

**Solicitation
For Participation in
Helicopter based Transmission and Distribution Circuit Maintenance, Construction, Inspection
and Repair
for**



**Jacksonville, FL
Solicitation Number
129-17**

Mandatory Pre-Bid Meeting in Person or Teleconference on September 9, 2017, at 10:00 a.m.

**JEA Bid Office, Customer Center, 1st Floor, Room 002
21 W. Church Street, Jacksonville, FL 32202**

OR

Dial In 1-888-714-6484

Passcode: 817050

Bids are due on September 26, 2017 at 12:00 p.m.

**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 September 26, 2017, at 2:00 p.m.
in the JEA Bid Office, Customer Center 1st Floor, Room 002, 21 W. Church Street, Jacksonville,
FL 32206**

Table of Contents

1. SOLICITATION	6
1.1. INVITATION	6
1.1.1. SCOPE OF WORK.....	6
1.1.2. QUESTIONS (RFQ).....	6
1.1.3. INVITATION TO BID	6
1.1.4. MANDATORY PRE-BID MEETING IN PERSON OR BY TELECONFERENCE	7
1.1.5. OPENING OF BIDS.....	7
1.2. SPECIAL INSTRUCTIONS.....	8
1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION	8
1.2.2. EVALUATION METHODOLOGY	8
1.2.3. NUMBER OF CONTRACTS TO BE AWARDED	9
1.2.4. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS ..	9
1.2.5. SAFETY QUALIFICATION REQUIREMENTS (IFB).....	9
1.2.6. TIME	10
1.2.7. REQUIRED FORMS TO SUBMIT WITH BID	10
1.3. GENERAL INSTRUCTIONS	11
1.3.1. ADDENDA.....	11
1.3.2. CONTRACT EXECUTION AND START OF WORK.....	11
1.3.3. CONFLICT OF INTEREST	11
1.3.4. DEFINED TERMS	11
1.3.5. EX PARTE COMMUNICATION.....	12
1.3.6. JEA PUBLICATIONS.....	12
1.3.7. PROHIBITION AGAINST CONTINGENT FEES.....	12
1.3.8. RESERVATIONS OF RIGHTS TO JEA.....	12
1.3.9. SUNSHINE LAW	13
1.3.10. ESTIMATED QUANTITIES.....	14
1.3.11. ETHICS (IFB).....	14
1.3.12. MATHEMATICAL ERRORS	15
1.3.13. MODIFICATION OR WITHDRAWAL OF BIDS	15
1.3.14. AVAILABILITY OF BIDS AFTER BID OPENING.....	15
1.3.15. PROTEST OF BIDDING AND AWARD PROCESS	15
1.3.16. SHIPPING, FREIGHT, AND TRAVEL--F.O.B. DESTINATION	15
1.3.17. LISTING OF SUBCONTRACTORS	15
1.3.18. SUBMITTING THE BID FORM.....	15
1.3.19. CALCULATION OF THE BID PRICE.....	16
1.3.20. CERTIFICATION AND REPRESENTATIONS OF THE BIDDER.....	16
1.3.21. COMPLETING THE BID DOCUMENTS.....	16
2. CONTRACT TERMS AND CONDITIONS.....	17
2.1. CONTRACT DOCUMENT AND TERMS AND CONDITIONS	17
2.2. DEFINITIONS.....	17
2.2.1. DEFINITIONS	17
2.2.2. ACCEPTANCE	17
2.2.3. ADDENDUM/ADDENDA	17
2.2.4. ANNIVERSARY DATE	17
2.2.5. AWARD	17
2.2.6. BID DOCUMENTS.....	18
2.2.7. BID OR PROPOSAL.....	18
2.2.8. BID PRICE	18
2.2.9. BIDDER OR PROPOSER.....	18

2.2.10.	CHANGE ORDER.....	18
2.2.11.	COMPANY	18
2.2.12.	COMPANY REPRESENTATIVE.....	18
2.2.13.	COMPANY SUPERVISOR.....	18
2.2.14.	CONTRACT	18
2.2.15.	CONTRACT ADMINISTRATOR.....	19
2.2.16.	CONTRACT DOCUMENTS.....	19
2.2.17.	CONTRACT PRICE	19
2.2.18.	CONTRACT TIME (MAINTENANCE)	19
2.2.19.	CONTRACTOR	19
2.2.20.	DEFECT	19
2.2.21.	FINAL COMPLETION.....	19
2.2.22.	HOLIDAYS	19
2.2.23.	INVOICE	19
2.2.24.	JEA	20
2.2.25.	JEA REPRESENTATIVES.....	20
2.2.26.	PURCHASE ORDER (PO).....	20
2.2.27.	QUALITY ASSURANCE.....	20
2.2.28.	QUALITY CONTROL	20
2.2.29.	SOLICITATION	20
2.2.30.	SUBCONTRACTOR	20
2.2.31.	SUBSTANTIAL COMPLETION (DEFINITION).....	20
2.2.32.	TASK ORDER	20
2.2.33.	TERM.....	21
2.2.34.	UNIT PRICES	21
2.2.35.	WORK LOCATION (DEFINITION)	21
2.2.36.	WORK OR SCOPE OF SERVICES	21
2.3.	CONTRACT DOCUMENTS	21
2.3.1.	ORDER OF PRECEDENCE	21
2.4.	PRICE AND PAYMENTS	22
2.4.1.	PAYMENTS.....	22
2.4.2.	INVOICING AND PAYMENT TERMS	22
2.4.3.	JSEB - INVOICING AND PAYMENT	22
2.4.4.	COST SAVINGS PLAN	22
2.4.5.	DISCOUNT PRICING	23
2.4.6.	PROMPT PAYMENT TO SUBCONTRACTORS, SUB-SUBCONTRACTORS AND SUPPLIERS	23
2.4.7.	OFFSETS.....	23
2.4.8.	TAXES	23
2.4.9.	PRICE ADJUSTMENT-FIXED THREE YEARS, ANNUAL THEREAFTER	23
2.5.	SCHEDULES, REPORTING REQUIREMENTS AND LIQUIDATED DAMAGES	24
2.5.1.	REPORTING.....	24
2.5.2.	WORK SCHEDULES	24
2.6.	WARRANTIES AND REPRESENTATIONS	25
2.6.1.	WARRANTY (MAINTENANCE).....	25
2.7.	INSURANCE, INDEMNITY AND RISK OF LOSS	26
2.7.1.	INSURANCE	26
2.7.2.	INDEMNIFICATION	27
2.7.3.	ENVIRONMENTAL INDEMNIFICATION	27
2.7.4.	INDEMNIFICATION (JEA STANDARD)	28
2.8.	ACCEPTANCE	28

2.8.1.	DELAY IN ACCEPTANCE OR DELIVERY	28
2.8.2.	ACCEPTANCE OF WORK - RECEIPT, INSPECTION, USAGE AND TESTING	28
2.9.	TERM AND TERMINATION	28
2.9.1.	TERM	28
2.9.2.	TERMINATION FOR CONVENIENCE.....	29
2.9.3.	TERMINATION FOR DEFAULT	29
2.10.	PRELIMINARY MATTERS	30
2.10.1.	LICENSES	30
2.10.2.	PRE-WORK MEETING AND PROGRESS MEETINGS	30
2.10.3.	WORK LOCATION	30
2.10.4.	UNFORESEEN CONDITIONS.....	30
2.11.	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION	31
2.11.1.	PROPRIETARY INFORMATION.....	31
2.11.2.	PUBLIC RECORDS LAWS	31
2.11.3.	PUBLICITY AND ADVERTISING.....	32
2.12.	LABOR	32
2.12.1.	NONDISCRIMINATION	32
2.12.2.	JEA ACCESS BADGES	33
2.12.3.	JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)	33
2.12.4.	LEGAL WORKFORCE.....	33
2.12.5.	PROHIBITED FUTURE EMPLOYMENT	34
2.12.6.	HIRING OF OTHER PARTY'S EMPLOYEES	34
2.12.7.	COMPANY'S LABOR RELATIONS.....	34
2.12.8.	JEA WORKPLACE TOBACCO USE POLICY	34
2.13.	COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT	34
2.13.1.	COMPANY REPRESENTATIVES.....	34
2.13.2.	BACKGROUND CHECKS AND OTHER INFORMATION SECURITY POLICIES.....	34
2.13.3.	COMPANY REVIEW OF PROJECT REQUIREMENTS	35
2.13.4.	DELIVERY LOCATION.....	35
2.13.5.	RETURNED OR UNUSED MATERIALS	35
2.13.6.	SAFETY AND PROTECTION PRECAUTIONS (CONSTRUCTION).....	36
2.13.7.	SHIPPING - FOB DESTINATION	36
2.13.8.	STORM PREPAREDNESS	36
2.13.9.	WORKMANSHIP.....	37
2.14.	VENDOR PERFORMANCE EVALUATION	37
2.14.1.	VENDOR PERFORMANCE EVALUATION	37
2.15.	MISCELLANEOUS PROVISIONS	38
2.15.1.	AMBIGUOUS CONTRACT PROVISIONS	38
2.15.2.	AMENDMENTS.....	38
2.15.3.	APPLICABLE STATE LAW; VENUE; SEVERABILITY	38
2.15.4.	CUMULATIVE REMEDIES.....	39
2.15.5.	ENTIRE AGREEMENT	39
2.15.6.	EXPANDED DEFINITIONS.....	39
2.15.7.	HEADINGS	39
2.15.8.	LANGUAGE AND MEASUREMENTS.....	39
2.15.9.	MEETINGS AND PUBLIC HEARINGS	39
2.15.10.	NEGOTIATED CONTRACT	39
2.15.11.	NONEXCLUSIVE	40
2.15.12.	REFERENCES.....	40
2.15.13.	SEVERABILITY	40

2.15.14.	RELATIONSHIP OF THE PARTIES	40
2.15.15.	SUBCONTRACTING OR ASSIGNING OF CONTRACT	40
2.15.16.	SURVIVAL.....	40
2.15.17.	TIME AND DATE.....	41
2.15.18.	TIME OF ESSENCE.....	41
2.15.19.	TITLE TO MATERIALS FOUND	41
2.15.20.	USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE	41
2.15.21.	WAIVER OF CLAIMS	41
2.15.22.	FORCE MAJEURE.....	41
3.	TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK.....	42
3.1.	TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A)	42
4.	ADDITIONAL DOCUMENTS.....	42
4.1.	FORMS (APPENDIX B) AND ADDITIONAL DOCUMENTS	42

Solicitation

1. SOLICITATION

1.1. INVITATION

1.1.1. SCOPE OF WORK

JEA is soliciting Bids from contractors (hereinafter referred to as “Company”) for helicopter based transmission and distribution circuit maintenance, construction, inspection and repair (the “Work” or “Services”).

The purpose of this specification is to provide the technical requirements and scope of work to support procurement of helicopter based aerial power line contractor services capable of performing flying damage assessment, circuit inspections, circuit construction, circuit repairs, circuit maintenance, vegetation patrols and tree trimming/clearing, post storm damage assessments and other services on JEA transmission and distribution circuits.

This work shall be performed on energized and de-energized transmission and distribution circuits. The potential work locations are located throughout JEA’s service territory but are primarily in locations which provide difficult or no access for land based power line operations. The specification shall be paid based upon hourly labor, equipment, and material charges. The Contract Term will be up to three (3) years, with an optional two (2) one (1) year renewals.

A complete scope of work is provided in Appendix A – Technical Specification.

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: NATHAN WOYAK

E-mail: woyanj@jea.com

For Technical Questions:

Contact: GARRY MOORE

E-mail: moorgl@jea.com

1.1.3. INVITATION TO BID

You are invited to bid on the Solicitation noted below:

JEA Solicitation Title: Helicopter based Transmission and Distribution Circuit Maintenance, Construction, Inspection and Repair

JEA Solicitation Number: 129-17

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 P.M. - ALL LATE BIDS WILL BE RETURNED UNOPENED

Bid Due Date: September 26, 2017

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 RETURNED UNOPENED.

1.1.4. MANDATORY PRE-BID MEETING IN PERSON OR BY TELECONFERENCE

There will be a mandatory Pre-Bid meeting. All interested parties must attend or call into the Pre-Bid meeting. Each Respondent will be required to sign in at the beginning of the meeting. A Respondent shall only sign in representing one (1) company, unless otherwise specified by JEA. A roll call will begin for the teleconference attendees immediately at the beginning of the meeting. Respondents not attending the Pre-Bid meeting shall have their Bids rejected, and returned unopened.

Respondents shall be on time to the Pre-Bid meeting and Respondents must be present at the starting time of the meeting. Respondents not arriving or answering the roll call on time for the meeting will have their Bids rejected, and returned unopened.

PLEASE BE AWARE DUE TO JEA SECURITY PROCEDURES IT MAY TAKE UP TO FIFTEEN (15) 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: 10:00am

PRE-BID MEETING DATE: September 9, 2017

DIAL IN: 1-888-714-6484

PASSCODE: 817050

PRE-BID MEETING LOCATION: JEA CUSTOMER CENTER, BID OFFICE, 1ST FLOOR, ROOM 002, 21 WEST CHURCH STREET, JACKSONVILLE, FL 32202.

1.1.5. OPENING OF BIDS

All Bids shall be publicly opened, read aloud and recorded at 2:00 PM on September 26, 2017 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 Bid 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.**

1. Bidder must have self-performed at least one (1) project in each of the following five (5) work areas in support of a utility, within the last (3) years as of the bid due date. The Bidder must show evidence of each type of work on the Minimum Qualifications Form. A single project may be utilized to demonstrate experience in more than one (1) of the five (5) areas of work - but each of the five (5) areas of work must be covered:
 - A. Aerial Transmission and Distribution Damage Assessment
 - B. Aerial Transmission and Distribution Circuit Inspection
 - C. Aerial-based Transmission and Distribution Circuit Repairs
 - D. Aerial Installation of New Transmission And Distribution Facilities
 - E. Aerial Modification of Existing Transmission and Distribution Facilities

Respond on the Appendix B Minimum Qualification Form.

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 Bid 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 (1) 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. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM

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

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

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

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

All question and correspondence concerning the JSEB program should be addressed to the following contact:

G. Nadine Carswell
JSEB Manager
JEA
(904) 665-6257
carsgs@jea.com

1.2.5. 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 p.m. 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.

1.2.6. 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.

1.2.7. REQUIRED FORMS TO SUBMIT WITH BID

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

The following forms are required to be submitted at the time of Bid:

- o Bid Form (including acknowledgements of all addenda) - This form can be found in Appendix B
- o Bid Workbook - This form can be found in Appendix B
- o Minimum Qualifications Form - This form can be found in Appendix B
- o Florida Trench Safety Act Acknowledgment
- o Construction and Demolition Debris Disposal (if applicable)
- o State of Florida license number- Enter on Appendix B Bid Form
- o Subcontractor Form- This form can be found in Appendix B
 - a) **X-ray equipment**
 - b) **Insulator washing equipment**
 - c) **Infrared camera**
 - d) **Corona camera**
 - e) **Heavy Lift Helicopter, 22,000 lb maximum capacity**

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.

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

1.3. GENERAL INSTRUCTIONS

1.3.1. ADDENDA

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

1.3.2. CONTRACT EXECUTION AND START OF WORK

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

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

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

1.3.3. CONFLICT OF INTEREST

A person or company who receives a Contract which was not procured pursuant to public bidding procedures to perform a feasibility study, or who participated in the drafting of an invitation to bid or request for proposals, or who developed a program for future implementation shall not be eligible to contract with JEA for any other contracts dealing with that specific subject matter.

Should JEA erroneously Award a Contract in violation of this policy, JEA may terminate the Contract at any time with no liability to Bidder, and Bidder shall be liable to JEA for all damages, including but not limited to the costs to rebid the Work. The purpose of this policy is to encourage bidding and eliminate any actual or perceived advantage that one (1) Bidder may have over another.

1.3.4. DEFINED TERMS

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

1.3.5. 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 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. 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.

1.3.6. JEA PUBLICATIONS

Applicable JEA publications are available at www.jea.com.

1.3.7. 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 sales 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.

1.3.8. RESERVATIONS OF RIGHTS TO JEA

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

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

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

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

JEA reserves the right to cancel or change the date and time announced for opening of Bids at any time prior to the time announced for the opening of Bids. JEA may Award the Contract in whole or in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all

parties to whom Solicitations were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.3.9. 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 Bids to this Solicitation are public records and available for public inspection unless specifically exempt by law.

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

JEA

Attn: Public Records

21 West Church Street

Jacksonville, Florida 32202

Ph: 904-665-8606

publicrecords@jea.com

Redacted Submissions

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

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Bidder that such an assertion has been made. It is Bidder's/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 prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Bidder shall be responsible for defending its determination that the redacted portions of its Bid are not subject to disclosure.

By submitting a Bid to this Solicitation, Bidder agrees to protect, defend and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not

limited to reasonable attorney fees and costs) arising from or relating to Bidder's/Proposer's determination that the redacted portions of its Bid to this Solicitation are not subject to disclosure.

1.3.10. 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.

1.3.11. ETHICS (IFB)

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

The Bidder shall submit only one (1) Bid in Bid to this Solicitation. If JEA has reasonable cause to believe the Bidder has submitted more than one (1) Bid for the same Work, other than as a Subcontractor or 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 \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

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

1.3.12. 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.

1.3.13. 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.

1.3.14. 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.

1.3.15. 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.

1.3.16. 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.

1.3.17. LISTING OF SUBCONTRACTORS

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

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

1.3.18. SUBMITTING THE BID FORM

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

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

1.3.19. 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.

1.3.20. CERTIFICATION AND REPRESENTATIONS OF THE BIDDER

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

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of this Solicitation prior to submitting its Bid. Where the Bidder visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Bidder shall comply with all safety requirements described in the Solicitation and shall be prepared to show proof of insurance
- B. That every aspect of its submitted Bid, including the Bid Price and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.
- C. That the individual signing the Bid Documents is a duly authorized agent or officer of the firm. Bids submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the bid, satisfactory evidence of authority to sign may be requested by JEA. If the Bid is submitted by a partnership, the bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the bid, satisfactory evidence of authority to sign may be requested by JEA. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of contract execution.
- D. That the firm maintains an active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary to perform the Work. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify JEA of status change.
- E. That Bidder has read, understands these instructions and will comply with the Section titled Ethics.

1.3.21. COMPLETING THE BID DOCUMENTS

Bidders shall complete and submit all Bid Documents with Bids 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.

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. 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.

2.2.5. 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.

2.2.6. 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".

2.2.7. BID OR PROPOSAL

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

2.2.8. BID PRICE

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

2.2.9. BIDDER OR PROPOSER

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

2.2.10. 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.

2.2.11. 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.

2.2.12. COMPANY REPRESENTATIVE

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

2.2.13. 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.

2.2.14. 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.

2.2.15. 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.

2.2.16. 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.

2.2.17. 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.

2.2.18. CONTRACT TIME (MAINTENANCE)

The number of calendar days or the period of time from when the written Notice to Proceed is issued to the Company, to the date Company has agreed to complete the Work, as set forth in the Contract Documents.

2.2.19. 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.

2.2.20. 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.

2.2.21. 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.

2.2.22. 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.

2.2.23. 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.

2.2.24. 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.

2.2.25. 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.

2.2.26. 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.

2.2.27. QUALITY ASSURANCE

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

2.2.28. QUALITY CONTROL

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

2.2.29. 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.

2.2.30. 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.

2.2.31. 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.

2.2.32. 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.

2.2.33. TERM

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

2.2.34. UNIT PRICES

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

2.2.35. WORK LOCATION (DEFINITION)

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

2.2.36. WORK OR SCOPE OF SERVICES

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

2.3. CONTRACT DOCUMENTS

2.3.1. ORDER OF PRECEDENCE

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

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

Company shall invoice JEA upon Delivery and Acceptance of the Work. Invoices may be submitted for each Delivery, or on a monthly basis for deliveries that occurred during the month.

2.4.2. INVOICING AND PAYMENT TERMS

Within sixty (60) days from 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. 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 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 twenty (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.

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.

2.4.3. 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.

2.4.4. 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. DISCOUNT PRICING

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

- o 1% 20, net 30
- o 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.

2.4.6. 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.

2.4.7. 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.

2.4.8. 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.

2.4.9. PRICE ADJUSTMENT-FIXED THREE YEARS, ANNUAL THEREAFTER

Contract prices for the Work will remain fixed through the first three (3) years of the Contract. Thereafter, the Company may request a CPI annually. Each request for a Price Adjustment, after the three (3) year fixed period must be made within thirty (30) days after the completion of each year from the date (Anniversary Date). When a timely price adjustment request is received, JEA will recognize the price adjustment within thirty (30) days after the Anniversary Date. No retroactive price adjustments will be allowed.

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted percent change for the previous 12 months of the Company's written CPI adjustment request is received by JEA.

In the event the applicable price publication ceases, the Company and JEA shall mutually agree on a replacement index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate on the next Anniversary Date.

2.5. SCHEDULES, REPORTING REQUIREMENTS AND LIQUIDATED DAMAGES

2.5.1. REPORTING

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

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

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

2.5.2. WORK SCHEDULES

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

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

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

2.6. WARRANTIES AND REPRESENTATIONS

2.6.1. WARRANTY (MAINTENANCE)

The Company unconditionally warrants to JEA for a period of not less than TWO (2) year(s) from the date of JEA Acceptance, that all Work furnished under the Contract, including but not limited to, materials, equipment, goods, workmanship, labor, services, and intellectual property, including derivative works shall 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 Company; 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.

Labor/Services:

At JEA's option, if the Company performs labor/services that fails to conform to the above mentioned warranties, JEA may correct the Defect at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time upon notice by JEA, or JEA may return the Work at the Company's expense and terminate the Contract.

Materials, Supplies or Goods:

At JEA's option, if the Company provides materials, supplies, or goods that fail to conform to the above mentioned warranties, JEA may correct the Defect at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time upon notice by JEA, or JEA may return the Work for correction or replacement at the Company's expense, or JEA may return the Work at the Company's expense and terminate the Contract.

If, within the warranty period, JEA determines that any of the materials, supplies or goods are defective or exhibit signs of excess 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 be extended beyond thirty six (36) months.

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.

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 such work to correct Defects.

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

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

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: \$5,000,000 each occurrence and annual aggregate.

Aircraft Liability

Including coverage for passengers; Insurance Limits: \$5,000,000 each occurrence and \$10,000,000 annual aggregate.

Pollution Legal Liability

Including cleanup expense coverage in the event fuel is spilled from the helicopter; Insurance Limits: \$1,000,000 each occurrence and \$2,000,000 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. Company shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites..

2.7.2. INDEMNIFICATION

2.7.2.1. 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. 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.

2.7.4. 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.

2.8. ACCEPTANCE

2.8.1. DELAY IN ACCEPTANCE OR DELIVERY

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

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

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

2.9. TERM AND TERMINATION

2.9.1. TERM

2.9.1.1. TERM OF CONTRACT-DEFINED DATES

This Agreement shall commence on the Effective Date, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for three (3) years, (the "Initial Term"), or until the Agreement's Maximum Indebtedness is reached, whichever occurs first.

It is at JEA's sole option to renew the Agreement for an additional two (2) one (1) year renewal periods (the "Renewal Term", together with the Initial Term, the "Term").

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

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. TERMINATION FOR DEFAULT

JEA may give the Company written notice to discontinue all Work under the Contract in the event that:

- o The Company assigns or subcontracts the Work without prior written permission;
- o Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- o A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- o The Company makes an assignment for the benefit of creditors;
- o The Company suspends the operation of a substantial portion of its business;
- o 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;
- o 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;
- o The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- o The Company breaches any of the representations or warranties;
- o The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- o Any material change in the financial or business condition of the Company.

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

Once Company is declared to be in default, JEA will charge the expenses 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 shall pay the amount of such excess to JEA upon receipt of 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.

2.10. PRELIMINARY MATTERS

2.10.1. 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.

2.10.2. PRE-WORK MEETING AND PROGRESS MEETINGS

The 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 Contract Administrator will notify the Company in writing of the meeting time and location at least two days prior to the meeting date. In addition, construction progress meetings will be held at a frequency as determined by JEA, but shall not be more often than once per week. Such meeting(s) shall be attended by, but not limited to, the Company's project manager and Company's Supervisor.

2.10.3. WORK LOCATION

Work shall be performed at the following location(s): VARIOUS

2.10.4. 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 Bid 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.

2.11. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.11.1. 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.

2.11.2. 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 if 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 question 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 its 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 Statutes, 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

2.11.3. PUBLICITY AND ADVERTISING

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

2.12. LABOR**2.12.1. NONDISCRIMINATION**

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

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

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

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

2.12.2. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities, each Company employee shall apply for a JEA access badge through JEA's Security Department. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com. Finally, JEA does not allow Company employees to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within 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. JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets can be defined as either physical or cyber that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, a Company that requires access to the Assets shall require that each of its employees, who require unescorted access apply for a JEA access badge through JEA's Security Department. Depending on which Assets a Company must access will determine the specific training and/or personal background screenings that will be required before a JEA badge can be issued. JEA will pay for reasonable costs associated with initial background screenings and training for required Company employees. However, if an initial screening is failed, the Company will be responsible for the cost of that screening and for additional screening costs related to Company employee turnover. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com.

Finally, all badges are for assigned individual use only and JEA does not allow Company employees to share JEA access badges. A Company, whose employees are found to be sharing JEA access badges, may result in the Contract being terminated for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company and Company should bear the cost of replacement security badge. Report badge termination notifications to JEA Security at (904) 665-8200.

The language in the above paragraphs shall also apply to Company's Subcontractors, and shall be included in Company's contracts with its Subcontractors for Work or Services to be performed at JEA or SJRPP Facilities.

JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to adapt the updated regulations.

2.12.4. 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.

2.12.5. 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 Contract.

2.12.7. 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.

2.12.8. 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.

2.13. 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. BACKGROUND CHECKS AND OTHER INFORMATION SECURITY POLICIES

The Company, at its expense, shall conduct appropriate background checks and screen each individual who will provide services to JEA as a part of the Work or who will have access to JEA's computer systems, either through

on-site or remote access. The minimum background screening process shall include, but not be limited to, the following checks:

- **Social Security Number (SSN) Trace;**
- **Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Database, Federal Criminal);**
- **Background checks undertaken by JEA for its own employees who have duties similar to the duties of the Company's employee(s); and**
- **Background checks which may be required pursuant to applicable background screening policies adopted by JEA from time to time.**

The background screening must be conducted prior to the employee providing any services or performing any work for JEA. JEA has the right to require more regular background checks and has the right to require that the Company provide background check results to JEA. JEA shall have the right to audit the Company's background check process to ensure compliance with JEA standards. If, at any time, the Company discovers that an individual providing services to JEA as a part of the Work has a criminal record that includes a felony or misdemeanor, the Company shall immediately inform JEA and JEA will assess the circumstances surrounding the conviction, time frame, nature, gravity and relevancy of the conviction to the job duties. JEA, in its sole discretion, shall determine whether the individual will be placed on, or terminated from, a JEA assignment. Additionally, all individuals providing services to JEA shall have the responsibility to self-disclose any misdemeanor or felony conviction that occurs while assigned to JEA within three business days of the conviction. If the Company learns of any such conviction, the Company shall notify JEA immediately. The Company shall comply with all applicable laws and regulations governing the conduct of background checks, including but not limited to the Fair Credit Reporting Act (FCRA). Failure of the Company to comply with the terms of this paragraph may result in immediate termination of its contract with JEA.

2.13.3. 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.

2.13.4. DELIVERY LOCATION

The delivery address for items provided under this Contract is: VARIOUS

2.13.5. RETURNED OR UNUSED MATERIALS

To the extent that items can be resold by the Company, the Company agrees to take back for full credit or monetary refund to JEA all excess items purchased pursuant to this Contract or items that may be added to this Contract in the future.

2.13.6. 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 Bid in an emergency.

2.13.7. SHIPPING - FOB DESTINATION

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

- o 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;
- o Prepare and distribute commercial bills of lading;
- o Deliver the shipment in good order and condition to the point of delivery specified in the Contract;
- o 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;
- o Be responsible for obtaining any permits required for transportation to the installation site;
- o Furnish a delivery schedule and designate the mode of delivering carrier; and
- o Pay and bear all charges to the specified point of delivery.

2.13.8. 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 twenty-four (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.

2.13.9. 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.

2.14. VENDOR PERFORMANCE EVALUATION

2.14.1. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

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

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

Frequency of Evaluations

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

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such Bid shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- Within thirty (30) days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have fifteen (15) days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the fifteen (15) day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance,

or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- If the Company receives five (5) or more letters of deficiency within any twelve (12) month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

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

Disputes

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

Public Records

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

2.15. MISCELLANEOUS PROVISIONS

2.15.1. 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.

2.15.2. 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.

2.15.3. 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.

2.15.4. CUMULATIVE REMEDIES

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

2.15.5. 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.

2.15.6. 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.

2.15.7. HEADINGS

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

2.15.8. 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.

2.15.9. 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.

2.15.10. 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.

2.15.11. 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.

2.15.12. 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.

2.15.13. 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.

2.15.14. RELATIONSHIP OF THE PARTIES

The Company agrees that it shall perform the Work as an independent contractor and that it does not (a) have the power or authority to bind JEA or to assume or create any obligation or responsibility, express or implied, on JEA's part or in JEA's name, except as may be authorized by JEA under a separate written document, or (b) represent to any person or entity that it has such power or authority except as may be authorized by JEA under a separate written document.

2.15.15. 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.

2.15.16. 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.

2.15.17. 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.

2.15.18. TIME OF ESSENCE

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

2.15.19. 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.

2.15.20. 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.

2.15.21. 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.

2.15.22. 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.

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 Appendix A of this document.

4. ADDITIONAL DOCUMENTS

4.1. FORMS (APPENDIX B) AND ADDITIONAL DOCUMENTS

- Appendix B Bid Form
- Appendix B Bid Workbook
- Appendix B Minimum Qualification Form
- Appendix B Subcontractor Form
- Exhibit A Sample Work Scope and Associated Invoice Explanation
- Exhibit B Sample Infrared Report
- Exhibit C Circuits GPS Coordinates
- Picture files, 666,669,816,821,822,825,833,840,841,844,853,915,918,926,934,935,938,944. CD copies will be provided to bidders at the mandatory pre-bid meeting or can be picked up at JEA Bid Office, Customer Center, 1st Floor, Room 002., 21 W. Church Street, Jacksonville, FL 32202

APPENDIX A TECHNICAL SPECIFICATIONS
129-17 HELICOPTER BASED TRANSMISSION AND DISTRIBUTION CIRCUIT MAINTENANCE,
CONSTRUCTION, INSPECTION AND REPAIR

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

SUBSECTION	PAGE
1. GENERAL.....	2
2. PROJECT DESCRIPTION.....	4
3. PROJECT EXECUTION.....	4
4. CODES AND STANDARDS.....	5
5. MATERIAL AND EQUIPMENT.....	6
6. PROTECTION OF THE ENVIRONMENT	7
7. SHORTS AND GROUNDS.....	8
8. COMPANY EQUIPMENT AND SAFETY.....	8
9. CONDITIONS FOR PERFORMING THE WORK	9
10. ATTACHMENTS	9
11. JEA SUPPLIED PROJECT SHOW UP/MATERIAL LAYDOWN AREAS.....	9
12. SURFACE DAMAGE AND RESTORATION.....	9
13. TYPICAL WORK DESCRIPTIONS, HELICOPTER AND CREW STAFFING.....	9
14. PERMITS	10
15. SPECIALTY EQUIPMENT.....	10

APPENDIX A TECHNICAL SPECIFICATIONS
129-17 HELICOPTER BASED TRANSMISSION AND DISTRIBUTION CIRCUIT MAINTENANCE,
CONSTRUCTION, INSPECTION AND REPAIR

SECTION IV – TECHNICAL SPECIFICATIONS

1. GENERAL

- 1.1 General Description: The purpose of this specification is to provide the technical requirements and scope of work to support procurement of helicopter based aerial power line contractor services capable of performing flying storm damage assessment, circuit inspections, circuit construction, circuit repairs, circuit maintenance, vegetation patrols and tree trimming/clearing, post storm damage assessments and other services on JEA transmission and distribution circuits.

This work shall be performed on energized and de-energized transmission and distribution circuits. The potential work locations are located throughout JEA's service territory but are primarily in locations which provide difficult or no access for land based power line operations. The specification shall be paid based upon hourly labor, equipment and material charges. The Contract Term will be up to three (3) years, with two (2) optional one (1) year renewal.

- 1.2 Intent: The Company shall provide all tools (including hot line trailer with tools) and, equipment, labor, supervision, and helicopter mechanic(s) required to perform the assigned work. If JEA supplied material is required to perform the assigned work the Company shall contact JEA's storeroom and schedule JEA supplied material pick up. The Company shall provide labor and equipment as required to transport JEA supplied material to the job site.

- 1.3 Scope of Work:

The scope of the **aerial** based work shall include but not be limited to:

- 1.3.1 The Helicopter used to perform this work shall have be shall be a "MD 500" class helicopter or equal.
- 1.3.2 Emergency based Transmission Circuit Storm damage assessment
- 1.3.3 Transmission and Distribution Circuit Inspections to include patrol and comprehensive flights.
- 1.3.4 Transmission and Distribution Circuit Repairs and line work on energized and de-energized circuits using ladders and/or transferring lineman to structures to make repairs or perform inspections.
- 1.3.5 Vegetation Inspection.
- 1.3.6 Right of Way side tree trimming, tree topping, and removal of falling and danger trees.
- 1.3.7 Assist JEA crews and/or other JEA contractors in transmission and distribution circuit construction and maintenance activities. This typically would include sock line pulling in difficult access locations. The Company may "self perform" new helicopter based construction projects directly for JEA.
- 1.3.8 X ray transmission circuit hardware including dead end bodies, splices and other hardware.
- 1.3.9 Infra-red and corona camera circuit inspections
- 1.3.10 Patrol flights
- 1.3.11 Data management capabilities which includes reports and pictures.
- 1.3.12 Post Construction circuit inspections.
- 1.3.13 Miscellaneous tower work which includes removal, installation and/or transfer of bird nest.
- 1.3.14 Fly JEA employee(s) to/from work locations within our service territories for engineering analysis and/or inspection purposes and assistance.
- 1.3.15 Marker ball installation, removal and replacement.
- 1.3.16 Tower warning light repairs and maintenance.
- 1.3.17 Vibration damper replacement.
- 1.3.18 Remove and install conductor dead ends and splices to include compression and bolted type line hardware.
- 1.3.19 Replace insulators.
- 1.3.20 Insulator washing.
- 1.3.21 Mobilization and de-mobilization per project.
- 1.3.22 Standby or weather delays per hour. JEA shall pay the Contractors labor and equipment expenses for these delays if they occur.
- 1.3.23 Other services requiring helicopter based line crew work activities.
- 1.3.24 Post storm damage assessments.

APPENDIX A TECHNICAL SPECIFICATIONS
129-17 HELICOPTER BASED TRANSMISSION AND DISTRIBUTION CIRCUIT MAINTENANCE,
CONSTRUCTION, INSPECTION AND REPAIR

- 1.4 Location of Project(s): The work sites are scattered throughout the JEA transmission and distribution system.
- 1.5 JEA Project Engineer:
- Garry Moore, PE
Transmission Maintenance
2325 Emerson Street
Jacksonville, Florida 32207
Phone: 904-665-6131
Email: moorgl@jea.com
- 1.6 Pre-Construction Conference: A mandatory pre-construction conference will be held for the benefit of communication and coordination. Such meeting will be scheduled by the JEA Project Engineer.
- 1.7 Sequence of Work and Project Schedule: The specified work shall be performed on an as assigned basis for three years or until the expenditure limit of the contract is reached. The Company shall note that transmission circuit outages on JEA's transmission system are typically granted during the months of October to mid-December and March to mid-May each year.
- 1.8 Drawings, Route Maps and Details: Drawings and/or work descriptions depicting the work to be performed shall be provided at the time a project is assigned for work. Transmission route maps shall be provided depicting the circuit routes, roadways, etc. for the Company's use prior to the start of assigned work. See the "Sample Work Scope and Associated Invoice Explanation" in the attachment section of these bid documents.
- 1.9 Material Availability: Material supplied by JEA will be made available at the beginning of projects and will be issued to the Company at JEA's Commonwealth Service Center, located at 6674 Commonwealth Avenue or from JEA's Southside Service Center located off I95 at 2325 Emerson Street. The material shall be issued on a per circuit basis and may require multiple material pickups by the Company during the life of the project.
- 1.10 Electrical Clearances (Outages): All outages on the JEA Transmission System shall be granted by (JEA) Systems Operation and Control Center (SOCC) only. The Company shall submit all requests (for an outage) to SOCC for approval and, provided the request is granted, cooperate (with SOCC) in the scheduling, timing, duration and termination.
- 1.10.1 Recall of Line Clearances or Hold Tags: In the event that a transmission or distribution hold tag on an energized or de-energized line must be recalled due to a system emergency, as determined by the JEA, the Company shall complete only the work necessary to clear the line or equipment, clear his personnel, and release his hold tag as quickly as possible. Any recall shall not constitute a just cause by the Company for a claim for extras. If JEA recalls a line clearance or hold tag, the Company shall be paid his cost for JEA caused delays.
- 1.10.2 JEA's preference is to perform all work on de-energized circuits. However, some work may require work to be performed on the circuits while they are energized. JEA will provide daily circuit outages to perform this work when possible. The Company shall install and remove circuit grounds on a daily basis.
- 1.10.3 JEA typically performs transmission system maintenance during low electric load periods in the fall, October 1st to mid-December, and spring, March 1st to mid-May of each year.
- 1.11 The Company shall thoroughly review the bid documents before preparing the bid.
- 1.12 In conjunction with the applicable sections of the Occupational Safety and Health Act (OSHA), the Company shall take precautions, at their own expense and include it in the bid, as necessary to:

APPENDIX A TECHNICAL SPECIFICATIONS
129-17 HELICOPTER BASED TRANSMISSION AND DISTRIBUTION CIRCUIT MAINTENANCE,
CONSTRUCTION, INSPECTION AND REPAIR

- 1.12.1 Protect all workmen engaged in the performance of the work specified.
 - 1.12.2 Provide safe passage to and from the adjacent areas that may be affected by the work.
 - 1.12.3 Protect the Public from hazardous conditions.
 - 1.12.4 Place and maintain necessary guards and barriers, lights, signs, etc.
 - 1.12.5 Prevent injuries and accidents.
 - 1.12.6 Assure falsework (scaffolding, ladders, etc.) shall be designed for the loads not less than those established by (OSHA) 29 CFR 1910 and 29 CFR 1926 as acceptable.
 - 1.12.7 Conform to the requirements of (OSHA) 29 CFR 1910-1200 pertaining to the communication of information regarding hazards involved in his work.
- 1.15 Temporary Protection and Construction: The Company is responsible for providing any and all temporary protection to existing transmission and distribution lines and any existing improvements above or below ground which may be affected by the work. The Company shall **provide all labor and material** (except poles, insulators and transformers) and **equipment** for required temporary work on the existing transmission and distribution lines. The temporary work shall meet all the safety requirements of OSHA and the National Electric Safety Code.
- 1.16 Mobilization and Demobilization: The Company shall be paid for mobilizations and demobilizations based upon (LEM) labor, equipment and material prices included in the bid workbook. For purposes of invoicing, one mobilization occurrence consists of mobilizing to and from the project.
- 1.17 Bidder must have been in business performing aerial-based work in support of a utility for a minimum of three (3) years as of the bid due date. JEA will accept any verifiable documentation of business history dating back three (3) years as of the bid due date. Acceptable documents include, but are not limited to, the following:
- Business Incorporation Documents, Publicly available financial records (Earning Statements, Profit and Loss Statements, etc.)

2. PROJECT DESCRIPTION

The first project(s) to be performed under this specification is the aerial line inspection and infra-red inspection of circuits within JEA's Transmission system. Post contract award, the contract administrator will provide additional information regarding each circuit, content and location. For the purposes of bidding, this information is being provided as reference information for the Bidder to gain a general understanding of work locations. The present list includes, but is not limited to:

Perform annual circuit inspections of partial sections of transmission circuits 833, 915, 844, 944, 821, 825, 816, 841, 669, 666, 840, 918, 926, 938, 934, 935, 822 and 853 crossing the St Johns River and Intracoastal Waterway or located in wetland or swampy area's with little to no ground access. GPS coordinates of these structures are attached. Inspections reports, by circuit, shall be prepared and presented to JEA upon completion. The inspection report shall include circuit number, structure number, dates, times flown and document items of concern with photographs and a detailed description of each discrepancy.

The Contractor shall annually fly JEA's overhead transmission system and infra-red all 138 KV, 230 KV transmission circuits and all power plant generator circuits. A Flir based infra-red camera system, or corresponding equivalent system, with the corresponding supporting reporting software shall be used to perform the infra-red circuit inspections. The Contractor shall provide detailed inspection reports containing the circuit number, structure number, dates, times flown and document items of concern with photographs, infra-red temperature difference photographs with temperature scales, reference temperature and detailed description of each discrepancy. See the sample infra-red report from a substation hot spot for information.

JEA may modify the frequency of the partial circuit inspections and infra-red inspections performed during the life of the contract.

**APPENDIX A TECHNICAL SPECIFICATIONS
129-17 HELICOPTER BASED TRANSMISSION AND DISTRIBUTION CIRCUIT MAINTENANCE,
CONSTRUCTION, INSPECTION AND REPAIR**

Perform other work activities as assigned and mutually agreed to.

The annual work referenced above is subject to change. There is no guaranteed annual work or minimum work amount to be performed under this contract..

3. PROJECT EXECUTION

- 3.1 Work shall be performed with the transmission lines de-energized when and where possible.
- 3.2 The work as specified shall be performed as assigned.
- 3.3 Project funding and requested work activities shall be spread out over multiple fiscal years.
- 3.4 Mobilize and complete the assigned work within mutually agreed time frames.
- 3.5 Have on hand all tools, materials, equipment, and labor required for the work provided.
- 3.6 Once mobilized and work begins, the Company shall work continuously until completing all specified work.
- 3.7 The Company shall employ "Best Management Practices" while performing the specified activities.
- 3.8 The Company shall supply a Lead Person who is in "Responsible Charge" for all project activities. The "Responsible Charge" person must know, obey and enforce all environmental, work and safety practices and procedures. The Company's employee in "Responsible Charge" for each crew shall have a cell phone. The lead person in responsible charge shall be the project "foreman" for the purposes of this project.
- 3.9 The Company employee in "Responsible Charge" shall be issued a JEA radio and trained to call JEA's System Operations Control Center (SOCC) and request/obtain a "Line Clearance" and Close Inhibit hold tags anytime he has employees working. The Company shall call SOCC on the radio to request and obtain a "Close Inhibit" tag prior to crews working on structures with under built distribution equipment. The Company shall call SOCC on the radio and release all tags when the Company employee complete their daily work and are leaving the work site. **NOTE: The Transmission and/or Distribution Circuit (s) shall remain energized during a "Close Inhibit" hold tag.**
- 3.10 The Company's employees performing work on JEA transmission and distribution circuits shall attend the following training classes at JEA's expense with the cost to be paid based upon Labor, equipment, and material rates included in the Company's bid:
 - JEA's Substation Entry Class --- One half day, 4 hour class
 - Radio/Hold Tag Class --- One half day, 4 hour class
 - OSHA 10 Hour Class ---- One and half day class from the Florida Safety Council and other National Training Companies.
 - Safety Leadership Development class -- One ten (10) hour day class from the Florida Safety Council
 - JEA Specific Training --- 2 hour class

4. CODES AND STANDARDS

The Company shall perform the project work in accordance with applicable requirements of the latest versions of the codes and standards referenced herein and in the Solicitation.

- 4.1 Latest Version. Unless a particular version is designated, all references to codes and standards shall, in each instance, be understood to be the current version of the code or standard in effect (including all amendments) on the date of the Request for Bid.

APPENDIX A TECHNICAL SPECIFICATIONS
129-17 HELICOPTER BASED TRANSMISSION AND DISTRIBUTION CIRCUIT MAINTENANCE,
CONSTRUCTION, INSPECTION AND REPAIR

- 4.2 Conflicts. For materials or workmanship specified by association, trade, Federal, State, local codes and standards, comply with the requirements of the referenced code or standard. Where the requirements of referenced codes and standards conflict with each other, generally, the most stringent requirements apply. Where the requirements of referenced codes and standards conflict with the technical requirements stipulated herein, request clarification from Engineer before proceeding.
- 4.3 Codes. The project work performed shall comply with relevant portions of the following codes:
- National Electrical Safety Code (ANSI C2).
 - Federal and State Occupational Safety and Health Act (OSHA)
 - Code of Federal Regulations
 - EPA
- 4.4 Standards. The project work performed shall comply with relevant portions of industry accepted standards published by the following institutes, associations, and societies:
- American Institute of Steel Construction (AISC)
 - American Iron and Steel Institute (AISI)
 - American National Standard Institute (ANSI)
 - American Society of Civil Engineers (ASCE)
 - American Society of Mechanical Engineers (ASME)
 - American Society for Testing and Materials (ASTM)
 - Institute of Electrical and Electronics Engineers, Inc. (IEEE)
 - National Electrical Manufacturer's Association (NEMA)
 - Underwriters' Laboratories, Inc. (UL)
 - Edison Electric Institute

5. MATERIAL AND EQUIPMENT

- 5.1 General
- 5.1.1 All material to be installed under this project is generally JEA supplied.
- 5.2 Owner-Furnished Materials
- 5.2.1 The Company shall obtain Owner-furnished material items from the Owner's designated service center(s) and transport them to the job site.
- 5.2.2 The Company shall receive, unload, inventory, inspect, and properly protect Owner-furnished material at the job site. Immediately report and return to the Owner any material items found damaged or unsuitable for use.
- 5.2.3 Owner-furnished material items that are damaged by the Company shall be promptly replaced or, if approved by Engineer, satisfactorily repaired.
- 5.2.4 The costs for handling, installing, adjusting, and integrating in the project all Owner-furnished material shall be included in the applicable pricing items in the Bid Form.
- 5.2.5 Costs for additional pick ups due to "short orders" or unavailability of material will not be cause for claims to JEA.

APPENDIX A TECHNICAL SPECIFICATIONS
129-17 HELICOPTER BASED TRANSMISSION AND DISTRIBUTION CIRCUIT MAINTENANCE,
CONSTRUCTION, INSPECTION AND REPAIR

- 5.2.6 Company shall make a thorough check of all the quantities of pieces received and sign a Bill of Material indicating the amount consigned and shall be responsible for replacement of all material lost, stolen, or damaged thereafter.
- 5.2.7 Immediately following the pre-construction conference, Company shall pick up and properly store all material provided by JEA.
- 5.2.8 Company shall itemize all unused material on JEA supplied forms and then load, transport and return the unused material to JEA's Commonwealth Service Center.
- 5.3 Company Furnished Materials
 - 5.3.1 The Company shall provide technical data and/or literature on all Company supplied material for JEA review and approval prior to purchasing the material. Technical data is required to verify the Contactor Supplied Material is used for galvanized structural steel purposes and meet the requirements of this project.
- 5.5 Salvaged/Removed Materials
 - 5.5.1 Removed material items will be inspected by the Engineer. Salvage any material items identified by the Engineer.
 - 5.5.2 The Company shall keep all removed material for JEA inspection and shall dispose of the removed material once JEA grants approval to do so.
 - 5.5.3 The Company shall remove and dispose of all remaining material at Company's expense.
 - 5.5.4 The Company shall handle all waste from his operation(s) in accordance with the Resource Conservation and Recovery Act (RCRA) located in 40 CFR Parts 260-266 of the Code of Federal Regulations.
 - 5.5.5 The Company shall remove salvaged material as described in these specifications and transport/deliver the removed static wire to JEA's salvage recovery activity located at JEA's Westside Service Center.

6. PROTECTION OF THE ENVIRONMENT

The Company shall maintain work areas free from environmental pollution that would be in violation of any federal, state, or local ordinances or regulations.

- 6.1 Environmental Indemnity

See section 2.7.2.2 of the solicitation.
- 6.2 Environmental Requirements

Environmental Requirements shall be defined as all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, permits including their conditions, 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).

APPENDIX A TECHNICAL SPECIFICATIONS
129-17 HELICOPTER BASED TRANSMISSION AND DISTRIBUTION CIRCUIT MAINTENANCE,
CONSTRUCTION, INSPECTION AND REPAIR

6.3 Environmental Compliance

The Company shall be familiar, and otherwise comply with Environmental Requirements as they apply to the erection work under this Contract unless relieved from compliance with specified Environmental Requirements identified in this Contract. Company shall furthermore notify the Owner of the need to obtain additional regulatory authorizations, including permits, prior to applying for such authorizations.

6.4 Waterways.

The Company shall observe the rules and regulations of the state, local, and federal agencies prohibiting the pollution of stream or river waters by dumping any refuse, rubbish, or debris therein.

6.5 Air Quality.

The Company shall minimize air pollution due to construction operations by using properly operating combustion emission control devices on construction vehicles and equipment, and shutting down motorized equipment not actually in use.

6.6 Construction Noise Control

6.6.1 The Company shall use appropriate construction methods and equipment, and provide acoustical barriers if necessary so that noise emanating from tools or equipment used for performing the work will not exceed legal noise levels.

6.6.2 Since all project work is to be performed between the hours of 8 a.m. and 5 p.m., The Company shall obtain the necessary permits from the appropriate agencies and make all necessary arrangements prior to commencing the project work.

7. SHORTS AND GROUNDS

7.1 The Company shall install temporary shorting and grounding connections between all phase conductors and shield wire and the structure grounding system, on structures selected at intervals of not more than one half (1/2) mile. Install at least one set of shorting and grounding connections on each dead-ended section of line.

7.2 The Company shall advise the Engineer in writing of the structure numbers on which the shorting and grounding connections have been installed and the date of their installation.

7.3 The shorting and grounding connections shall remain in place until the Engineer directs their removal.

7.4 In addition to the shorting and grounding safeguard specified, The Company shall provide and maintain all other safety grounding facilities required for execution of the project work.

7.5 The Company shall install grounding equipment so that wires or conductors, accessories, and hardware will not be damaged. As the shorting and grounding connections are removed, inspect the wires or conductors and accessories for damage and remove any nicks, roughness, or abrasions.

7.6 The Company shall install and remove temporary ground wires on a daily basis. No grounds shall be left overnight without the permission of the Project Engineer.

7.7 In addition to the shorting and grounding safeguard specified, the Company shall provide and maintain all other safety grounding facilities required for execution of the project work.

8 COMPANY EQUIPMENT AND SAFETY

APPENDIX A TECHNICAL SPECIFICATIONS
129-17 HELICOPTER BASED TRANSMISSION AND DISTRIBUTION CIRCUIT MAINTENANCE,
CONSTRUCTION, INSPECTION AND REPAIR

- 8.1 The Company and any subcontractors must apply and submit an application to JEA Safety and obtain JEA Safety Certification before the Bid Opening date in order for their bid to be opened.
- 8.2 The Company and his employees shall demonstrate adequate knowledge of safety and environmental regulations.
- 8.3 Company's Equipment shall be in good condition and capable of performing this work. Company will be required to demonstrate to JEA's satisfaction that equipment being used has been completely refurbished and in good working order. **Pulling rope(s) shall contain no splices and be in excellent condition. The pulling rope(s) shall be no more than five (5) years old.**
- 8.4 Company shall employ adequate safety measures to ensure the safety of the job site and his employees.
- 8.5 The Company shall immediately notify the Project Engineer of any on the job injury or safety incident.
- 8.6 The Company shall identify the fire station closest to the work area and make contact with the fire station to ensure a prompt response in case of an emergency. The Company shall provide the fire station with the address and driving directions to the Companies landing zone or specified show up work area. The Company shall determine the closest fire station address, phone number and record the information as part of the daily safety (tail gate meetings) meeting notes.

9 CONDITIONS FOR PERFORMING THE WORK

- 9.1 Material provided by Company shall be new quality and meet all standards and codes governing the material for the type of use of the material. Miscellaneous material inhibitors, cleaning solvents, anti seize, rope, etc., required for construction shall be supplied by Company and costs of such material shall be included in the bid.
- 9.2 Access to perform all work is the responsibility of the Company.
- 9.3 Company shall be responsible at all times for providing security to the work site, equipment and materials. In addition, Company shall provide site security for Company worker safety.

10 ATTACHMENTS

- 10.1 Exhibit A - Sample Work Scope and Associated Invoice Explanation.
- 10.2 Exhibit B- Sample Infra-red report from a JEA substation hot spot.
- 10.3 Exhibit C- GPS coordinates for use performing partial specified circuit inspections

11 JEA SUPPLIED PROJECT SHOW UP/MATERIAL LAY DOWN AREA'S

JEA will allow the Company to use existing transmission rights of ways in the vicinity of the project as material/lay down areas. The Company shall be responsible for keeping the areas clean of trash and debris and restore each area to "as found" condition. The Company shall provide security for all JEA issued material and is responsible for replacing stolen JEA material at the Company's expense.

JEA may request that the Company obtain permission from third parties to use their property/facilities as a helicopter landing zone and/or work area. JEA shall reimburse the Company based upon a cost plus 10% basis.

12. SURFACE DAMAGE AND RESTORATION

APPENDIX A TECHNICAL SPECIFICATIONS
129-17 HELICOPTER BASED TRANSMISSION AND DISTRIBUTION CIRCUIT MAINTENANCE,
CONSTRUCTION, INSPECTION AND REPAIR

The work as specified will be performed along City, County, State, and privately owned roads, streets and highways. The Company shall repair and/or replace any disturbed or damaged surface areas. This includes, but is not limited to, ruts, grass, and concrete driveways and sidewalks.

Ruts created in JEA transmission rights of ways shall be restored to "as Found" condition by filling them with dirt.

13. **Typical Work Descriptions, Helicopter and Potential Crew Staffing Recommendations (to be mutually agreed to be based upon the scope of each assigned project). Item numbers listed below correlate to items numbers on Appendix B Bid Workbook.**

<u>Helicopter Based Work Scope:</u>	<u>Requirement</u>
1. Helicopter	MD 500 helicopter or equivalent
2. Helicopter Pilot	Pilot with power line construction experience
3. Helicopter Mechanic	Helicopter mechanic
4. Mechanic Vehicle	Vehicle with fuel saddle tank, and tools required to maintain the helicopter while mobilized
5. Helicopter Based Crew Foreman	Working Foreman with helicopter based power line construction experience
6. Crew Foreman Vehicle,	4 door, 4 wheel drive veh. used to transport the crew and haul the line crew tool trailer
7. Helicopter Based Lineman	Lineman with helicopter based power line construction experience
8.. Ground Man	Ground man with helicopter based power line construction experience
9. Line Crew Tool Trailer	Multi axle enclosed trailer containing all tools and minor equipment required to perform the specified work
10.. Supplemental Work Allowance	Contractor supplied specialty equipment rental or subcontracted items/services as listed in section 15 and to be determined out of scope services, if requested. This also includes JEA requested Contractor purchased material.
11. Helicopter Pilot Mobilization/Demobilization	Per occurrence is defined as one work day to travel to Jacksonville to perform the specified work and one work day to travel back to your assigned base of operation.
12. Helicopter Mechanic Mobilization/Demobilization	Per occurrence is defined as one work day to travel to Jacksonville to perform the specified work and one work day to travel back to your assigned base of operation.
13. Line Crew Foreman, Lineman and Ground Man	Enter per person pricing. Lineman Crew size will

APPENDIX A TECHNICAL SPECIFICATIONS
129-17 HELICOPTER BASED TRANSMISSION AND DISTRIBUTION CIRCUIT MAINTENANCE,
CONSTRUCTION, INSPECTION AND REPAIR

Mobilization/Demobilization

be determined based upon project needs.
Excludes items listed in # 11 and # 12 above.
Per occurrence is defined as one work day to travel to Jacksonville to perform the specified work and one work day to travel back to your assigned base of operation.

14 PERMITS

The Company shall prepare, apply, pay fees and obtain any/all permits required to perform the work listed in this specification. This includes State of Florida permits required to fly weighted loads across or along roads.

15 SPECIALTY EQUIPMENT

During the life of this project, the Company may be requested to provide specialty equipment or service for use during an assigned project. The specialty equipment or service shall be paid for based upon cost plus up to a maximum 10% mark-up for handling/coordinating the specialty equipment or service.

The specialty equipment may include, but is not limited to, the following:

- X ray equipment
- Insulator washing equipment
- Infrared camera
- Corona camera
- Heavy Lift Helicopter, 22,000 lb maximum capacity
- Medium Lift Helicopter, 10,000 lb lift capacity

APPENDIX B-LIST OF SUBCONTRACTORS FORM

129-17 Helicopter based Transmission and Distribution Circuit Maintenance, Construction, Inspection and Repair

JEA Solicitation Number 129-17 requires certain major Subcontractors be listed on this form, unless the work will be self-performed by the Company.

The undersigned understands that failure to submit the required Subcontractor information on this form will result in bid rejection, and the Company agrees to employ the Subcontractors specified below: (Use additional sheets as necessary)

Note: This list of Subcontractors shall not be modified subsequent to bid opening, without a showing of good cause and the written consent of JEA.

Type of Work	Corporate Name of Subcontractor (If work will be self-performed list "Self-performed" below)	Subcontractor Primary Contact Person & Telephone Number	Subcontractor's License Number (if applicable)	Percentage of Work or Dollar Amount
a) X Ray Equipment				
b) Insulator washing equipment				
c) Infrared camera				
d) Corona camera				
e) Heavy Lift Helicopter, 22,000 lb max capacity				

Signed: _____

Company: _____

Address: _____

Date: _____

Appendix B Minimum Qualification Information

**129-17 HELICOPTER BASED TRANSMISSION AND DISTRIBUTION CIRCUIT MAINTENANCE,
CONSTRUCTION, INSPECTION AND REPAIR**

GENERAL

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED IN THE FORMAT ATTACHED. THE REPORT SHALL BE PRESENTED IN THE ORDER DESCRIBED BELOW. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET ALL THE CRITERIA LISTED AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE BIDDER MUST COMPLETE THE FOLLOWING INFORMATION AND ANY OTHER INFORMATION OR ATTACHMENTS. SUBMIT THIS FORM ORIGINAL AND TWO COPIES WITH THE BID SUBMISSION.

BIDDER INFORMATION

COMPANY NAME:_____

BUSINESS ADDRESS:_____

CITY, STATE, ZIP CODE:_____

TELEPHONE:_____

FAX:_____

E-MAIL:_____

PRINT NAME OF AUTHORIZED REPRESENTATIVE:_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE:_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:_____

Company shall have the following minimum qualifications to be considered eligible for submission. **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 Company to ensure and certify that it meets the minimum qualifications stated below. A Company not meeting all of the following criteria will not have their Bid/Proposal submissions considered for Award:

1. Bidder must have self-performed at least one (1) project in each of the following five (5) areas of work in support of a utility within the last (3) years. The Bidder must show evidence of each type of work on this Minimum Qualifications Form. A single project may be utilized to demonstrate experience in more than one of the five (5) areas of work - but each of the five (5) lines of work must be covered:
 - A. Aerial Transmission and Distribution Damage Assessment
 - B. Aerial Transmission and Distribution Circuit Inspection
 - C. Aerial-based Transmission and Distribution Circuit Repairs
 - D. Aerial Installation of New Transmission And Distribution Facilities
 - E. Aerial Modification of Existing Transmission and Distribution Facilities

REFERENCE 1

Reference Name_____

Reference Phone Number_____

Reference E-Mail Address_____

Contract Year/Amount_____

Project Title _____

Address of Work _____

List the areas of work covered _____

Description of Project _____

REFERENCE 2

Reference Name_____

Reference Phone Number_____

Reference E-Mail Address_____

Contract Year/Amount _____

Project Title _____

Address of Work _____

List the areas of work covered _____

Description of Project _____

REFERENCE 3

Reference Name_____

Reference Phone Number_____

Reference E-Mail Address_____

Contract Year/Amount_____

Project Title _____

Address of Work_____

List the areas of work covered _____

Description of Project _____

REFERENCE 4

Reference Name_____

Reference Phone Number_____

Reference E-Mail Address_____

Contract Year/Amount _____

Project Title _____

Address of Work _____

List the areas of work covered_____

Description of Project _____

Reference Name_____

Reference Phone Number_____

Reference E-Mail Address_____

Contract Year/Amount _____

Project Title _____

Address of Work _____

List the areas of work covered_____

Description of Project _____

APPENDIX B-BID FORM

129-17 Helicopter based Transmission and Distribution Circuit Maintenance, Construction, Inspection and Repair

Submit an **original, two (2) copies and one (1) CD or thumb drive** along with other required forms in a sealed envelope to: JEA Procurement Dept., 21 W. Church St., Bid Office, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202-3139.

Company Name: _____

Company's Address _____

License Number (if applicable) _____

Phone Number: _____ FAX No: _____ Email Address: _____

BID SECURITY REQUIREMENTS

- ☒ None required
☐ Certified Check or Bond Five Percent (5%)

TERM OF CONTRACT

- ☐ One-Time Purchase
☒ Annual Requirements- 3 yrs with optional 2 – 1 Yr Renewals
☐ Other, Specify _____

SAMPLE REQUIREMENTS

- ☒ None required
☐ Samples required prior to Response Opening
☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- ☒ None required
☐ Bond required 100% of Bid Award

QUANTITIES

- ☐ Quantities indicated are exacting
☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

- ☐ 1% 20, net 30
☐ 2% 10, net 30
☐ Other _____
☐ None Offered

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	TOTAL BID PRICE
1	Total Cost - 129-17 Helicopter based Transmission and Distribution Circuit Maintenance, Construction, Inspection and Repair (Transfer Total from Appendix B Bid Workbook)	\$ _____

☐ **I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public “as-is”.**

BIDDER CERTIFICATION

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda _____

_____ through _____

Handwritten Signature of Authorized Officer of Company or Agent Date

Printed Name and Title