payment from JEA for labor, services or materials furnished by Subcontractors and suppliers that are hired by the Company, the Company shall remit payment due (less proper retainage) to those Subcontractors and suppliers within 10 days after the Company's receipt of payment from JEA. Nothing herein shall prohibit the Company from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its Subcontractors and suppliers. In the event of such dispute, the Company may withhold the disputed portion of any such payment only after the Company has provided written notice to JEA and to the Subcontractor and supplier whose payment is in dispute, stating the amount in dispute and specifically describing the actions required to cure the dispute. The Company shall deliver such notice to JEA and to the said Subcontractor or supplier within 10 days following the Company's receipt of payment from JEA. The Company shall pay all undisputed amounts due within the time frames specified herein.

The prompt payment requirements herein shall, in no way, create any contractual relationship or obligation between JEA and any Subcontractor, supplier, JSEB, or any third-party, nor create any JEA liability for the Company's failure to make timely payments as required. The Company's failure to comply with the prompt payment requirements, however, shall constitute a material breach of its contractual obligations to JEA. As a result of such breach, JEA, without waiving any other available remedy it may have against the Company, may issue joint checks and charge the Company a 0.2% daily late payment interest charge or charges as specified within the Florida Statutes, whichever is greater.

2.4.12. PUNCH LIST: SECTION 218.735, FLORIDA STATUTES

Within 30 calendar days after reaching Substantial Completion, as defined herein, the parties shall jointly develop a final list of items required to render the Work complete, satisfactory, and acceptable (the "Punchlist"). If the parties cannot agree on the Punchlist, JEA will develop a Punchlist and deliver it to Company within 35 days after Substantial Completion. If the Work involves more than one building or structure or involves a multi-phased project, one Punchlist should be developed for each building, structure, or phase. Failure to include corrective work on the Punchlist does not relieve the Company from its responsibility to complete the Work required by the Contract.

Final Completion must be achieved within 30 days after delivery of the Punchlist to Company. Notwithstanding anything in the Contract Documents to the contrary, damages may not be assessed against Company for failing to complete the Work unless Company fails to complete the Work within such 30 day period.

2.4.13. SUBSTANTIAL COMPLETION

The Company shall notify JEA in writing when a portion of the Work is Substantially Complete. The Company shall identify any deficiencies in the Work. JEA will inspect the Work and will give the Company written notice of either acceptance or rejection of the Work as Substantially Complete and provide a list of additional deficiencies. The Company shall correct all deficiencies prior to Final Completion of the Work by JEA.

Whenever any portion of the Work is Substantially Complete, JEA may use it. Such use shall not be held in any way as an Acceptance of the Work or as a waiver of any provisions of the Contract.

2.4.14. CERTIFICATE OF CONTRACT COMPLETION AND FINAL PAYMENT

Company shall complete and submit to JEA the Certificate of Contract Completion, which can be found on jea.com, as notice that the Work, including the correction of all deficiencies outlined in the Punchlist, is complete.

By submitting the certificate, the Company certifies the following:

- the Work, including all Punchlist items, has been satisfactorily completed; and
- no liens have attached against the property and improvements of JEA; and
- no notice of intention to claim liens are outstanding; and
- no suits are pending by reason of the Work; and
- all workers' compensation claims known to the Company have been reported to JEA; and
- the surety provides a release; and
- all warranties, equipment manuals and other documentation have been provided; and
- no public liability claims are pending.

The Company shall submit its final Invoice with the completed Certificate of Contract Completion. JEA shall make Final Payment in accordance with the provisions contained herein. Final Payment includes payment of any retainage held.

2.5. SCHEDULES, REPORTING REQUIREMENTS AND LIQUIDATED DAMAGES

2.5.1. LIQUIDATED DAMAGES UNTIL ACCEPTANCE

2.5.1.1. LIQUIDATED DAMAGES UNTIL ACCEPTANCE – BRADLEY ROAD PUMP STATION

If the Company fails to Substantially Complete **Milestone #1** (Substantial Completion of Booster Station – electrical and diesel pumps tested, accepted, building and site work complete for beneficial use) of the work on or before **420** calendar days after the date of Notice to Proceed, the Company shall pay JEA the sum of $**1,700** per day for each

and every calendar day, including Sundays and Holidays, starting on that day until the date the Work is Substantially Completed.

If the Company fails to Substantially Complete **Milestone #2** (Testing - 30 day test period followed by second electrical feed energized and existing station de-energized) of the work on or before **480** calendar days after the date of Notice to Proceed, the Company shall pay JEA the sum of $**1,700** per day for each and every calendar day, including Sundays and Holidays, starting on that day until the date the Work is Substantially Completed.

If the Company fails to Substantially Complete **Milestone #3** (Project Substantial Completion – Demolition of existing station and site restoration) of the work on or before **510** calendar days after the date of Notice to Proceed, the Company shall pay JEA the sum of **$1,200** per day for each and every calendar day, including Sundays and Holidays, starting on that day until the date the Work is Substantially Completed.

If the Company fails to obtain Final Completion of the work on or before 540 calendar days after the date of Notice to Proceed, the Company shall pay JEA the sum of $1,200 per day for each and every calendar day, including Sundays and Holidays, starting on the day the Work was deemed by JEA to be Substantially Complete until the date the Work is accepted by JEA..

Liquidated Damages are capped at a maximum of ten percent (10%) of the Contract Price.

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 liquidated damages for losses that JEA will suffer because of such default, whether through increased administrative and engineering costs, interference with JEA's normal operations, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated damages 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 liquidated damages shall in no way relieve the Company of any other obligations under the Contract.

2.5.1.2. LIQUIDATED DAMAGES UNTIL ACCEPTANCE – ARGYLE FOREST PUMP STATION

If the Company fails to Substantially Complete **Milestone #1** (Substantial Completion of Booster Station – electrical and diesel pumps tested, accepted, building and site work complete for beneficial use, Argyle bypass FM and site work complete) of the work on or before **392** calendar days after the date of Notice to Proceed, the Company shall pay JEA the sum of **$1,500** until the date the Work is Substantially Completed.

If the Company fails to Substantially Complete **Milestone #2** (Testing - 30 day test period) of the work on or before **422** calendar days after the date of Notice to Proceed, the Company shall pay JEA the sum of **$1,500** per day for each and every calendar day, including Sundays and Holidays, starting on that day until the date the Work is Substantially Completed.

If the Company fails to obtain Final Completion of the work on or before **432** calendar days after the date of Notice to Proceed, the Company shall pay JEA the sum of **$1,350** per day for each and every calendar day, including Sundays and Holidays, starting on the day the Work was deemed by JEA to be Substantially Complete until the date the Work is accepted by JEA.
Liquidated Damages are capped at a maximum of ten percent (10%) of the Contract Price.

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 liquidated damages for losses that JEA will suffer because of such default, whether through increased administrative and engineering costs, interference with JEA's normal operations, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated damages 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 liquidated damages shall in no way relieve the Company of any other obligations under the Contract.

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

2.5.2. 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-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.

2.5.3. 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.

2.5.4. CRITICAL PATH METHOD (CPM) SCHEDULING WITH COST AND RESOURCE LOADING (OVER $10 MILLION)

The Contractor shall use the Critical Path Method (CPM) to schedule and manage the Work. A qualified member of the Contractor's personnel shall create the schedule. If the Contractor does not have staff capable of preparing and managing CPM schedules, the Contractor shall obtain such qualified personnel on a subcontract basis for supporting this Contract.

All CPM scheduling will be performed using CPM precedence diagramming method (PDM) scheduling software such as Primavera P6, Primavera Contractor or a CPM scheduling software compatible with Primavera P6 import capabilities (.xer file format). The Contractor shall submit all schedules and associated reports to the Contract Administrator in paper and electronic formats as described below in order to allow both complete analysis of the schedules and accurate record keeping.

Construction contracts less than $10 million will have a cost-loaded schedule. Construction contracts equal to or more than $10 million will be cost and resource loaded.

A. Project Schedule Definitions

Activity – A single, continuous, and identifiable task in the total Work. The project work scope is sub-divided into work tasks that are represented in the schedule software as activities. How finely the project scope is subdivided into tasks determines the "level of detail" within the schedule. JEA retains the right to reject a schedule for insufficient levels of activity detail.

Baseline Schedule – The Baseline Schedule comprises the plan and schedule that the Contractor intends to use to perform and complete the Work. Upon approval by the JEA Representative, the Baseline Schedule shall be the schedule of record from which entitlement for adjustments in the completion deadline(s) shall be measured until a Revised Baseline Schedule is approved by the JEA Representative.

Contract Float – Contract Float is the number of days between the Contractor’s anticipated date for early completion of the Work, or specified part, and the corresponding Contract Time.

Contract Milestone – A Contract Milestone is a Milestone required in every project schedule to identify significant Contract events. Required Contract Milestones include Notice to Proceed (NTP), Substantial Completion (SC) and Final Completion (FC).

CPM Network – The CPM Network is a transferable electronic copy of project software data and files. It includes, but is not limited to, activities, milestones, calendar definitions, precedence relationships including any relationship lag periods, date constraints, baseline schedules, project and activity code definitions, resource definitions, resource assignments, project values (e.g. the data date/time now value, settings for project-activity processing options, etc.), and all information that can be generated from such data.

Critical Path – The Critical Path is defined as the longest continuous series of activities through the network to the Substantial Completion Contract Milestone.

Current Schedule – The Current Schedule has progress information (updates) reported against in-progress and completed activities. Update information is used to re-calculate / reforecast the most likely "early start" dates of the remaining incomplete activities as sequenced by the network. This calculation establishes the earliest forecasted completion date of the project, which allows Project Managers to determine if they are ahead, on, or behind schedule to meet the Contract Milestones. A current schedule is used to evaluate Contractor progress against the Baseline Schedule.

Interim Contract Milestone – An Interim Contract Milestone is a Milestone that is specifically called out by the Contract to be included in the project schedule. Example Interim Contract Milestones could be completion of specific phases of work at a specific number of contract days from NTP or required delivery dates of material or equipment.

Interim Schedule – The Interim Schedule and schedule narrative describes the activities to be performed within the first 120 calendar days after NTP and their interdependencies subject to all requirements of the Contract. The Interim Schedule shall include a separate proposed payment plan for its duration, which upon written approval by JEA, shall be used by the Contractor for payment purposes during the Interim Schedule period.

Milestone – A task with zero duration that identifies the instant of time at which a significant task within the project is starting or stopping. Start Milestones shall be used to represent the start of a significant task while Finish Milestones shall be used to represent the completion of a significant task.

Precedence Relationships – The logical relationships created in the scheduling software to sequence the performance of the work tasks identified by activities or milestones. Precedence relationships can be categorized in four groups - Finish-to-start, Start-to-Start, Finish-to-Finish, and Start-to-Finish. The interface between activities created by precedence relationships creates a PDM network logic. A PDM logic where estimated durations have not been assigned to the activities constitutes a network "Plan". Once activities are assigned estimated durations, the software interfaces durations and the network logic to calculate a "Schedule" based on the Plan.

Proposed Schedules – Proposed schedules are schedules in which the Contractor proposes revisions and/or changes to the Baseline Schedule for JEA's acceptance. If a Proposed Schedule is accepted by JEA, it shall be incorporated into a Revised Baseline Schedule and all work progress shall be reported against it going forward.

Revised Baseline Schedule – A Revised Baseline Schedule is submitted by the Contractor whenever changes in the Current Baseline Schedule are required to accurately reflect any changes in the Contractor's plan for performing the Work or the impact of any approved changes in the Work. The Revised Baseline Schedule, once approved by JEA, comes the Baseline Schedule from which progress and entitlement for adjustments to the Completion Deadline is measured.

Schedule Progress Updates – Schedule Progress Updates are submitted monthly by the Contractor to update the Current Schedule with status during the period of the update and to reflect the Contractor's current plan for performing the Work.

Three Week Look-ahead Schedule – A schedule, submitted by the Contractor, of all planned work to be performed over the next three weeks in sufficient detail to enable the tracking of the day-to-day field activities. The detail and format are as directed by the JEA project representative but a Three Week Look-Ahead produced from the Current Schedule is preferred. These Three Week Look-ahead Schedules are to be submitted weekly by the Contractor in PDF format.

Total Float – Total Float is the amount of time a scheduled activity can be delayed without delaying the completion of the Work beyond the Contract Milestones.

A.2 Purpose of the Project Schedule

Project schedules shall be used for evaluating all issues related to time for this Contract. The project schedules shall be used by JEA and the Contractor for the following purposes as well as any other purpose where the issue of time is relevant:

1. To communicate to JEA the Contractor's current plan for carrying out the Work;
2. To identify work paths that are critical to the timely completion of the Work;
3. To identify upcoming activities on the critical path(s);
4. To evaluate the best course of action for mitigating the impact of unforeseen events;
5. As the basis of establishing the predecessors for each contract milestone;
6. As the basis for analyzing the time impact of changes in the Work;
7. As a reference in determining the cost associated with increases or decreases in the Work;
8. To prioritize activities for which JEA is responsible;
9. To document the actual progress of the Work;
10. To evaluate the resource requirements of the Contractor;
11. To integrate the Work with the operational requirements of JEA's facilities;
12. To schedule and coordinate interfaces with adjacent contracts;
13. As a basis for determining valid acceleration plans;
14. To facilitate efforts to complete the Work in a timely manner;
15. To verify progress of the Work as it pertains to billing periods and invoices for payment.

The project schedules provide a basis for decisions that may affect the Work under this Contract, as well as other concurrent or future contracts. The Contractor shall submit schedule submittals per the requirements of this specification. Project schedules should always reflect the Contractor's current plan for the Work and be updated as described in this specification.

A.3 Schedule Type

All project schedules shall be a computer generated, Critical Path Method (CPM) network utilizing the precedence diagram method of scheduling.

A.4 Software

The Project Schedule in CPM format (the "CPM schedule") shall be created in a format compatible with the latest version of Primavera P6, or as otherwise specified by JEA. The Contractor shall purchase and maintain a valid software maintenance agreement for each license of software necessary to produce the Project Schedule. The Contractor shall not upgrade to a new version of the scheduling software during a project unless previously approved in writing by JEA. If the Contractor desires, they may procure the services of a third party to provide scheduling services at no additional cost to JEA.

JEA currently uses Primavera P6 version 15.1 and would prefer Contractor's use either Primavera P6 or Primavera Contractor.

A.5 Use of Float

Total Float and Contract Float are not for the exclusive use or benefit of either JEA or the Contractor, but must be used in the best interest of completing the project within the Contract Time relative to the contract milestones. If the Early Dates in any Progress Schedule Submittal forecasts any slippage or overrun of the contract milestones, the Contractor shall indicate such slippage or overrun by reporting negative float. Total and Contract Float shall be available to JEA, consultants, or the Contractor to accommodate changes in the Work or to mitigate the effect of events which may delay performance or completion. Total and Contract Float are an expiring resource available to all parties, acting in good faith, as needed to meet the contract milestones. JEA will monitor and optimize the use of float for the benefit of the project.

A.6 Early Completion

An early completion schedule is one that anticipates completion of all or a specified part of the work ahead of the corresponding contract time. Since Contract Float belongs to the project, the contractor shall not be entitled to any

extension in contract time or recovery for any delay incurred because of extensions of an early completion date until all Contract Float is used or consumed and performance or completion of the work extends beyond the contract time.

A.7 Pacing

If the Work is delayed on the Critical Path due to a delay caused by JEA, thereby creating additional float on any other path, then use of such float shall be construed as a concurrent delay to any delay caused by JEA. The Contractor shall maintain its original schedule on the other paths and activities not affected by the delay.

A.8 Non-Compliance

JEA may refuse to recommend/authorize a progress payment in the event of the Contractor's failure, refusal or neglect to provide the required schedule information, since this will preclude the proper evaluation of the Contractor's progress. Remedies for the Contractor's failure, neglect or refusal to comply with the requirements of this section are in addition, and not limited to, those provided under other sections of the Contract.

A.9 Quality Assurance

The Contractor shall perform the Work covered by this section with personnel having substantial experience in the use of scheduling software on construction projects that required the development and maintenance of the schedule throughout the project duration.

It is the responsibility of the Contractor to work with each subcontractor and supplier to obtain information pertinent to the planning and updating of their respective activities in the schedule.

A.10 Baseline Schedule Preparation and Submittal

In achieving an approved Baseline Schedule there will be no adjustment in the Contract Price. In general, the Baseline Schedule shall demonstrate a complete understanding of the Work, inclusive of all phasing and sequencing considerations and shall include, but not be limited to:

1. The order in which the Contractor intends to prosecute the Work, outlining the intended flow of Work, including submittals, submittal reviews, procurement of equipment and materials, maintenance of traffic, pollution control measures, utility interfaces, right-of-way, and other information as required by the contract;
2. All relevant work constraints to performing the Work including, but not limited to, right-of-way access constraints (with clear logical connections to the commencement of various work), accommodation of utility relocations, permitting restrictions, and environmental/seasonal constraints;
3. The dates on which the Contractor plans to start and complete various Work stages, operations, and principle items of Work, including the Contract Milestones; and
4. Interfaces with other entities such as Utility Owners, Third Parties, adjacent contractors and other stakeholders;
5. The Baseline Schedule will be accompanied by a payment breakdown. This breakdown will identify the costs associated with each schedule activity.
6. All schedule submittals shall be in accordance with Section 7: Review, Acceptance and Approval of Project Schedule Submittals.

A.11 Completion, Timeliness and Review of Baseline Schedule Submittals

To promote the efficient use of Contractor and JEA scheduling resources, the submittal requirements have been phased. The Contractor shall complete and submit schedules in accordance with the submittal deadlines contained in Table 1. For the determination of submittal deadline dates and total contract schedule duration, the date of NTP shall be working day number one.

Baseline schedule submittals will be reviewed for conformity with the Contract and the requirements in this specification. Each submittal required by this section shall reflect the incorporation of all of JEA's comments on the

Baseline Schedule to date. With each submittal, the Contractor shall provide a written response to each of JEA's comments to date.

Failure of the Contractor to provide complete, timely Baseline Schedule submittals as specified, and in the sequence and timeframes specified below, may result in delays or extensions to JEA review periods. Baseline Schedule Submittals may be rejected for incompleteness or failure to meet the specification requirements and re-submittal will be required. The Contractor may submit information earlier than required in the Baseline Schedule Submittal Schedule in Table 1.

Once approved by JEA, the Baseline Schedule shall be assigned as the Project Baseline in the scheduling software used by the Contractor. All subsequent printed schedules produced by the Contractor shall show both the Current Schedule and Baseline Schedule Gantt Chart bars.

A.12 Baseline Schedule Submittals

In the course of developing the Baseline Schedule, the Contractor shall submit the deliverables below for JEA review in accordance with the following schedule:

		Construction Duration < 6 Months	**Construction Duration 6 - 12 Months**	**Construction Duration > 12 Months**
Step	**Description**	**Submittal Deadline (Working Days after NTP)**	**Submittal Deadline (Working Days after NTP)**	**Submittal Deadline (Working Days after NTP)**
1	Interim Schedule Submittal	10	10	10
2	Proposed Payment Breakdown	15	20	20
3	Baseline Schedule Submittal	20	30	60
4	Corrected Baseline Schedule Submittal	30	45	80

Table 1: Baseline Schedule Submittal Schedule

Step 1 – Interim Schedule Submittal

No later than the deadline specified in Table 1, the Contractor shall submit an Interim Schedule detailing activities that are to be performed within the first 120 calendar days after NTP. JEA will review and may approve an acceptable Interim Schedule within 10 working days of submittal. JEA may require the full Interim Schedule, or parts thereof, to be resubmitted throughout the review period. The Interim Schedule Submittal shall include:

- Narrative Report describing work to be performed during the Interim Schedule period using the Baseline Schedule Narrative format described below.
- Electronic schedule file.
- A proposed payment plan, which upon written approval by JEA, shall be used by the Contractor for payment purposes during the Interim Schedule period.

APPROVAL OF THE INTERIM SCHEDULE IS A CONDITION PRECEDENT FOR PAYMENT.

Step 2 – Proposed Payment Breakdown Submittal

No later than the deadline specified in Table 1, the Contractor shall submit the proposed Schedule of Values (SOV), which upon approval by JEA, shall be used by the Contractor for payment application purposes. When preparing the SOV, consideration should be given to Enterprise Asset Management reporting requirements that are required at the end of the contract.

As part of the Proposed Payment Breakdown Submittal, the contractor shall also submit a list of all submittals required by the contract.

Step 3 – Baseline Schedule Submittal

No later than the deadline specified in Table 1, the Contractor shall complete the Baseline Schedule submittal for approval representing all Work required by the contract. The Baseline Schedule submittal shall include:

- Baseline Narrative Report;
- Electronic schedule file;
- Contract Payment Breakdown Report – a report forecasting monthly cash flow that details all costs loaded to the schedule;
- Cumulative and monthly total project costs curves reflecting the total contract amount.

APPROVAL OF THE BASELINE SCHEDULE IS A CONDITION PRECEDENT FOR PAYMENT BEYOND THE INTERIM SCHEDULE.

Step 4 – Corrected Baseline Schedule Submittal

In the event the Baseline Schedule submittal (Step 3) is not approved, and no later than the deadline specified in Table 1, the Contractor shall complete the Corrected Baseline Schedule Submittal. The Contractor shall correct the Baseline Schedule submittal for approval by incorporating all of JEA's comments on the initial Baseline Schedule submittal. No additional changes shall be made. The corrected Baseline Schedule submittal shall be revised and resubmitted until receipt of JEA approval.

A.13 Schedule Requirements

General – For the purpose of enabling both JEA and the Contractor to readily evaluate the Project Schedule, including derived data and reports, the Project Schedules shall be administered in accordance with the following requirements.

All schedules shall be prepared by the Contractor and reflect the Contractor's plans, means and methods, techniques and sequences for performing the Work.

The schedules shall break down the Work into distinct activities with interdependencies to the extent required to clearly depict the planned approach for completion of the Work and to effectively manage the execution of the Work. The schedules shall:

1. Divide the Work into manageable and logical segments and specify the progression from Notice to Proceed (NTP) to Substantial Completion (SC) to Final Completion (FC) within the Contract Time.
2. Include, at a minimum, appropriate time allowances for submittals, procurement, coordination with others, construction, start-up/check-out (if applicable), operational and performance testing (if applicable), commissioning (if applicable), and Contract closeout.
3. The NTP activity shall be the first activity in the schedule and shall be a Start Milestone with an assigned 7-day, no holiday calendar. The SC and FC activities shall be Finish Milestones with assigned "Finish on or Before" constraints, set to the contract milestone dates, with a 7-day no holiday calendar.
4. The NTP, SC and FC milestones may include the contract milestone dates in the activity description for quick reference by all parties.

Schedule Settings and Setup – If the Contractor will be using Oracle Primavera P6, the settings shall be as follows:

1. The Project ID will be the contract number between JEA and the Contractor. It will be appended as described in the following section titled "Project ID Suffix". The Project Name shall be as defined in the contract between JEA and the Contractor.
2. The Project WBS will, at a minimum consist of the following:
    a. Level 1 – Project
    b. Level 2 – Executive Summary

i. Shall be populated with sufficient Level of Effort activities and milestones to provide management an overview of the contract. All Contract Milestones will be included at this level.

c. Level 3 – Submittal Preparation
d. Level 4 – Submittal Review and Acceptance
e. Level 5 – Fabrication & Delivery
f. The WBS for the remaining construction related work is at the discretion of the Contractor. The Contractor must ensure that the WBS structure is sufficiently robust to segregate, manage, and present the various work types, phases, segments, elements and locations in a clear logical manner and convey the sequence at which the Contractor intends to construction the Work.

3. Project ID Suffix:
    a. Each schedule submittal shall have a unique identifier appended to the Project ID specified in the previous section titled "Project ID/Name", in the form of:
        i. For Baseline Schedules, "-BL".
        ii. For Proposed Schedules, "-Pbbb", where 'bbb' is sequential starting at 001.
        iii. For Revised Baseline Schedules, "-RBLccc", where 'ccc' is sequential starting at 001.
        iv. For Schedule Progress Updates, "-PUyymm", where 'yy' and 'mm' correspond to the year and month of the monthly submittal.
4. Activity Codes must be maintained at the Project level.
5. Calendars must be maintained at the Project level and account for all work scenarios in the Contract and planned by the Contractor.
6. Duration Type shall be "Fixed Duration & Units".
7. Percent Complete Type shall be "Physical".
8. Make Open Ended Activities Critical should be checked.
9. Scheduling method for progressed activities shall be set to "Retained Logic".
10. Total Float Calculations shall be set to "Finish Float = Late Finish – Early Finish".
11. Define Critical Activities as "Longest Path".

Activity Identification – each activity in the Project Schedules shall have an activity identifier (Activity ID). The Contractor shall utilize an Activity ID that is simple and allows space between existing activities for the future addition of activities for continuing sort and display capability. The Activity ID of an existing activity shall not be modified or assigned to another activity. The scope of work for an activity shall not be substantially changed once the Baseline Schedule is approved since this would result in re-use of the Activity ID for a different scope of work. If the Contactor opts to use an intelligent Activity ID, the contractor must provide a breakdown of what each character of the Activity ID represents.

Activity Description – the activity description shall identify the unique scope of the activity. There shall not be any two activities with the same activity description. It shall not be necessary to investigate activity code assignments or logic relationships to identify the scope of an activity. For example, the description "POUR FOOTINGS" or "INSTALL MANHOLE" will not be acceptable; the description "POUR FOOTINGS OF BIOSOLIDS BUILDING" or "INSTALL MANHOLE – Sta. 112+00" will be acceptable. At the same time, the Activity Description shall be concise enough to not require excessive column width in the Oracle Primavera P6 layout. The terms "Miscellaneous," "Misc." or other vague adjectives shall not be used as an activity description. The Contractor shall standardize the use of terms and their spelling in all activity descriptions. Abbreviations used in activity descriptions shall be consistent with the abbreviations used throughout the Contract and the design drawings. Once the Baseline Schedule is approved, activity descriptions shall not be modified except at the direction or with the consent of JEA.

Activity Duration – unless otherwise specified, construction activities shall have a duration between one (1) and fifteen (15) working days. At the request of JEA, the Contractor shall substantiate the need for specific activities having shorter or longer durations than stated herein. Certain non-labor activities such as procurement or delivering

of materials may have durations in excess of 15 working days. After approval of the Baseline Schedule, changes in activity durations shall be addressed exclusively with the Duration Remaining data field. JEA shall be the final authority regarding the appropriate level of schedule detail for all schedules submitted for approval.

Activity Dates – Early and Late start and finish dates of activities shall be calculated for each activity based upon the schedule data date, actual dates, schedule logic, schedule constraints, calendars, original duration or remaining duration, in accordance with the schedule parameters defined in this specification.

Activity Predecessors and Successors – every activity shall have logically assigned predecessors and successors in conformance with the requirements of this section. The logical predecessors for each activity will be limited to those activities whose scope of work necessarily must be completed in order to perform the current activity. Unless otherwise specified, NTP shall be the only activity in the Project Schedules without predecessors and the Final Completion activity shall be the only activity in the Project Schedules without a successor.

Activity Constraints – Activity Constraints can affect activity float calculations and will not be used unless approved by JEA or allowed by this specification. The imposition of a date constraint on any activity other than the contract completion deadlines will only be permitted when the Contractor substantiates the need for the constraints to the satisfaction of JEA.

Activity Percent Complete – Activity remaining durations and percent complete shall be entered in the Project Schedules by the Contractor as appropriate to indicate activity progress and status as of the current Data Date for the update. The Contractor is to insure that progress is based on a current estimate of remaining duration to complete the Work and not the activity's percent complete which calculates the remaining duration based on the original estimated duration.

Activity Codes – The Project Schedules shall contain activity code classifications and code values. The coding shall also incorporate the appropriate JEA provided data elements to allow reporting by any individual element or a combination thereof. These activity codes shall be the first codes defined for the activities, followed by any other codes, and shall use the values provided by JEA following award. The Contractor may add additional codes to satisfy its own requirements. In addition to JEA's activity codes, the Contractor shall propose a coding structure for JEA's review and acceptance. The activity code structure combined with the activity identification number shall provide the capability to organize information by location, road or ramp, structure, work type, subcontractor, discipline, etc.

Activity Calendar - The planning unit for the Work shall be whole working days. The use of other calendars may be used as required with a clear definition within the calendar description and/or the Baseline Schedule Narrative as to what the calendar is intended to be used for and/or what specific non-working periods they include. Level of Effort or WBS Summary activities used to show project durations from NTP to a Contract Milestone shall use a seven-day no holiday calendar. A common calendar base time of eight (8) consecutive hours (e.g., 8 AM to 4 PM) will be used on all calendars unless approved by JEA. To ensure activity start and finish dates are accurately calculated, time will be turned on when performing updates to the Project Schedule. This ensures activity durations are not inadvertently calculated as a partial workday or result in a 1-day duration activity spanning multiple dates.

Resource Loading - All Project Schedules on contracts in excess of $10 million shall be resource loaded with labor man-hours for both the Contractor and all of its sub-contractors.

Cost Loading – Project Schedules shall be cost loaded. All costs necessary to meet the particular requirements of each payment activity will be included in the payment breakdown and that breakdown will total up to the Contract Price.

Change Orders/SWA – New activities will be added to the project schedules upon approval of a Change order or SWA. These new activities will also include the costs associated with the Change Order/SWA. The Activity ID of these new activities should clearly show it represents a Change Order or SWA. For example, an activity

with an ID of "CO1-100" indicates that it represents Change Order #1. If multiple activities are to be added under a single Change Order or SWA they shall be sequentially numbered such as CO1-100, CO1-110, CO1-120, etc.

CPM Logic – The Contractor shall be responsible for developing the CPM logic of the Baseline Schedule and for updating that CPM logic each month to accurately reflect the progress of the Work to date and the Contractor's current plan for completion of the work. All paths through the Project Schedules shall proceed in the direction representing the progression of time. Activity lag durations shall not have a negative value. Activity lags shall not be used in lieu of activities. Redundant ties to preceding activities in a sequential series of activities will not be permitted. For example, if activity C is the successor in a Finish-Start relationship to activity B, and activity B is the successor in a Finish-Start relationship to activity A, then activity A shall not have a redundant Finish-Start relationship to activity C. A tie representing a different constraint will not be considered redundant. For example, a logic tie showing that the completion of the work scope of a predecessor is required before the successor can start is different from a logic tie representing a resource limitation and will not be considered redundant.

Timely Completion – Unless otherwise specified, timely completion shall refer to completion on or before a date that supports the Contract Milestones.

Use of Constraints or Float Suppression Techniques – Any use of Start constraints within the schedule shall be documented in the schedule narrative. The only instance where a Late Finish constraint may be used is for the Substantial Completion or Final Completion Milestones. Any other use of constraints is prohibited. The use of negative lags or the use of any other float suppression techniques is also prohibited from use in project schedules.

Resource Leveling – In schedule submittals to JEA, the Contractor shall not use restraints or constraints to optimize and/or level manpower and equipment requirements. Activities shall be duration and logic driven.

Default Progress Data – Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in the CPM scheduling software systems.

Out-of-Sequence Logic – The Contractor shall correct all incorrect logic relationships in the schedule update to eliminate any out-of-sequence logic. The Contractor shall make all changes in the logic or other adjustments found to be incorrect by JEA.

B. Narratives

B.1.1 Baseline Schedule Narrative

The Baseline Schedule narrative shall demonstrate a feasible approach to achieving or improving the planned schedule and contains the following information:

a. Identification of the Data Date and schedule file name.
b. A description of the planned flow of work, identifying all key or driving resources. Identify key constraints and potential problems influencing the Contractor's approach to the work. Describe all construction interfaces with third parties at the Project site. Also identify temporary Contractor plants, facilities or fixed equipment that the Contractor or subcontractor plan to use within the right-of-way. Include in this discussion the length of time the plant is to be used, any planned moves, and any potential conflicts that could arise, if the plan is not adhered to.
c. A summary of planned labor utilization for the Contract, identifying the average and maximum number of workers on site each month based on the resource loaded Project Schedules. Identify actual and potential labor resource limitations. A summary of planned equipment utilization for the Contract, identifying each

type of operated equipment to be used on the Work, the planned quantity of each type of operated equipment utilized each month, and the criteria for mobilizing and demobilizing each piece of equipment to and from the site. Identify actual and potential equipment resource limitations.

d. An explanation of how adverse weather conditions have been addressed in the Baseline Schedule. Identify all activities, if any, that contain contingency days for adverse weather conditions and the duration of such contingency included for each.
e. An explanation of special calendars that only allow work to take place during a pre-defined window of time.
f. The narrative shall address the Contractor's material procurement plan and identify the strategy for any long lead item(s). There shall be no fabrication and delivery activities for concrete and asphalt concrete. Fabrication and delivery activities for short lead-time items shall not be included in the project schedules. "Short lead-time" shall be defined as a period of two weeks or less from placement of order to delivery of material to the Project site.

B.1.2 Schedule Progress Update Narrative

All Schedule Progress Update submittals shall include a narrative containing the following information:

a. Identification of the update period, the Data Date, and the schedule file name.
b. Identification of activities with critical or near critical float (within 14 Days of the Critical Path) that were planned to occur during the update period, of which did not occur or occurred later than the scheduled Early Start or Early Finish date, and an explanation of these delays. Provide a listing of all activities that may overrun or have overrun their planned duration by more than 20 percent and any justification for maintaining original planned durations for future activities of like Work.
c. Identification of delays occurring to activities taking place off the Project site, e.g., submittal preparation, fabrication, and delivery activities.
d. A summary of planned labor utilization for the Contract, identifying the average and maximum number of workers on site each month. Identify actual and potential labor resource limitations. A summary of the actual labor utilization used over the past month.
e. A summary of planned equipment utilization for the Project, identifying each type of operated equipment to be used on the Work, the planned quantity of each type of operated equipment utilized each month, and all changes to the criteria for mobilizing and demobilizing each piece of equipment to and from the Project site. Identify actual and potential equipment resource problems. A summary of the actual equipment utilized over the past month.
f. Revisions to logic or duration(s) by the Contractor to effectively use labor and resources that have no adverse effect on Completion Deadlines or Contract Price shall be detailed in the update. These revisions shall contain the following information:
    a. Identification of the activities changed.
    b. A description of the scope of the logic change and identification of the advantages and disadvantages of implementing the change.
    c. Identification of all driving resources, if any.
    d. Identification of key constraints influencing the Contractor's approach to the Work.

B.2 Required Submittal and Delivery Activities

B.2.1 Submittal List

The Contractor shall submit a list of all submittals required by the Contract, as part of Step 2 no later than the deadline identified in Table 1.

The submittal list shall conform to the following format or any other format approved by JEA:

Submittal List		
Submittal Reference Number	**Description of Submittal**	**Activity ID**

Table 2: Submittal List Format

B.2.2 Submittal Activities

Submittal activities shall be included in the Project Schedules in a manner consistent with the level of detail shown below:

Activity	Abbreviation in Activity Description
Prepare and Submit	P/S
Review and Approve	R/A
Revise and Re-submit	R/R
Fabricate and Deliver (Material or Equipment)	F/D or FAB or DEL

Table 3: Submittal Activity Detail

B.2.3 Submittals with Multiple Activities

When multiple items are included in a single submittal, that submittal shall be represented in the schedule by an activity in accordance with the following conditions:

a. The “Review and Approve" activity for that submittal shall be a predecessor to every activity representing the fabrication and delivery of any of the materials submitted.
b. If the submittal is returned and the disposition is sufficient to enable the commencement of a successor activity, then the original submittal activity shall be broken down into multiple activities, as necessary, to accurately reflect the logic of the Contractor's current plan.
c. As part of the monthly update procedure, submittal activities shall be reviewed and modified to ensure that the scope and logic of the activities are consistent with the Contractor’s current plan.

B.2.4 Delivery Activities

Activities representing the delivery of materials or equipment for more than one installation activity will be permitted in accordance with the following conditions:

a. The material delivery activity shall be a predecessor to the first activity representing the installation of that material in each area;
b. When partial deliveries are received and those deliveries are adequate to enable the commencement of some, but not all, successor activities, then the original delivery activity shall be broken down into multiple activities, as necessary to accurately reflect the logic of the Contractor’s current plan;

c. As part of the monthly update procedure, a discussion of delivery activities shall be reviewed and modified to ensure that the scope and logic of delivery activities are consistent with the Contractor's current plan; and
d. There shall be no fabrication and delivery activities for concrete and asphalt concrete. Fabrication and delivery activities for short lead-time items shall not be included in the project Schedules. "Short-lead time" shall be defined as a period of two weeks or less from placement of order to delivery of material to the Project site.

B.3 Timely Completion

Unless otherwise specified, timely completion shall refer to completion on or before a date that supports the Completion Deadlines.

B.4 Use of Constraints or Float Suppression Techniques

Any use of constraints within the schedule shall be documented in the schedule narrative. The only instance where a constraint may be used is a Finish on or Before constraint on Contract Milestones. Any other use of constraints is prohibited. This includes the following: Start On, Mandatory Start or Finish. The use of negative lags or the use of any other float suppression techniques is also prohibited from use in the project schedules.

B.5 Resource Leveling

In schedule submittals to JEA the Contractor shall not use restraints or constraints to optimize and/or level manpower and equipment requirements. Activities shall be duration and logic driven.

B.6 Default Progress Data

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in the CPM scheduling software systems.

B.7 Out-of-Sequence Logic

The Contractor shall correct all incorrect logic relationships in the schedule update to eliminate any out-of-sequence logic. The Contractor shall make all changes in the logic or other adjustments found to be incorrect by JEA.

B.8 Electronic Schedule Naming and Formatting

JEA will provide guidance on schedule name designation to be used. The Contractor shall not submit any two schedules with the same file name.

B.9 Electronic Project Schedule Files

Electronic schedule files shall be in ".xer" format compatible with Oracle Primavera P6. Electronic narrative files shall be in readable PDF format (not scanned).

B.10 Printed Project Schedules

PDF or printed schedules shall be no larger than 11"x17" in landscape format and no more than one page wide. PDF or printed schedules should show Activity ID, Activity Name, Original Duration, Remaining Duration, Start, Finish

and Total Float columns. The Gantt Chart shall show bars for Actual Work, Remaining Work, Critical Remaining Work, Current Bar Labels, Milestones, Project Baseline and Baseline Milestone. The Data Date line shall also be displayed on the Gantt Chart.

The header of PDF or printed schedules shall contain the project name, the run date and the data date at a minimum. The footer shall contain a Gantt Chart legend, page number, total pages number and active filters at a minimum.

C. Schedule Progress Updates

The Contractor shall update the Current Baseline Schedule in the form of a Schedule Progress Update on a monthly basis for the duration of the Contract. This shall not constitute a modification of the Current Baseline Schedule. The purpose of Schedule Progress Updates shall be to accurately document the progress of the Work to-date and to correct the schedule to accurately reflect the Contractor's current plan for the timely completion of the Work. Schedule Progress Updates shall be used to record progress for payment purposes and to reflect how the Work is being performed.

Schedule Progress Updates shall never be used as the basis for any adjustment in the Completion Deadlines. Any acceptance of the Schedule Progress Update by JEA, either expressed or implied, shall only apply to the issue of progress and not to any issue of acceptability or accuracy of the Schedule Progress Update for use as a basis for measuring adjustments in Completion Deadlines. The Schedule Progress Update submittal shall be due with Contractor's invoice for payment, and shall be a prerequisite to payment by JEA.

C.1 Monthly Schedule Progress Update Period

A monthly Schedule Progress Update of the Current Baseline Schedule shall be submitted for each calendar month from the date of the NTP through the date of Final Acceptance. The Data Date of each monthly Schedule Progress Update shall be coordinated with the JEA Project Manager but is typically one of three options:

a. The last calendar day of the month, meaning that the progress of the Work to date shall be documented and progressed through the last day of the month; or
b. The last day of the pay application billing period so that schedule progress and billing are in alignment; or
c. The day of monthly progress meetings where the contractor will supply the updated monthly schedule.

C.2 Monthly Schedule Progress Update Data

A joint monthly schedule update meeting shall be held in conjunction with the construction progress update meeting. The purpose of this meeting is to review and discuss the contents of the most recent Schedule Progress Update submittal. The JEA review period for the monthly Schedule Progress Update data submittal is 10 working days. The Schedule Progress Update data submittal shall consist of the following submittal components:

a. A schedule narrative consistent with Section 3.8.2 above;
b. Electronic files with record schedule incorporating all submitted Schedule Update Data (PUXXX);
c. The actual progress achieved on each operation and its effect upon the timing of the remaining work;
d. All required documentation required under the Contract in support of the invoice;
e. A comparison report showing all changes made to the schedule since the last Schedule Update;
f. Production curves showing the approved baseline production (planned) values and the actual production values; and
g. Should any Work be conducted on a time and materials basis then this update shall contain all necessary data to record progress;

In the event of discrepancies between the submitted data and JEA's records of progress, JEA's records shall govern. JEA's decision shall be final regarding all Schedule Progress Update data. The submittal of incomplete, illegible, or unchecked data or of reports that do not conform to the requirements of this specification may result in the rejection of Schedule Progress Update data, and as such will require a revision and re-submittal.

SUBMITTAL TO JEA OF THE CONTRACTOR'S MONTHLY SCHEDULE PROGRESS UPDATE IS A CONDITION PRECEDENT FOR PAYMENT TO BE INITIATED.

Acceptance of the Schedule Progress Update shall not relieve the Contractor of its obligation to make appropriate corrections to all of the Project Schedules.

JEA shall not be liable for delays to the Contractor's Work that occur during a time when the Contractor has failed to provide a Schedule Progress Update in accordance with the requirements of the Contract, when having the Schedule Progress Update at the specified time could have influenced JEA's decisions or actions.

The Schedule Progress Update submittal shall reflect updated progress to the Data Date, forecasted finish for in-progress activities, and re-forecasted Early Dates and Late Dates for remaining activities. The Contractor shall submit any changes in activity durations, logic ties or constraints for review and acceptance by JEA prior to inclusion of the change into the current Schedule Progress Update. JEA may also submit changes to the Contractor for inclusion in the current Schedule Progress Update. These changes should be forwarded to the Contractor for review prior to the monthly construction progress meeting for discussion in that meeting.

C.3 Progress Delays

The Contractor shall identify and promptly report to JEA as soon as they become aware of any matter that could:

a. Increase the project budgeted cost or Contract Price,
b. Delay the Substantial Completion Deadline,
c. Delay meeting a key date or Interim Contract Milestone (if applicable),
d. Impair the performance of the work in progress,
e. Affect the work of JEA or third parties.

The Contractor shall promptly develop a schedule recovery or mitigation plan whenever the Contractor's actual physical progress is behind schedule by thirty (30) days when compared to the Current Baseline Schedule or could potentially be delayed by thirty (30) days, or within ten (10) days of a written request by JEA. The Contractor shall submit a schedule recovery or mitigation plan in the form of a Proposed Schedule, whenever the Project Schedule becomes thirty (30) or more Days late to Substantial Completion. The submission of the recovery or mitigation plan shall be at no cost to JEA and shall be submitted within thirty (30) days of the submittal of the Schedule Progress Update that indicates the Project is thirty (30) or more Days late or at JEA's request. Failure to submit such a recovery plan within the stated timeframe shall provide a basis for future withholdings for payment, either in whole, or in part, by JEA.

C.4 Monthly Progress and Invoice Procedure

On a monthly basis, prior to formal submittal of the monthly invoice, the Contractor shall confirm with JEA the percent complete of work performed prior to submitting the invoice, including the following:

a. Activity percent completes, which are based on physical percent complete estimated by the field personnel relating to a resource and cost loaded schedule activity. To streamline this process, earning rules will be established to detail how various activities are progressed and partially paid. These rules will describe how discrete elements of work are to be measured for the purposes of measuring percent completion and be submitted in conjunction with the resource and cost loaded baseline schedules.

b. Incorporation of approved Change Orders as individual activities with proper title, coding by Change Order number, associated logic, duration, as well as cost/resource loading.
c. Verification of any unit price or time and material items.
d. Backup documentation for cost reimbursable procurement and Change Order schedule activities.

D. Revised Baseline Schedules

Any proposed changes and/or revisions to the Current Baseline Schedule approved by JEA pursuant to its review of Change Orders shall be incorporated into the Current Baseline Schedule and submitted as a Revised Baseline Schedule Submittal. A Revised Baseline Schedule Submittal shall be due with the invoice for payment following JEA's approval of the changes and/or revisions, as submitted in executed Change Orders. The Revised Baseline Schedule shall include a cost distribution for added Work and will be submitted for review and approval by JEA.

Revised Baseline Schedule Submittals shall include a comprehensive listing of all activities added to or deleted from the Current Baseline Schedule as well as a complete listing of all logic and activity relationship changes that have been made. All changes in the schedule must be fully described in an accompanying narrative. No Revised Baseline Schedule Submittal will be approved unless it satisfies the following:

a. Any out-of-sequenced logic is corrected or explained to the satisfaction of JEA;
b. Start and Finish dates are verified for accuracy; and
c. The schedule accurately reflects the Contractor's plan for completing the remaining Work.

Once a Revised Baseline Schedule Submittal is approved by JEA it shall become the Current Baseline Schedule of record (and be used for subsequent Schedule Progress Update Submittals), and shall be referred to by its revision number.

Except as otherwise designated by Change Order, no Revised Baseline Schedule that extends performance beyond a Completion Deadline shall qualify as a Current Baseline Schedule, or schedule of record, allowing it to be used to demonstrate entitlement to an extension in a Completion Deadline. In no case shall a Schedule Progress Update be construed as a Revised Baseline Schedule or schedule of record unless it is specifically submitted and approved as such by JEA pursuant to this section.

E. Short Term Schedule

Short Term Schedules shall be submitted by the Contractor upon request from JEA and shall be provided for within the Contract Price. JEA will specify the period the Short Term Schedule shall encompass. The Contractor shall produce the Short Term Schedule electronically and it will include a Gantt Chart and details of the daily work activities, including multiple shift work, that the Contractor intends to conduct. The daily activities shall correspond to the Current Baseline Schedule activities but shall be at a greater level of detail. The Contractor shall be prepared to discuss the Short Term Schedules, in detail, with JEA to coordinate field inspection staffing requirements, scheduling of Work affecting any adjacent work by other utilities or contractors.

The Three Week Look Ahead Schedule is an example of a Short Term Schedule. Three Week Look Ahead Schedules are to be submitted weekly by the Contractor in addition to the Contractor's monthly Schedule Progress updates.

F. Review, Acceptance and Approval of Project Schedule Submittals

Failure to meet any of the following conditions shall result in the non-acceptance of the schedule submittal:

a. The project budgeted cost shall equal the Contract Price;
b. The schedule submittal shall show the timely completion of each activity, as well as, reflect all contractual access requirements and limitations of operations specified;
c. All activity relationships and date constraints shall comply with the requirements of the Contract Documents; and
d. The Submittal shall be complete in accordance with the requirements of this Specification.

If the schedule submittal is returned to the Contractor with comments, the submittal shall not be considered accepted until all of JEA's comments are incorporated into the schedule to JEA's satisfaction. If the comments are not satisfactorily incorporated into the schedule by the Contractor, the submittal shall be deemed unacceptable by JEA.

It is the Contractor's responsibility to ensure that all Project Schedule documents comply with the requirements of the Contract. Errors in any Project Schedule document accepted by JEA, including but not limited to activity durations, relationships between activities, resource allocation or other float suppression techniques that do not accurately reflect the Work, may be identified at any time and once identified, shall be corrected by the Contractor. JEA is not responsible for any erroneous assumptions or information in any Project Schedule document, regardless of origin.

During the review of any Project Schedule document, if any of the following conditions are discovered, the document may be returned by JEA without further review for correction and re-submittal:

a. The document is incomplete.
b. The document does not comply with the specified format.
c. A component of the document has not been prepared in accordance with the requirements of this section.
d. The quality of the document indicates that the Contractor has failed to perform an internal quality control review prior to submission.
e. There is an inconsistency between electronic files and printed material.
f. The Contractor has made unauthorized changes to any Project Schedule document.
g. The Contractor has failed to incorporate JEA comments concerning the Project Schedule document.

JEA's failure to return a submittal shall not be construed to mean that the submittal complies with the requirements of the Contract. JEA may, at its discretion, choose to complete a review even though the submittal fails to meet one or more of the conditions for rejection stated herein. The Contractor shall be responsible for all delays due to its failure to submit complete Project Schedule submittals in accordance with the requirements of the Contract.

JEA's acceptance or approval of a Project Schedule document indicates only that the submittal appears to comply with the requirements of the Contract. It is the Contractor's responsibility to ensure that each submittal complies with the requirements of the Contract. Inconsistencies or errors in any Project Schedule document, including but not limited to activity durations, relationships between activities, resource allocation or other float suppression techniques that do not accurately reflect the Work, may be identified at any time and once identified, shall be immediately corrected by the Contractor.

JEA shall review schedule submittals for conformance with the requirements of the Contract. Review comments by JEA may address whether items of Work are omitted, activity durations are reasonable or that the level of labor, materials, and equipment, the means, methods, timing and sequencing of the Work are practical. The planning, scheduling or execution of the Work and the accuracy of any Project Schedule shall remain the sole responsibility of the Contractor.

Notwithstanding any review, review comments, approval, acceptance, scheduling assistance or direction to change and/or revise any Project Schedule by JEA the Project Schedules shall at all times be the Contractor's schedule for

performing the Work and not be considered as any JEA direction constituting a change. The Contractor shall not be relieved from completing the Work within the Completion Deadlines due to the failure of the Contractor to submit acceptable Project Schedule documents.

G. Requirements for Demonstrating Entitlement to an Adjustment in the Contract Time or Obtaining Approval of a Plan to Recover Delay

G.1 Schedule Analysis Requirements

The Contractor shall develop and submit a time impact analysis and a Proposed Schedule when one or more of the following conditions occur:

a. The Contractor's plan for the Work as reflected in the Current Baseline Schedule is materially changed;
b. JEA has approved a Change Order that affects the Critical Path of the Work necessitating an adjustment in a Completion Deadline;
c. The Contractor's progress on the Work is behind the Substantial Completion date by thirty (30) days or more;
d. In JEA's opinion, the Current Baseline Schedule no longer accurately reflects the Contractor's plan for performing the Work;
e. The Contractor is required by the Contract or chooses to submit a time impact analysis demonstrating entitlement to an adjustment to a Completion Deadline or to submit a plan demonstrating how the Contractor intends to recover delay; or
f. Any allowable change has occurred according to the Contract.

The Contractor shall use *AACEi Recommended Practice 52R-06 Time Impact Analysis – As Applied to Construction* when preparing a time impact analysis.

The Contractor shall submit a time impact analysis and a Proposed Schedule within fourteen (14) days following a request by JEA. This required fourteen (14) day period may be extended as necessary subject to the approval of JEA. The Proposed Schedule shall be developed using duplicate electronic files of the Current Baseline Schedule and shall include all status' to reflect current progress using information from agreed to Schedule Progress Updates, but shall not allocate costs to any proposed activities. Multiple delays will be analyzed chronologically in the order of occurrence. Costs may be allocated to activities only when the Change Order Proposal has been approved by JEA. Under no circumstances shall a time impact analysis based on Schedule Progress Update(s) be acceptable as a basis for an adjustment to a Completion Deadline.

Proposed Schedules shall be used by the Contractor to:

a. Request revisions to logic ties and activities in the Current Baseline Schedule,
b. Propose changes in the Current Baseline Schedule required to implement schedule recovery plans,
c. To negotiate the schedule impact of a Change Order Proposal with JEA, or
d. To propose changes for any other reason in the Current Baseline Schedule.

Proposed Schedules shall code affected and added activities to each Change Order Proposal or schedule recovery plan. Furthermore, Proposed Schedules shall accurately reflect all revisions and/or adjustments made to activities, logic ties and restraints that are necessary to reflect the Contractor's current approach for Work remaining. At a minimum, Proposed Schedules shall:

a. Incorporate all proposed activities and logic ties required to implement any proposed revisions,
b. Detail all impacts on pre-existing activities and logic ties,

c. Include a narrative describing the causes of any delay and actions planned to recover the schedule to meet Contract Deadlines.

Each Proposed Schedule shall include a subnet demonstrating how the Contractor plans to incorporate a Change Order Proposal or other change and/or revision into the Current Baseline Schedule. A subnet is defined as a sequence of new or revised activities that are proposed to be added to the Current Baseline Schedule.

Notwithstanding any other provision or provisions to the contrary, the Contractor shall have no claim for damages of any kind, or extension or increase to a Completion Deadline, or adjustment of Contract Price, on account of any delay, interruption or suspension of the Work or any portion thereof (herein after collectively referred to as "Delay"), due to whatever cause, unless in addition to all other requirements of the Contract Documents the prerequisites of this section are strictly complied with.

If the Contractor does not submit a time impact analysis for a specific change order or delay within the specified period, the Contractor shall be deemed to have irrevocably waived any rights to additional time and cost.

G.2 Mitigation of Delays

The Contractor shall be responsible to develop mitigation measures for all delays, regardless of responsibility for the delays, and to identify all time and cost impacts to the Work associated with those mitigation measures. Unless circumstances otherwise require, the Contractor shall not pursue mitigation action for which it expects JEA to be liable, prior to notifying JEA and receiving JEA authorization to proceed with the mitigation action.

All Contractor proposals for mitigation action, including proposed revisions for timely completion, shall confirm that the Contractor has verified the accuracy of all critical paths to the Substantial Completion Deadline.

Whenever it is possible for the Contractor to mitigate delay without added cost, the Contractor shall do so. The Contractor shall mitigate all delays as efficiently and economically as possible, with the objective of minimizing both the time and cost impact of the delay, regardless of responsibility for the delay. JEA will not be liable for damages that the Contractor could have avoided by reasonable means, such as prudent scheduling of the Work and judicious handling of forces, equipment, or materials.

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 TWO (2) 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 12 months for any portion of the Work that has undergone warranty repair or replacement, but in no case shall the maximum warranty period be extended beyond thirty six (36) months.

JEA may repair or replace any defective Work at the Company's expense when the Company fails to correct the Defect within a reasonable time of receiving written notification of the Defect by JEA, when the Company is unable to respond in an emergency situation or when necessary to prevent JEA from substantial financial loss. Where JEA makes repairs or replaces defective Work, JEA will issue the Company a written accounting and invoice of all repair work required to correct the Defects.
Where spare parts may be needed, Company warrants that spare parts will be available to JEA for purchase for at least 75 percent of the stated useful life of the product.

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

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

2.7. INSURANCE, INDEMNITY 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 years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

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

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under 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 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

Ownership, risks of damage to or loss of the Work shall pass to JEA upon Acceptance. The Company shall assume all risk of loss or damage to the Work while items are in transit and/or in the Company's custody 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 the Work and will not constitute a waiver by JEA of any right, claim or remedy. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage until Acceptance by JEA.

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

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 and Florida Power and Light (FPL), 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 and FPL 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 (JEA STANDARD)

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 the Company and any person or entity used by 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. 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. 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: SEE TECHNCIAL SPECIFICATIONS.

2.8.2. 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.

2.9. 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 a five day 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 a suspension of the Work, the Company shall resume full performance of the Work when JEA gives written direction to do so.

Suspension of Work due to the Company's negligence or failure to perform may affect the Company's compensation as outlined in the Contract and/or may result in a termination of the Contract.

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 thirty (30) 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 Contract, 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.

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. MAINTENANCE OF TRAFFIC

The Company, when required by the governing agency such as the City of Jacksonville or the Florida Department of Transportation (FDOT), shall maintain traffic in accordance with an approved Maintenance of Traffic (MOT) plan ("MOT Plan") submitted by the Company, on streets, roads, private ways, and walks. The Company shall assume full responsibility for the adequacy and safety of provisions made. The Company shall be solely responsible for the placement, maintenance and removal of the minimum number of devices required by the MOT Plan, or specified by the FDOT, for the control of traffic at the Work Location including, but not limited to signs, cones, lights, barricades, concrete barrier walls, police officers, flaggers, etc. ("MOT Items").

Company shall be responsible for all costs associated with MOT. There will not be a separate line item for MOT on the Bid Form.

2.10.2. 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.

2.10.3. 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.

2.10.4. 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.

2.10.5. TEMPORARY CLOSURE OF ROADWAYS

The Company shall not close or obstruct any portion of a street, road, or private way without first obtaining permits. If any street or private way is rendered unsafe by the Company's operations, the Company shall make such repairs or provide such temporary ways and guards necessary for the protection and safety of persons on the Work and the public and for the orderly maintenance of traffic. All costs associated with temporary closure of roadways shall be included in Bid Price.

The Company shall notify the police and fire departments in writing if it will be necessary to close a street. The Company shall copy JEA on all correspondence relating to street closure. The Company shall notify the police and fire departments prior to closure of the street. The Company shall be responsible for maintaining proper coordination with the proper authorities.

Temporary closure of business entrances must be approved in writing by and coordinated with JEA.

2.10.6. TEMPORARY UTILITIES

The Company shall furnish and install all temporary water, electricity and other utilities required to accomplish the Work. The Company shall obtain the water required for carrying out the Work from fire hydrants, existing water main connections, or new connections approved by JEA. The Company shall install a back flow preventer and water meter assembly if construction water is necessary. Upon Substantial Completion of Work, the Company shall remove all evidence of temporary connections and lines.

Prior to initiating any construction Work, the Company shall coordinate and schedule the provision of temporary utility service required during construction and arrange for the permanent installation and connection of utilities for the completed Work.

2.10.7. WORK LOCATION

Work shall be performed at the following location(s): See Technical Specifications.

2.10.8. 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.

2.10.9. 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.

2.10.10. COMPLETION OF WORK

The Company shall begin Work within ten (10) days after the date of written Notice to Proceed from JEA to begin Work, and shall complete the Work by the date set forth in the Contract Documents. The Company further understands and agrees that time is of essence and should the Company fail to complete the Work on or before the date established for Substantial Completion and Final Acceptance, the Company shall be solely responsible for additional costs as defined in the Contract.

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 REPRESENTATIVE

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.

2.10.13. COMPANY'S DOCUMENTS AT THE WORK LOCATION

The Company shall maintain at the Work Location for JEA one 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.

2.10.14. 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 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 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).
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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 over a period of time, each Company employee shall apply for a JEA access badge through JEA's Security Department. JEA will run a seven (7) year background check on all Company employee's that apply for a JEA access badge.

An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com.

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 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 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 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 Agreement. It shall not be considered a breach of this Section for either party to make employment solicitations to the general public or

groups that may include employees of the other party. Nor shall it be considered a breach of this Section for either party to respond to, act upon, or accept inquiries and applications resulting from, or make offers of employment resulting from, (i) such solicitations to the general public or groups or (ii) unsolicited employment inquiries or applications.

2.12.7. 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 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 10 percent 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. SCHEDULING OF OVERTIME

Whenever the Company schedules Work beyond eight hours per day for a five day week, beyond 10 hours per day for a four day week, beyond 40 hours per week, or on Saturdays, Sundays, or Holidays, then the Company shall arrange, in advance, for the JEA Representative to inspect the Work performed during Overtime. The Company shall not perform Overtime Work or after-hours Work without a JEA Representative at the Work Location or available to perform the inspections, as directed by the Contract Administrator. Except where JEA has requested the Company schedule Overtime to perform additional Work, the Company shall reimburse JEA for any additional costs associated with JEA Representatives' Overtime pay.

2.12.10. 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.

2.12.11. 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. 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.

2.13.6. LAW ENFORCEMENT/SECURITY

Law enforcement shall be provided by the Company to ensure safe working conditions for its personnel, specifically, any work activities performed shall have onsite law enforcement if required by right-of-way permit and/or maintenance of traffic. Company shall submit with corresponding pay application verification of the number of hours of law enforcement utilized during each pay period, including any associated fees. Company agrees to invoice JEA for law enforcement at its cost with no markup. If at any other time the site personnel become uncomfortable or concerned for their safety, the Company may contact the JEA Security Dispatch Center at 665-8200 for assistance.

2.13.7. 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.

2.13.8. 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.

2.13.9. 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.

2.13.10. 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 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.

2.13.11. 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 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.

2.13.12. 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.

2.13.13. INTERFERENCE WITH RAILROADS

The Company shall not build across, into, over or under, either temporarily or permanently, any portion of a railway or railway right-of-way without first obtaining all required permits. If the Company's operations render any railroad unsafe, the Company shall immediately notify the Contract Administrator and the railroad owner and take appropriate actions and such temporary safeguards as required to protect life, limb, and property, and to maintain orderly traffic.

The Company shall procure all railroad permits required for the Work beyond those procured by JEA and the costs for such permits shall be included in the Bid Documents. All costs associated with railroad fees for railroad flagmen, watchouts, inspectors, supervisors, any additional training of Company's employees that is required by applicable laws, rules and regulations when performing Work in association with railways, any certifications required for successful completion of the Work and all other associated costs shall be included in the Bid Document.

2.13.14. 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.

2.13.15. 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.

2.13.16. PROTECTION OF COMPANY PROPERTY

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

2.13.17. 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.

2.13.18. 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.

2.13.19. 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.

2.13.20. 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.

2.13.21. SALVAGE AND EXCESS MATERIALS AND EQUIPMENT PROVIDED BY JEA

The Company shall protect salvaged or salvageable equipment and material from loss and damage. The Company shall protect excess materials and equipment provided by JEA to the Company for use in the Work from loss and damage. The Company shall inventory, sort and return salvage and excess materials, and shall weigh conductors. The Company shall return salvage and excess materials and equipment to the appropriate JEA Service Center accompanied by the Contractor Material Returns Form, in accordance with the JEA's inspector and the instructions and authorization of the JEA's storeroom foreman.

2.13.22. 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.

2.13.23. 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.

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

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

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

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

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

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

The JEA Engineer will review the Shop Drawings and will return them to the Company stamped to indicate the action taken as detailed in the Technical Specifications. The Company 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 it to JEA for field and office use. The JEA Engineer may revoke approval of Shop Drawings, should field conditions so dictate.

2.13.24. STORAGE

With the approval of the JEA Engineer, 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.

2.13.25. 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. CARE OF JEA CUSTOMERS

The Company agrees to provide excellent customer service throughout the execution of the Work during both scheduled Work hours and Overtime in the manner, as a minimum, as set forth below:

Customer Service Plan:

The Company shall submit a Customer Service Plan prior to mobilization and designate an individual to assume the duties of the Company's Customer Service Representative (CSR) as described herein.

The Company shall provide an after-hours emergency phone number to JEA.

The Company shall provide contact numbers for those individuals assigned to concerns arising during non-business hours and in the event of emergencies. The designated person(s) shall provide a cellular phone number as the main contact number, and one alternate number. The designated person(s) shall respond to JEA with proposed resolution within two hours of receiving a call from a JEA representative or customer. If the Company fails to respond within the designated time and it is thereby necessary for JEA to provide assistance, the Company shall be responsible for all costs incurred by JEA as a result of resolving the concern.

Upon JEA approval, the Company shall deliver fliers and/or door hangers provided by Project Outreach to all customers in an affected work area at least three days prior to each construction activity including, but not limited to, locates, TV/cleaning, soil borings, mobilization, etc. Upon JEA's request, the contractor will install JEA provided signage at a location chosen by the JEA project team. These signs will be removed by the contractor at the end of the project.

The Company shall notify affected customers prior to any planned water/electric outages, line flushing, valve simulations and driveway/curb construction, paving and road closures. The notification will be produced by the Company (unless notifications are provided by JEA) and approved by JEA Project Outreach.

Customer Concerns:

The CSR shall contact the JEA customer who has a concern by the end of the business day of when the concern was received from JEA Project Outreach. The Company shall contact Project Outreach within two business days to confirm that they have contacted the customer and assessed the concern.

The CSR shall provide JEA Project Outreach with concern evaluations, resolutions, and actions taken all within five business days of when the concern was received.

The CSR shall notify Project Outreach immediately after a concern has been resolved with specific resolution actions or an update of the resolution. Project Outreach will contact the customer following notification of resolution to confirm the resolution before Project Outreach closes the concern and prior to notifying the Company, the CSR, JEA Representatives and inspectors of resolution of the concern.

Within one business day of receiving a concern from a JEA customer, the Company shall notify JEA Project Outreach in writing of each customer concern reported directly to the Company's personnel by any JEA customer. Such notification shall include, as a minimum: the Company's name, date and time the concern was communicated to the Company, the name, address and phone numbers for the customer, the nature of their concern and any action that was taken or any action currently underway to resolve the concern. The CSR shall follow the customer concern procedures stated above.

If the Company fails to meet the problem resolution deadlines stated in this document in a manner that meets acceptable quality standards, JEA may make repairs or take other necessary actions to resolve the issue, which shall be at the Company's sole expense.

Duties of the Customer Service Representative (CSR)

The Company shall provide a Customer Service Representative for the Term of the Contract. The CSR's primary responsibilities shall include, but are not limited to the following:

Communication: Serve as the primary point of contact for customer concerns and information requests; report customer concerns to the JEA Project Manager and Project Outreach or other internal JEA resources and assist in resolution of issues; and meet with customers on site as needed to assess their concerns.

Planning: Conduct biweekly progress meetings with JEA Project Manager; conduct progress meetings with Project Outreach regularly and as needed to review any outstanding complaints and provide a timeframe/action plan for resolving them; review customer satisfaction targets and goals, measurements, documentation and project definition and assist with making improvements; conduct periodic customer service reviews during the course of the Work to assess and identify any items considered to be at risk or vulnerable in relationship to meeting JEA goals and objectives; and notify Project Outreach, in a timely manner, of change in scope or schedule.

Process Improvement: Work with JEA to identify process improvement opportunities that increase customer service and satisfaction; make recommendations to JEA to enhance and assist with JEA goals and objectives for customer service; and conduct a customer service review at the completion of the construction phase of a project, but prior to the restoration, or "punch list" phase, to assess customers' satisfaction with the handling of concerns and customers' overall response to the project.

Disruption of Utility Services: If the Company disrupts any utility services (water, sewer or electric, etc.) during performance of the Work, the Company shall return them to operation as soon as possible. No disruption to any utility service disruption shall exceed the end of the Company's normal work shift. No disruption to the customer's utility services shall exceed any 12-hour period. Should any of the customer's utility services be disrupted, for a period longer than 12 hours, the Company shall provide alternative arrangements for the customer, as determined by JEA, with no additional cost to JEA for these arrangements unless otherwise specified in the documents. The CSR shall immediately notify JEA Project Outreach (telephone 665-7500) of any service disruptions.

Restoration:

The Company shall restore, for no additional compensation, the landscaping of any properties affected by the Company's actions, directly or indirectly, (in the right-of-way not related to ongoing Work, or isolated Work in the right-of-way that would leave unrestored areas for undue periods of time subject to criticism) to its original state, within five calendar days from the time the area was disrupted. All other restoration required within the right-of-way shall be scheduled in the customary method for such construction and in accordance with any permit conditions.

The Company shall, at its own expense (unless otherwise specified in the documents), repair any irrigation systems damaged by the Company's Work within one day from the time the irrigation system was damaged. If this is not possible, the Company shall inform the customer of the damage and provide an estimated time for repair. In addition, the Company shall make adequate provisions for the customer to water and maintain his or her lawn.

The Company shall repair, at its own expense, any asphalt and concrete damaged by Company (in the right-of-way not related to ongoing Work, or isolated Work within the right-of-way that would leave unrestored areas for undue periods of time subject to residents/customer criticism) within five calendar days from the time the damage occurred. All other restoration required within the right-of-way shall be scheduled in the customary method for such construction and in accordance with any permit conditions.

Customer Concern Ratios:

Project Outreach's goal for customer concerns is to completely resolve all complaints within 10 business days of receiving a complaint. A formal customer concern shall be defined as a documented concern to JEA Project Outreach. The concern may be of a real or perceived problem that the customer has against the Company.

The JEA Project Manager or designee will notify the Company on a monthly basis of how many concerns were received by JEA's Project Outreach and the number of concerns yet to be resolved. JEA will immediately notify the Company when a concern has been opened and has not been a response to it within five business days. The Company shall contact Project Outreach and provide a written correction plan within five calendar days of receipt of the notice. If at any time the Company allows unresolved concerns to exceed the five business days without prior notification to Project Outreach and the customer concern ratio reaches 3.0 percent, the Company shall be required to appear in front of the Company Performance Review Board to explain the circumstances leading to the unresolved concern. The Company Performance Review Board will notify the Chief Procurement Officer of the board's decision and any recommended actions, which may include, but are not limited to, additional remedial action, termination of the Contract and/or suspension from JEA's Responsible Bidder's List in all categories for a period not to exceed one year.

If the Company fails to adhere to the customer service requirements stated herein, the Company's performance shall result in a required hearing before the Company Performance Review Board. The Company Performance Review Board will consist of three JEA directors. The hearing will evaluate the Company's remedial action plan and determine whether such plan will be effective. The Company Performance Review Board will present its recommendation to the Chief Procurement Officer and recommended actions that may include additional remedial actions, termination of the Contract and/or suspension from JEA's Responsible Bidder's List in all categories for a period not to exceed one year.

2.13.30. VIDEO/DIGITAL RECORDS

Prior to any alterations to the Work Location, the Company shall video record the entire Work Location. The Company shall provide original video recording to the Contract Administrator no later than 15 days after the date of the Notice to Proceed.

When required by the technical specifications, the Company shall provide a monthly video record (on DVD) of construction progress to the JEA Project Manager. If construction is being conducted in different localities, then video shall be taken at each Work Location. The JEA Project Manager reserves the right to select the views to be video recorded. DVD(s) shall be labeled with record of date taken, JEA's assigned project tracking number, and a brief description of times and activity covered in the video.

The Company shall take the progress video(s) between the 20th and 25th day of each month and submit the video(s) to the JEA Project Manager before the end of the 27th day of each month. If Company fails to submit the video(s) to the JEA Project Manager before the 28th day of each month, JEA reserves the right to have the video tape(s) taken by an independent Recording Company at the Company's expense.

In addition, the Company shall provide unedited video(s) with superimposed timer and vocal commentary of the preconstruction and post construction conditions. Video(s) shall be DVD format and include both sides of the right-of-way and record close attention to paved and unpaved driveways and walkways; conditions of lawns, shrubs, flowers, flower beds, and trees; conditions of pavement, fences, signs, planters and any other item within the area of the Work or adjacent right-of-way. The video(s) shall become a part of the Contract Administrator's and JEA Project Manager's permanent job records. The video(s) shall be indexed using the timer for locations by stationing and by street intersections.

The video(s) shall include each waterway crossing. An upstream and downstream view of each bank at the point of crossing shall be taken recording the inertial zone and/or mean high water level. Also, a view of the line route shall be taken from each bank of the crossing and elsewhere as the JEA Project Manager may direct. Construction shall not begin until video recordings are approved by the JEA Project Manager. The video(s) shall depict wet conditions of the Work Location and surrounding areas whenever possible.

2.13.31. 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.

2.13.32. 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.

2.13.33. 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.

2.13.34. 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.

2.13.35. COMPETENT PERFORMANCE OF THE WORK

The Company represents that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work through Final Completion. If, in the sole opinion of JEA, the Company fails to perform the Work as represented, JEA may, at its sole discretion, take charge of the Work and furnish and provide the labor, materials, and equipment necessary to complete the Work as planned within the required time if JEA deems the organization of the Company or its management, or the manner in which Company is performing the Work, to be manifestly incompetent or inadequate to complete the Work as specified. The Company shall pay JEA for the cost of all such Work completed by JEA.

2.13.36. 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.

2.13.37. 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.

2.13.38. 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.

2.13.39. 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.

2.13.40. DELIVERY LOCATION

The delivery address for items provided under this Contract is: SEE TECHNICAL SPECIFICATIONS.

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.

2.14.2. NPDES PERMIT CONFORMANCE

The Company shall obtain all other applicable local, state, and federal permits. It is unlawful to have any discharges that are not composed entirely of stormwater (except discharges pursuant to a NPDES permit) to the municipal separate stormwater system (MS4). Only non-contaminated water/non-turbid water shall be transported through the MS4. Groundwater discharge (approved by JEA) from dewatering activities may be routed into the stormwater system providing that erosion, and transportation of suspended solids to the system is prevented. If contaminated soil or contaminated groundwater is encountered, the dewatering activity shall cease immediately, and the Company shall contact the Florida Department of Environmental Protection and notify the appropriate department of the incident immediately.

2.14.3. NPDES PERMIT CONFORMANCE - DEWATERING

If Company encounters groundwater, the Company shall be responsible for obtaining; a *Generic Permit for Discharge of Produced Ground Water From any Non-Contaminated Site Activity* from the Florida Department of Environmental Protection (FDEP), and a *Noticed General Permit for Short-term Construction Dewatering* from the St. Johns River Water Management District (SJRWMD) before any dewatering activities can begin.

Company shall also be responsible for developing and utilizing a dewatering system(s) to remove water from the excavations. Prior to beginning any dewatering, the Company shall submit a dewatering plan to JEA for review. The Company shall comply with all sampling requirements listed in FDEP regulation (62-621.300(2) F.A.C.) before any dewatering can begin. The Company shall submit to JEA the sampling analysis results. In the event the sample analysis fails to meet FDEP water quality standards as established in applicable rule, the Company shall not proceed with further permitting or dewatering activities, shall notify JEA of any failure to meet applicable standards, requirements, or rules, and shall await instruction from JEA.

The dewatering plan developed by the Company shall further consider the dewatering volume as estimated using traditional and customary methods. The dewatering plan shall comply with the requirements of 40C-2 and 40C-22, F.A.C., and additional requirements as may be mandated or amended by SJRWMD. In the event the dewatering plan does not comply with those requirements applicable to the *Noticed General Permit for Short-term Construction Dewatering* the Company shall not proceed with further permitting or dewatering activities, shall notify JEA of any failure to meet applicable standards, requirements, or rules, and shall await instruction from JEA.

If the above requirements are not followed, the Company shall be held liable for any fines and/or violations incurred by JEA.

2.14.4. NPDES PERMIT CONFORMANCE - STORMWATER POLLUTION PREVENTION

The Company shall obtain as necessary a *Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)*, and shall develop a Stormwater Pollution Prevention Plan (SWPPP) compliant with local, state, and federal rules, laws, and ordinances. Company shall be responsible for implementing the SWPPP, installing and maintaining in a functional manner structural and nonstructural best management practices as described therein, evaluating the effectiveness of the best management practices, and employing additional performance based best management practices as may be deemed necessary by JEA. The Company, at its own expense, shall revise, or include as addendum to the SWPPP measures as maybe required by a local, state, or federal authority to remain compliant with local, state, and federal rules, laws, and ordinances.

No additional payments shall be made to Company for revisions or addendums to the SWPPP, or for the actual implementation of those revisions on the Work site, including those made so as to achieve functional performance based best management practices.

The Company shall obtain all other applicable local, state, and federal permits subsequent to notification of JEA of the need for such authorization(s). It is unlawful to have any discharges that are not composed entirely of stormwater (except discharges pursuant to a NPDES permit) to the Municipal Separate Stormwater System (MS4). Only non-contaminated water/non-turbid water shall be transported through the MS4. Groundwater discharge (approved by the FDEP pursuant to 62-621.300(2)) from dewatering activities may be routed into the stormwater system, drainage ditch, creek, river or wetland providing that erosion, and transportation of suspended solids to the system is prevented. If contaminated soil or contaminated groundwater is encountered, the dewatering activity shall cease immediately, and the Company shall contact JEA's Environmental Coordinator, Andrew Sears at (904) 665-7719.

All contractors conducting land disturbing activities shall have at least one corporate representative that is certified for the Florida Department of Environmental Protection Erosion and Sediment Control Inspector Training Manual.

For projects with greater than one acre of disturbed land, a person certified pursuant to the Florida Department of Environmental Protection's Erosion and Sediment Control Inspector Training Manual or trained by a certified person shall make the routine inspections shall be maintained and kept on the construction site and made available for inspection during land-disturbing activities. Such inspection shall be made no led that daily and a log of such inspections shall be maintained and kept on the construction site and made available for inspection by City and JEA inspectors throughout the duration of land-disturbing activities. If the inspector is trained by a certified person but not certified themselves, accurate training records must be kept and evidence of annual refresher trainer shall be maintained.

Any required erosion and sediment control plans submitted to the City of Jacksonville must conform to the requirements in the FDEP's Florida Department of Environmental Protection's Erosion and Sediment Control Inspector Training Manual or the provisions contained in the Land Development Procedures Manual, whichever

Upon approval to proceed to do so by the Owner, the Company shall complete a *Notice of Termination (NOT)* (DEP Doc. No. 62-621.300(6), F.A.C.), to terminate the CGP coverage within one (1) week of final site stabilization.

If the above requirements are not followed, the Company shall be held liable for any fines and/or violations incurred by JEA.

2.14.5. PREVENTION, CONTROL AND ABATEMENT OF EROSION AND SILTATION

The Company shall take steps and make suitable provisions to minimize siltation and erosion of waterways that may result from its operation during the course of construction.

The Company shall make suitable arrangements, which may require the temporary construction of flumes, boxes, or some other device(s), at the Work Location for the drainage and disposal of water. The Company shall be responsible for protecting adjacent property to the Work Location from damage by water resulting from its operations. The Work Location shall be returned to its original condition to the satisfaction of JEA.

The Company is cautioned that execution or maintenance that creates turbidity and that directly or indirectly affects the water quality of any waterway into which storm water is discharged in such a manner as to exceed the limitations prescribed in the Florida Administrative Code, is a violation of the water quality standards of the State of Florida.

Turbidity shall not exceed 29 NTU's, above background level within 100' of the construction activity. Costs incurred by the Company for compliance to the restrictions outlined above shall be included in the cost of the items for which the turbidity control is required, unless a separate line item is included in the Bid Document for turbidity control. Silt barriers shall be used at all waterway crossings or at any time during construction that siltation or erosion may occur. The Company shall submit to the JEA Engineer, for written approval prior to construction, the method to be used to control the turbidity. The JEA Engineer's approval of the method to be used in no way relieves the Company of the liability in case of a citation against JEA.

2.14.6. SILT FENCE ASSEMBLY

The Company shall furnish and install silt fence assembly (including fabric, stakes, etc.) in accordance with the details shown on the Erosion Control Drawings and as required by the Storm Water Pollution Prevention Plan (SWPPP). Company will be responsible for all costs associated with silt fence assembly. There will not be a separate line item for silt fence assembly on the Bid Form.

2.14.7. DRAINAGE ALONG RIGHTS-OF-WAY

The Company shall so conduct its operations and maintain the Work in such condition that adequate drainage shall be in effect at all times. The Company shall not obstruct existing gutters, ditches and other runoff facilities.

2.14.8. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) CERTIFICATION OF COMPLETION

Following satisfactory bacteriological clearance, installation and testing of the piping systems or mains installed under the Contract, the Company shall submit to the Contract Administrator Company-certified, as-built drawings of sufficient detail and accuracy to allow application to FDEP in accordance with the provisions set herein for Certification of Completion. This Certification of Completion must be obtained prior to making final tie-ins and/or service transfers or connections. The Company shall schedule its Work to allow sufficient time for processing the Certificate of Completion. The submittal of as-built drawings in order to obtain the FDEP Certificate of Completion

does not relieve the Company of the requirement to submit final as-built drawings as specified in the Contract Documents.

2.14.9. HAND DIGGING AROUND TREES, TREE TRIMMING, ARBORIST SERVICES AND TREE REMOVAL

No separate measurement and payment shall be made for hand digging around trees, tree trimming, and provision of arborist services, but all cost shall be included in the associated item of work in the bid form. Hand digging, tree trimming, and arborist services shall include but not be limited to all labor, equipment and supervision required to successfully hand dig or trim tree branches where tree roots or branches may be destroyed or injured due to the Work. Item shall include services of a certified arborist as required by the City landscape architect to ensure minimal or no damage to tree canopy or root system. If the tree canopy or root system is damaged, the Company, at its own expense, shall repair, restore, or replace the tree at the direction of the arborist. The Company shall review the drawings and visit the Work area prior to the bid to satisfy itself as to the amount of tree removal and disposal to be performed to complete the Work, and the extent of tree trimming required to perform the work. All tree mitigation costs shall be borne by the City of Jacksonville. Trees identified on the drawings for removal shall not be paid for separately, but all associated cost for removal and disposal and subsequent compacted soil backfill replacement shall be included in the associated item of the work.

2.14.10. APPLICABLE WATER AND SEWER STANDARDS, DETAILS AND MATERIALS

All Work shall be done in accordance with the latest version JEA Water and Sewer Standards, Details and Materials. The JEA Water and Sewer Standards, Details and Materials manual may be obtained from jea.com.

2.14.11. INTERRUPTION OF SERVICE

The Company shall not operate any valves, nor otherwise interrupt water and/or sewer service, without first obtaining permission from the JEA Engineer. The JEA Representative shall be present during any interruption of service.

If the Company must shut down a main or portion of a main, thereby causing an interruption of water service, the Company shall provide the JEA Engineer with the following information, in writing, a minimum of four days in advance of any anticipated interruption of service:

- Date and time of outage.
- Purpose of the outage.
- Map of the area to be affected by the outage.
- Letter stating all offices, businesses, and residents have been or will be notified by Company at least four days in advance of the outage (unless JEA chooses to issue such notification).
-

The Company is not authorized to proceed with requested Work without prior written notice from JEA Engineer that such actions are approved.

In the event of a major emergency that endangers life or property, the Company may take immediate action before notifying JEA. In all cases, however, JEA shall be notified in writing at the earliest opportunity after addressing the emergency.

2.14.12. MAILBOXES

The Company shall carefully remove and relocate mailboxes affected by construction operations to allow for uninterrupted mail service. All temporarily relocated mailboxes shall be reinstalled permanently as soon as construction operations allow. The condition of the reinstalled mailboxes shall be at least equal to the original

facility, as directed by JEA. Company shall be responsible for removal, relocation or reinstallation of mailboxes. There will not be a separate line item for Mailbox removal, relocation or reinstallation on the Bid Form.

2.14.13. METERS

The Company shall pay all fees and charges required for connections to utilities, concurrency management, parking meter rental/removal and any other assessments imposed on the Work or initial occupancy of the Contract, except those specifically listed herein as provided by JEA.

2.14.14. SEWAGE SPILLS

The Company shall minimize the amount of sewage released into excavations by notifying affected parties of the service interruption, predraining affected lines, insuring pump station (non-)operating status, etc. The Company shall notify JEA immediately verbally, with written notification to follow.

The Company shall take precautions to prevent sewage from contacting the ground. If sewage contacts the ground, the Company shall take appropriate measures to disinfect the area of the sewage release. If pooling sewage is observed, the Company shall vacuum remove the sewage, or remove the sewage by other means acceptable to the JEA Representative, and dispose of the sewage in accordance with environmental and public health regulations. The Company shall clear any sanitary systems found plugged due to this type of pumping activity at its own expense.

2.14.15. SUBSURFACE INVESTIGATION

A geotechnical exploration of existing conditions including soft digs where necessary in the general area of the proposed Work has been performed and a report of the findings and recommendations are attached

2.14.16. SURVEYING

Unless specifically stated in the Contract Documents as being provided by JEA, the Company shall be responsible for all surveying necessary to commence and perform this Work. The Company shall employ a land surveyor registered in the State of Florida to reference and restore all property corners and/or monuments that may have been disturbed and to ensure accurate horizontal and vertical control during the construction of this project and for staking locations for new structures. Height and spacing of stakes to be as specified elsewhere herein or as directed by JEA Engineer.

All Work shall be done to the lines, grades and elevations shown on the drawings. Any Work improperly located may be ordered removed and replaced at the Company's expense. The Company shall be responsible for making its own determination of water table variations and shall not assume that any water levels shown by the aforesaid boring data will necessarily be maintained at the level indicated. The Company shall investigate the conditions above or below the surface of the ground as it may deem necessary for the proper and timely performance of its Work including, but not limited to, the making of borings.

2.14.17. TEMPORARY ROADWAYS

If the Company's operations render any street or private way unsafe, the Company shall make such repairs or provide such temporary ways and guards necessary for the protection and safety of JEA's and the Company's employees and subcontractors, and the public, and for the orderly maintenance of traffic.

The Company shall always provide and maintain a hard-surfaced roadway for traffic. Where temporary detours of lanes are required, they shall be asphalt-paved by the Company. The Company may construct paving section(s)

appropriate to support traffic, provided the surface is smooth and the profile reasonable, and as a minimum, consists of 1 inch of bituminous structural course over a 6-inch lime rock base that was inspected and approved by the JEA Engineer. Should any temporary pavement fail, the Company shall be responsible for repairing it, at its own cost, before close of Work on the day notification is given. Should the Company be unable to make such repair by close of Work, the Company shall notify the Contract Administrator and provide an estimated time when repairs can be made. No repair timeframes shall exceed 48 hours. Any damages, either direct or indirect, resulting from such temporary pavement failures shall be the sole liability of the Company.

All lime rock base material used for temporary pavement and constructed in proposed grassed areas shall be completely removed and disposed of by the Company prior to final restorative grassing operations. The area shall be backfilled with material stockpiled on the Work Location that is conducive to growth of the plant material. All costs associated with this work shall be included in the cost for the associated item of work.

2.14.18. BYPASS PUMPING

The Company shall provide all necessary labor, materials and equipment to maintain the uninterrupted sewer service of laterals, mains, trunks, force mains and pump stations at all times. The manner in which this is accomplished shall be left to the discretion of the Company, subject to the requirements of the Contract and the prior approval of the JEA Engineer. The JEA Engineer's approval in no way relieves the Company of any liabilities resulting from the bypass method chosen.

The Company shall not allow any sewage, at any time, to be pumped into any drainage structure or to spill, puddle, or run upon any street, construction trench, public or private property.

The responsibility for coordinating the need, length of time, method, and suction and discharge locations for bypass pumping shall be the responsibility of the Company subject to approval by the JEA Engineer.

2.14.19. TRAFFIC SIGNAGE

Costs incurred by the Company to provide new signage and pavement markers, or remove and replace existing signage as necessary to accomplish the work shall not be paid for separately but shall be merged with the cost of the associated item of work. Damaged signage shall be replaced with new signage. All signage and pavement markers in accordance with the drawings and City Traffic Engineer's requirements.

2.14.20. TREE PROTECTION

The Company shall protect all trees, in accordance with applicable city and county laws, from damage by vehicles, equipment and machinery, except those trees designated for removal on the construction drawings and for which the Company shall be responsible for obtaining all required approvals and permits. Removal of any tree not so designated nor permitted, shall be only upon specific approval by the JEA Engineer.

Excavated dirt shall not be piled around the base of any tree not designated for removal. The Company shall not bury or burn any refuse around or near the trees. The Company shall proceed with caution when excavating in the vicinity of root structure of any tree. Excavation shall be by hand if necessary.

Roots up to 2" in diameter when severed do not require any pruning paint. Roots from 2" to 4" in diameter must be severed with a pruning saw and painted. Roots over 4" shall not be severed except as directed by the JEA Engineer.

An ax or similar tool is not acceptable for pruning. The wood shall be treated with asphalt-type pruning paint as soon as possible after pruning.

Prior to any site disturbance, barriers shall be put up around each tree to be protected. These barriers shall be constructed of 2 x 4's or any other practical materials that will discourage disturbance near the tree. To conform to applicable city and county laws and codes, these barriers should be at least 6' away from the trunk of the tree and protect an area that is at least 50% of the unpaved area covered by the crown spread of the tree. When conditions permit, barriers are to be placed in such a manner as to provide the largest undisturbed area possible.

Cutting tree roots shall be kept to a minimum and only allowed when absolutely necessary. In such instances the Company shall ensure that all cuts are made clean with a saw, free of all loose soil, and sealed with pruning paint or shellac. At no time shall roots be pulled, ripped or cut with a blade, backhoe or other mechanical device. Additional fill under the crown spread of trees shall be kept to a minimum. If additional fill is unavoidable, all fill material shall consist of clean, coarse sand or gravel, free of silt and clay to allow for free movement of air and water. Lowering the grade under the crown spread of trees will not be permitted.

Should branches require pruning to provide for roadway or other necessary clearance, they shall be cut back to a main stem or crotch of the tree. All cuts shall be made at the bench collar to allow the natural healing process of the tree to occur. To further promote the natural healing process, no pruning paint or other material shall be applied to pruning cuts.

If a tree is wounded during construction, all bark surrounding the wound shall be cut away and carefully removed. Care shall be taken to leave as much cambium as possible.

Any tree whose root system has been disturbed or damaged must be properly fertilized to aid in its recovery. The hole or punch-bar method shall be used for applying fertilizer. The holes should be approximately 12" to 18" deep, 1" to 2" in diameter, 2' apart, and extend 2' past the drip line of the tree. The Company shall not apply fertilizer within 1 foot of the trunk of a small tree (up to 6" in diameter) or within 3' of the trunk of a large tree (over 6" in diameter). Injury to the root collar and trunk base may result. The type of fertilizer to be used shall be 25% organic 8-8-8 with minor elements included. Chemical analysis as follows: Total Nitrogen, not less than 8.00%, available Phosphoric Acid, not less than 8.00%, water soluble potash, not less than 8.00%. Fertilizer shall be applied at the following rates and shall be evenly distributed among the holes:

- Hardwoods up to 6" dia. 2 lb. per inch of dia.
- Hardwoods over 6" dia. 4 lb. per inch of dia.
- Evergreens up to 6" dia. 1 lb. per inch of dia.
- Evergreens over 6" dia. 2 lb. per inch of dia.

2.14.21. CONSTRUCTION PARKING

No Company employee vehicular parking will be allowed within the construction footprint. All parking will be offsite. Company shall be responsible for ferrying its employees to and from the Work Location. This will reduce the number of complaints associated with number of vehicles clogging roadways and ruts associated with offstreet parking, as well as provide additional ingress/egress corridor for required construction vehicles.

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 which are available upon request.

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 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 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 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 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 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 or more letters of deficiency within any 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 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. DENSITY TEST ALLOWANCE

The Company shall hire one or more testing laboratory(ies) to perform all sampling, field testing and laboratory testing as specified herein, or as directed by the JEA Engineer. All testing is to be performed under the direct supervision of a registered geotechnical engineer. The cost for all testing shall be included in the Bid, there will be no test allowance on the bid form.

2.16.2. 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.

2.16.3. PERMITS TO BE OBTAINED BY JEA

JEA will obtain the following permits, approvals and licenses: PER TECHNICAL SPECIFICATIONS.

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. EFFECTIVENESS OF CHANGE ORDER

Any change in the Contract resulting from the RFI will be incorporated into the Contract through the use of a Change Order, Supplemental Work Authorization or Purchase Order. Whether requested by the Company, claimed by the Company, or contemplated by JEA, no change shall be authorized and effective unless made through an approved Supplemental Work Authorization (SWA) or on a JEA Change Order signed by the Contract Administrator or through a formal written amendment to this Contract. All Work defined on Change Orders shall be subject to the conditions of the Contract, unless specifically noted on the Change Order.

2.17.4. 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.

2.17.5. 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.

2.17.6. 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 ten 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.

2.17.7. 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.

2.17.8. 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.

2.17.9. 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.

2.17.10. CHANGES IN THE WORK

Changes in the Work, including changes to scope, quantities, price, schedule or completion date, may be authorized through Supplemental Work Authorizations or through a Change Order.

2.17.11. CHANGES TO WORK SCHEDULE OR TIME

The Work schedule and/or contract time may be changed by a Change Order, Purchase Order or SWA. The Company's request or claim for a Work schedule and/or contract time adjustment shall be in writing delivered to the Contract Administrator within ten (10) working days following the discovery of the event that prompted the claim or the date 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 the request shall be grounds for rejecting the claim. The critical path as used in this Section 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.

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. 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.

2.18.4. 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.

2.18.5. 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.

2.18.6. 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.

2.18.7. HEADINGS

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

2.18.8. 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.

2.18.9. 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.

2.18.10. 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.

2.18.11. 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.

2.18.12. 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.

2.18.13. 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.

2.18.14. 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.

2.18.15. 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.

2.18.16. 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.

2.18.17. 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.

2.18.18. 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.

2.18.19. TIME OF ESSENCE

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

2.18.20. 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.

2.18.21. 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.

2.18.22. 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.

2.18.23. 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 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

3.1. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A)

Technical Specifications and a Detailed Scope of Work are located in Appendices A and C of this document.

080-18 Appendix A - Bradley Rd PS Technical Specifications
080-18 Appendix C - Argyle Forest Blvd PS Technical Specifications

4. FORMS

4.1. FORMS (APPENDIX B)

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