

# 104-17 APPENDIX A TECHNICAL SPECIFICATIONS

## Water/ Wastewater - General Construction Services for JEA

### 1. SCOPE OF WORK

- 1.1. JEA is seeking the services of experienced industrial contractors that possess technical expertise in the operations, maintenance, and construction at a large municipal utility. JEA intends to award up to three (3) continuing service contracts for the work. The work will consist primarily of capital and O&M projects that are planned or developed throughout the course of a three (3) year contract period. Individual projects may vary widely in size and scope. The services that are performed will be those not already contracted for in other JEA service contracts. Work will be assigned by a closed bid method between contract holders and is only limited by the ability of the Contractor(s) to perform the work. The construction and maintenance activities performed under this contract will take place primarily at Water and Wastewater plants Water well sites and WW Pump Stations, however, they can also occur at various locations and business units within JEA.

General W/WW Work areas may include, but not be limited to, the following:

- Water & Wastewater Plants , Production Water Well sites and WW Pumping Stations;
- Water and Wastewater Environmental projects associated with the W/WW sites;

General W/WW Work scope may include, but not be limited to, the following:

- Equipment furnish, install, repair, removal, re-installation and alignment.
- Piping, valves, and tubing installation, modification, and repair, above and below ground.
- Installation, repair, cleaning, or rebuilding of chemical system piping, pumps, and appurtenances.
- Concrete installation, repair and demolition.
- Steel fabrication, installation, repair and demolition.
- Ancillary electrical installation, repair or demolition.
- Duct and expansion joint installation, repair and replacement.
- Conveyor system installation, modification, and repair.
- Storage tank installation, modification and repair.
- Instrumentation and communications installation, modification, or repair.
- Process equipment installation, repair, cleaning and rebuild.
- Earth work and civil work, including foundations incidental to the above.
- Insulation of new and repaired work.
- Protective coating, furnishing and install.
- Demolition and disposal of existing facilities.
- Well Head installation and repair
- Pump removal, repair and installation
- Production water well rehabilitation

**Work shall not include asbestos or lead abatement unless a specific situation is discussed and arrangements are made to account for the cost difference.**

All contract work shall include the following:

- Providing labor, material, equipment and subcontracts for construction services;
- Providing schedule, cost control, reporting and other audit systems;
- Providing technical, administrative and supervisory construction personnel;

## **2. GENERAL REQUIREMENTS**

- 2.1 Contractor shall provide labor, materials, equipment (owned, leased, or rented), and subcontracts on an “as needed” basis for general construction services.
- 2.2 The Contractor shall be qualified to perform all aspects of general construction, including, but not limited to, the work scope listed herein.
- 2.3 Contractor shall employ skilled labor capable of performing the kind of work assigned. All workers employed by the Contractor shall have thorough knowledge of their craft and have experience in a large industrial plant-type environment. Any worker employed by the Contractor who exhibits inadequate experience, or inability in their field, shall be discharged at the discretion of the JEA Project Representative. Contractor shall maintain documentation verifying employees’ skills in the form of resumes, job applications, etc., which will document an employee's ability in their field(s). Documentation will be made available to the JEA Project Representative upon request.
- 2.4 All materials and workmanship supplied by the Contractor shall be first quality in every respect in accordance with JEA W/WW Standards and/or the best modern practice. Whenever there is a reasonable doubt about what is permissible and when the quality of any work is not stated, the interpretation which requires following the JEA W/WW Standards is to be followed. All items not covered under the JEA W/WW Standards will be the responsibility of the JEA Project Representative to make the final decision.
- 2.5 Contractor shall not initiate ‘out of scope’ services without obtaining prior authorization from the JEA Project Representative. For example, if during the course of the Work, a potential problem or issue is identified by the Contractor, the JEA Project Representative shall be notified immediately of the problem/issue and may then initiate an authorization to the Contractor for ‘out of scope’ services.
- 2.6 Contractor shall observe all Federal, State, and Local industrial safety rules, regulations, codes, and standards. Contractor shall also observe all JEA Safety and Security Policies and Procedures, as a minimum requirement.
- 2.7 Contractor shall not be required to provide an onsite office, but space can be provided for a field office trailer. All costs associated with the purchase, setup, and maintenance of a field office trailer shall be borne by the Contractor.
- 2.8 The Contractor is advised that other projects may be in progress during this agreement period. Coordination and cooperation with other Contractors, and JEA personnel and others working in the area will be required to insure the work will be completed on schedule.
- 2.9 Contractor shall be responsible for all labor and material costs associated with the replacement of any existing plant equipment, etc. components that may be damaged by the Contractor during the course of the Work.
- 2.10 JEA, upon request, shall provide general arrangement drawings for the Contractor to use for the purpose of this contract.

## **3. SPECIFIC REQUIREMENTS**

- 3.1 Contractor shall provide a Primary Contact to be assigned to the contract that will be accessible twenty-four (24) hours per day, seven (7) days per week, inclusive of holidays. This person shall act as the primary interface between JEA and the Contractor. Should there be a change in employment for the Primary Contact (i.e., promotion, resignation, termination, etc.) the Contractor shall notify the JEA Contract Administrator within twenty-four [24] hours of the event.

- 3.2 Contractor shall provide a Secondary Contact in the event the Primary Contact is not available for any reason.
- 3.3 Contractor shall provide small tools less than \$1,000.00 (expendable and non-expendable), consumable supplies, and Personal Protective Equipment (**PPE**) (i.e., safety glasses, hardhats, hearing protection, steel-toed boots, and standard work gloves, at a minimum). Small tools, consumables, and safety equipment shall include the kind and type commonly used in the industry and shall include portable radios and cell phones. See Paragraph 9.3.6 of these Technical Specifications for more information.
- 3.4 Contractor's employees shall have the Contractors' name and an employee number on their hard hat.
- 3.5 Contractor shall supply all Safety Data Sheets (SDS) prior to any material arriving at the project laydown area.
- 3.6 Contractor shall verify existing conditions and dimensions prior to starting work. Any discrepancies must be brought to the attention of the JEA Project Representative.
- 3.7 Contractor shall furnish Port-o-Lets, wash stations, and a break area for their employees, as needed.
- 3.8 Contractor shall be responsible and assume all liability for the disposal of all waste products (such as construction waste, general trash, and sanitary waste, etc.) that are generated by the Contractor, unless prior arrangements are made with the JEA Project Representative.
- 3.9 Contractor shall immediately notify the JEA Project Representative of any suspected asbestos containing materials (ACM) found during the course of the Work.

Good communications foster good relationships and benefit all parties. The Contractor will be required to attend and actively participate in pre-construction meetings as well as bi weekly or monthly status meetings. The Contractor shall provide a knowledgeable person (Project Manager or Superintendent) for in-person or teleconference meetings.

#### **4. CONTRACTOR SAFETY**

- 4.1 **IT IS EXTREMELY IMPORTANT THAT THE CONTRACTOR AND JEA WORK TOGETHER TO ADDRESS ANY SAFETY CONCERNS SUCH THAT POTENTIAL ACCIDENTS ARE AVOIDED.**
- 4.2 All employees of the Contractor, who perform work on JEA property, shall be JEA Safety Qualified. Contractor Supervisors/Foremen will be required to attend the Safety Leadership Development program offered through the Northeast Florida Safety Council (NEFSC) or an equivalent program as required by the JEA Contractor Safety Program.
- 4.3 Site specific training shall be required to work at each electric plant location. The JEA Safety Department or JEA Project Representatives will provide a PowerPoint Training module for the site location. Contractor is responsible for ensuring ALL personnel have received the appropriate safety training, as required by JEA Contractor Safety Program, and shall submit a roster of the employees who received the training.
- 4.4 Contractors are required to wear proper Personal Protective Equipment (PPE). PPE minimums include safety footwear, hard hat and safety glasses. Hearing protection is required while working in electric plant power block areas and when operating machinery or equipment (including saws). Ripped jeans, shorts, tennis shoes, sleeveless shirts, and shirts with offensive logos or messages are not permitted. Footwear must have safety toes.
- 4.5 Contractor shall maintain a safe work environment at all times. Contractor shall keep their work areas free of trip hazards daily and shall maintain excellent housekeeping through the completion date of each

task or project. Contractor shall provide any and all dust curtains, temporary partitions, walk-off mats or any other barricade or process necessary to keep the job site clean.

4.6 Contractor shall abide by the JEA Hot Work Permit Program, Lock Out/Tag Out Procedure and the Confined Space Entry Procedure.

4.7 Contractor shall abide by the JEA Contractor's Safe Work Practices Manual.

## 5. ENVIRONMENTAL

5.1 JEA is under strict environmental standards with respect to all construction activities, including purchasing, delivery, erection, and operation / maintenance of equipment.

5.2 Violations of standards may result in fines against and/or imprisonment of the guilty parties. The Contractor's work shall be in compliance with all applicable environmental standards. The Contractor is liable for breaches of permit conditions instigated by its personnel.

5.3 JEA shall assist the Contractor in environmental compliance by providing information upon request and monitoring the work. Environmental standards are contained in permits, permit application materials, Conditions of Certification, stipulations, and compliance documents. Copies of these documents are available for inspection at the JEA Environmental Compliance office. The Contractor shall cooperate fully with JEA in insuring compliance, including participating in meetings, implementing the JEA Contract Administrator's instructions, and performing other actions as requested.

## 6. SECURITY

6.1 Contractor shall supply a list of names of the personnel they will be using during a given project to the JEA Project Representative prior to start of the project so they can secure their access into the plant. **Photo ID's are required for all personnel that will be working on JEA property.**

6.2 Only authorized Contractor personnel will have drive-on plant access. Contractor is responsible for transporting their personnel from the JEA designated parking area to their work area.

6.3 A JEA-issued security badge shall be visible at all times while on JEA property. Any Contractor or Subcontractor personnel without a JEA badge must be escorted by a badged individual at all times while on the property.

6.4 Background checks and mandatory training may be required for entry to NERC regulated spaces.

6.5 Parking on JEA property shall be approved through the JEA Project Representative. Parking for Contractor vehicles and Contractor personnel vehicles is limited to six (6) vehicles within the facility. All Contractor vehicles driven onto plant sites must be properly identified with Contractor placards. Additional parking for personnel is available off-site in the designated Contractor parking area.

## 7. WORK HOURS

7.1 JEA normal business hours are Monday through Friday 7:00 AM to 5:00 PM. Excluding select Holidays observed by JEA.

7.2 Contractor shall not be permitted to perform work outside of the normal working hours without prior approval of the JEA Project Representative.

7.3 Overtime (OT) hours or project schedule remediation hours that are performed outside of a normal work day or work week, including weekends and holidays shall be approved in advance by the JEA Project Representative. Whenever overtime and/or schedule remediation hours outside the normal work hours and/or on observed holidays is granted at the request of the contractor the hourly compensation for the

required JEA Representative may be (at the discretion of the JEA project manager) the sole responsibility of the contractor.

## **8. MOBILIZATION / DEMOBILIZATION**

- 8.1 Mob/Demob is a one-time, flat rate all-inclusive charge (round trip, portal-to-portal) that may apply to equipment and/or personnel that are not normally housed in close proximity to the Work site. The Mob/Demob charge may include transportation costs and/or set-up/take-down costs. It is expected that the Contractor shall have most personnel and equipment housed within a short drive to the JEA work sites and that there will be little or no set-up/take-down charges for most equipment. Mob/Demob charges may vary depending upon the scope of services required for each Task Authorization. Mob/Demob shall be compensated under the following conditions:
- 8.2 The Contractor will be allowed to deliver and stage equipment and supplies on JEA property in an area designated by the JEA Project Representative.
- 8.3 Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment and supplies to the work site; establishment of temporary buildings, facilities, or infrastructure, and other general facilities necessary for the Contractor to execute the Task Authorization.
- 8.4 Demobilization shall include all activities and associated costs for transportation of personnel, equipment, and supplies not required or included in the contract from the work site; including the disassembly, removal, and site cleanup of temporary buildings, facilities or infrastructure assembled on the work site specifically for the Task Authorization.
- 8.5 Payment for Mobilization shall be made once mobilization activities have ceased and an invoice has been submitted. Payment for Demobilization shall be made once demobilization activities have been completed to the satisfaction of the JEA Project Representative.

## **9. EMERGENCY MOBILIZATION**

### **9.1 Emergency Mobilization**

The Contractor must have ready access to labor, materials and equipment (owned, leased, or rented) such that the Contractor will be ready to perform work within twenty-four (24) HOURS NOTICE under an Emergency Mobilization.

- 9.1.1 Contractor shall be required to mobilize on-site within twenty-four (24) hours of emergency notification.
- 9.1.2 JEA shall make every effort to notify the Contractor, as soon as possible, of the required scope of work.
- 9.1.3 The Contractor shall provide the necessary resources to meet JEA's project work schedule.
- 9.1.4 Signature on the bid form acknowledges the Contractor's acceptance that they shall comply with the Emergency Mobilization time allowance of twenty-four (24) hours.

## **10. PAYMENT METHODS**

### **10.1 Purchase Order and Task Authorization**

- 10.1.1 When JEA issues a Purchase Order for an associated Task Authorization (TA), the Contractor shall invoice JEA in accordance with the instructions set forth in the Purchase Order. JEA may pay the Contractor for the work described on the Task Authorization either upon the Contractor's completion of and JEA's acceptance of the entirety of the Task Authorization work or by JEA Acceptance of a pre-determined Schedule of Values or Milestones for the work.

- 10.1.2 Pursuant to the type of work authorized by the TA, JEA shall choose to either bid the Work on a Lump Sum basis among the Contractors currently under contract, or the work shall be assigned to one of the Contractors under Contract with JEA and shall utilize Cost Reimbursable / Time & Material (T&M) pricing.
- 10.1.3 Task Authorizations under this solicitation shall be limited to a maximum value of \$2,000,000.00 for all removal, replacement, repair and/or rehabilitation projects. Task Authorizations for construction **which are new construction** shall be limited to a maximum value of \$300,000.00, pursuant to Florida Statutes.

## 10.2 **Lump Sum Payment Method**

- 10.2.1 JEA shall pay the Contractor for Lump Sum work in the manner set forth below and the compensation provided shall constitute full payment for the work.
- 10.2.2 For individual tasks with a defined scope of work, a Lump Sum Price shall be obtained by competitive bidding among the Contractors under Contract with JEA. It is JEA's expectation that the Contractors shall be able to meet in person for a pre-bid meeting within 48 hours of notice. The Contractor and the JEA Project Representative shall mutually agree to the scope and pricing of the Lump Sum Task Authorization (TA). All duties, responsibilities and obligations assigned to or undertaken by the Contractor in performing the Lump Sum work shall be described in the TA and/or included in supporting drawings and specifications. If the Contractor elects not to submit a Lump Sum bid after being requested to do so, the Contractor must explain its reason in writing for not bidding to the JEA Project Representative at the time the bid was due. "No Bids" or refusal to bid or refusal to respond to a Lump Sum request for quote is deemed an unacceptable work practice.

***Special Note: It is important to note that should the number of "No Bids" for Lump Sum tasks by a Contractor exceed ten (10) during the contract term, JEA, at its option, reserves the right to terminate the contract.***

- 10.2.3 Any negotiated increase or decrease in the TA Price shall be based on the Contractor's costs for labor, materials, equipment (owned, leased or rented), and subcontracts directly applicable to the increase or decrease. The Contractor shall provide a complete detailed breakdown for all cost changes. A lump sum figure submitted with no breakdown will be returned to the Contractor without review. Upon agreement of a cost increase for the Work, JEA will issue a change order to the Contractor via a revised Purchase Order. Whenever the Contractor and the JEA are unable to agree on costs for an increase in the work, the JEA or JEA Project Representative shall instruct the Contractor to proceed with the work on a Time & Material basis.
- 10.2.4 Upon completion of the Task Authorization or completion of a pre-determined Schedule of Values or Milestones for the work, the Contractor shall submit an invoice per the JEA Purchase Order instructions. At a minimum, all Lump Sum invoices shall reference the Purchase Order number, Task Authorization number, Task Authorization Title, Percent Complete, including Invoice #, Invoice Date, and JEA Task Manager.
- 10.2.5 Final invoicing shall be submitted within sixty (60) days of project task completion.

## 10.3 **Cost Reimbursable / Time & Material (T&M) Payment Method**

### 10.3.1 **T&M Pricing**

- 10.3.1.1 JEA will pay the Contractor for T&M work in the manner set forth below and the compensation provided shall constitute full payment for the work.

- 10.3.1.2 Pricing of all T&M work shall be based on the Labor, Materials, Equipment (owned, leased, or rented), and Subcontract unit prices and markups submitted in the Respondent Rates Workbook.
- 10.3.1.3 For individual tasks utilizing T&M pricing, one of the Contractors under Contract with JEA will be chosen to perform the work. It is JEA's expectation that the Contractors shall be able to meet in person for a pre-bid meeting within 48 hours of notice. The Contractor and the JEA Project Representative shall mutually agree to the scope of work and not-to-exceed pricing of the T&M Task Authorization (TA). All duties, responsibilities and obligations assigned to or undertaken by the Contractor in performing the T&M work shall be described in the TA to the extent possible.
- 10.3.1.4 The Contractor and the JEA Representative shall compare records of the work performed on a T&M basis at the end of each day. These records containing time sheets, material receipts, etc. shall be prepared the next day by the Contractor and signed by the Contractor Representative. A copy of these records shall be submitted to JEA the same day, but no later than the next day, for approval and signed by the JEA Project Representative. A complete copy of these records for the work shall be submitted with the invoice.
- 10.3.1.5 If the total cost of a T&M Task Authorization is anticipated to surpass the agreed upon not-to-exceed price, the Contractor shall immediately notify the JEA Project Representative to discuss the additional cost exposure. Upon agreement of the cost changes, the Contractor shall submit a revised Task Authorization and a corresponding change order to the Purchase Order will be issued.
- 10.3.1.6 The amount of T&M work awarded to the Contractors will be actively managed by the JEA Contract Administrator in order to give all Contractors equal consideration. The intent of this measure is to seek a balanced portfolio of T&M work among the Contractors.

#### 10.3.2 **T&M Invoice Details**

- 10.3.2.1 On a monthly basis, the Contractor shall submit a preliminary invoice to the JEA/SJRPP Project Representative for approval. The preliminary invoice shall contain, at a minimum, the following backup documentation:
- 10.3.2.2 JEA Purchase Order number.
- 10.3.2.3 Task Authorization number.
- 10.3.2.4 Task Title and completion percentage.
- 10.3.2.5 Invoice number.
- 10.3.2.6 Invoice billing period.
- 10.3.2.7 JEA Task Manager
- 10.3.2.8 Scope of Work or Task Order description, including, if applicable, # of units installed, i.e., square feet, linear feet, cubic feet, pounds, gallons, etc.
- 10.3.2.9 Invoice summary for each project or task order to include line item expenses for labor, materials, equipment (owned, leased, or rented) and subcontracts with totals for each. For an example, see Attachment A.

- 10.3.2.10 A timesheet summary for all labor and supervision, including employee name, job classification, hours worked, dates worked, and hourly labor rates.
- 10.3.2.11 Daily timesheet and equipment usage sheet signed off by JEA Project Representative. For an example, see Attachment B.
- 10.3.2.12 Receipts for Material purchases.
- 10.3.2.13 Receipts for Equipment Rental costs (Including Fuel costs)
- 10.3.2.14 Receipts for Subcontract costs.
- 10.3.2.15 Other backup documentation, as deemed necessary to verify accuracy of billing.
- 10.3.2.16 Upon approval of the preliminary invoice by the JEA Project Representative, a final invoice shall be submitted to JEA Accounts Payable per the Purchase Order instructions.
- 10.3.2.17 Final invoicing shall be submitted within sixty (60) days of project task completion.

### 10.3.3 **Materials Mark Up**

- 10.3.3.1 For materials purchased by the Contractor and used in the execution of the Work, the Contractor 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 shall be added to these costs, but shall not be added to applicable sales tax, expedite charges, delivery or freight charges. The mark up amount shall equal the "Materials Mark Up" as stated in the Respondent Rates Workbook. The Mark Up amounts for each shall not exceed ten percent (10%).
- 10.3.3.2 The calculation for "Materials Mark Up" shall be expressed as follows:  
 Example: Cost of Material = \$2,000.00  
 "Materials Mark Up" = 5%  
 Total Material Cost plus Mark Up = \$2,000.00 x 1.05 = \$2,100.00
- 10.3.3.3 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 Contractor.

### 10.3.4 **Equipment Operating Costs**

- 10.3.4.1 For all equipment and machinery listed in the Respondent Rates Workbook under "Equipment Operating Costs", the Contractor shall submit unit pricing for each Equipment Type. The unit rates for each Equipment Type shall remain fixed during the three (3) year term of the contract including one-year renewal options, if exercised by JEA..
- 10.3.4.2 All vehicle operating rates and equipment operating rates shall be quoted inclusive of all operations and maintenance costs, including fuel and consumables not otherwise covered in the Respondent Rates Workbook.

### 10.3.5 **Equipment Rental Mark Up**

- 10.3.5.1 When rental equipment is utilized in the executing the Work, JEA will pay the actual equipment rental cost of such equipment, including sales taxes if required, and freight and delivery charges as shown by original receipted invoices. A mark-up amount shall be added to the equipment rental cost, but shall not be added to applicable sales tax, expedite charges, delivery or freight charges. The mark-up



amount shall equal the "Equipment Rental Mark Up" as stated in the Respondent Rates Workbook. The "Equipment Rental Mark Up" shall not exceed 10%.

10.3.5.2 The calculation for "Equipment Rental Mark Up" shall be expressed as follows:

Example: Cost of Equipment Rental = \$1,000.00  
"Equipment Rental Mark Up" = 10%  
Total Equipment Rental plus Mark Up = \$1,000.00 x 1.10 = \$1,100.00

10.3.5.3 Fuel charges for equipment rentals will be permitted as a billable cost and shall require fuel receipts which clearly document the equipment for which they were used.

10.3.5.3 JEA reserves the right to select and approve, or to reject the equipment to be used and the sources of supply of any equipment furnished by the Contractor.

#### 10.3.6 Subcontract Mark Up

10.3.6.1 The Contractor will be permitted to utilize approved Subcontracts to assist with the execution of the Work. JEA will pay the actual Subcontractor's cost as shown by copies of original receipted invoices. A mark-up amount shall be added to the Subcontractor cost. The mark-up amount shall equal the "Subcontract Mark Up" as stated in the Respondent Rates Workbook. The "Subcontract Mark Up" shall not exceed 10%.

10.3.6.2 The calculation for "Subcontract Mark Up" shall be expressed as follows:

Example: Cost of Subcontract = \$500.00  
"Subcontract Mark Up" = 10%  
Total Subcontract plus Mark Up = \$500.00 x 1.10 = \$550.00

10.3.6.3 In no instance shall the value of the Subcontractor's work exceed that of the Contractor, unless prior approval is obtained from the JEA Project Representative.

10.3.6.4 JEA reserves the right to select and approve, or to reject Subcontractors to be utilized by the Contractor. Subcontractors must meet all of the same requirements of the prime Contractor as stated in the Technical Specification.

#### 10.3.7 Small Tools (Less than \$1,000) and Consumable Supplies

10.3.7.1 Small tools and consumables are defined as expendable or non-expendable items required by each craft to perform their job where the initial cost of each item does not exceed \$1,000.00. Examples of small tools and consumable supplies would include items such as rags, hand cleaner, gloves, hammers, shovels, wire crimping tool, etc. (see Appendices D, E and F for a non-exclusive list of expendables and non-expendables). No itemized payment will be allowed for the use of small tools and consumable supplies. Instead, the cost of these items shall be considered an 'overhead' expense.

10.3.7.2 Specialty tools and equipment which are purchased specifically for a particular Time & Material TA, shall be reimbursed for the actual cost of such items plus a five percent (5%) mark up, including sales tax, if required, as shown by original receipted bills. Prior approval by the JEA Project Representative shall be required for the purchase of specialty tools and equipment.

10.3.7.3 Any specialty tools and equipment that the Contractor is directed to purchase by the JEA Project Representative shall become JEA Property and shall be returned to JEA Project Representative at the end of the project or the end of the contract, whichever time is more appropriate.

#### 10.3.8 **Overhead and Profit**

10.3.8.1 For T&M Task Authorizations, the application of these criterion will include an assessment of the level of profit and overhead that will be required by the Respondent to complete typical tasks. Such profit and overhead shall remain in effect for the duration of any Contract between JEA and the successful Respondent that arises from this Solicitation. JEA may negotiate projects with incentives or profit sharing prior to authorizing.

##### 10.3.8.2 **Home Office Overhead Percentage**

The Respondent's acceptable home office overhead compensation as a percentage of the actual cost of work. This percentage includes absorbed and unabsorbed home office expenses. This percentage should contain all small tools, consumables, support facilities, field office trailers, utilities, safety equipment, personnel salaries and functions carried out by the firms' home office. It shall include functions such as Safety (including on-site Safety Representatives), Quality Assurance / Quality Control (including on-site Quality Inspectors), Accounting, Payroll, Procurement, etc.

##### 10.3.8.3 **Profit Percentage**

The Respondent's acceptable profit as a percentage of the actual cost of work.

#### 10.3.9 **Administrative Costs**

10.3.9.1 Administrative costs will not be permitted as a separate billable cost. These costs must be included in the Hourly Labor Rates bid.

10.3.9.2 Time spent by the Contractor developing an estimate for a job will not be permitted as a separate billable cost. These costs must be included in the Hourly Labor Rates bid or Home Office Overhead Percentage.

### 11. **CODES AND REGULATIONS**

11.1 Contractor shall perform all work in accordance with established federal standards and regulations, local codes and regulations, and the current issues of the following codes and regulations.

11.2 American National Standards Institute (ANSI)

11.3 American Society of Mechanical Engineers (ASME)

11.4 Institute of Electrical & Electronic Engineers (IEEE)

11.5 American Society of Testing Materials (ASTM)

11.6 Instrument Society of America (ISA)

11.7 American Welding Society (AWS)

11.8 National Fire Protection Association (NFPA)

11.9 National Electric Manufacturers Assoc. (NEMA)

11.10 National Electric Code - (NEC or NFPA 70)

11.11 Occupational Safety and Health Administration (OSHA)

In case of a conflict between the above codes and regulations, Contractor shall perform all work in accordance with the more stringent code or regulation.