**APPENDIX A - TECHNICAL SPECIFICATIONS**

**136-17 - ASBESTOS AND LEAD PAINT ABATEMENT SERVICES**

1. **SCOPE OF WORK**
   1. JEA is seeking qualified vendors for asbestos and lead paint abatement services. It is anticipated that asbestos abatement services will account for greater than seventy-five percent (75%) of the use of this contract. Reinsulating activities are not included as part of the work scope as they are performed under a separate insulation contract.
   2. Primary implementation of this contract will be for activities conducted within JEA’s Northside Generating Station. The contract is not limited to this site and on occasion may be used for abatement projects at various other JEA facilities.
   3. The following list of services is intended to be a representative compilation of work scope within this contract. Should additional services or additional unit price needs be identified after the commencement of the contract, these items may be added to the contract by letter requesting inclusion, pursuant to approval by JEA.
      1. Asbestos Abatement of thermal insulation on piping & valve systems, asbestos wallboard, asbestos drywall, asbestos gaskets, vinyl asbestos tile, asbestos roofing, asbestos surfacing materials, asbestos paint, or any miscellaneous asbestos containing materials which may be identified.
      2. Abatement of paints containing lead, cadmium, chromium, or other toxic properties. Removal may consist of chemical or mechanical stripping, encapsulation, shot blasting, needle gun, HEPA powered vacuum tools, or other commonly utilized technologies.
2. **GENERAL REQUIREMENTS**
   1. Contractor shall provide labor, materials, equipment, and subcontracts on an “as needed” basis for asbestos and lead paint abatement services.
   2. For each task request, the Contractor shall provide the JEA Project Representative with a written budgetary cost proposal which must include, at a minimum, the estimated labor hours, materials, and equipment costs associated with the Work. Unless otherwise directed, the cost proposal shall include all items necessary to perform a turnkey job.

## The Contractor shall be qualified to perform all aspects of asbestos and lead paint abatement services, including, but not limited to, the work scope listed herein.

* 1. All asbestos and lead paint abatement services shall be accomplished utilizing standard industry procedures and practices. Workmanship will be performed in accordance with all applicable Federal and State regulations and per the conditions set forth within these guidelines.
  2. Contractor shall employ skilled labor capable of performing the kind of work assigned. All workers employed by the Contractor shall have thorough knowledge of their craft and have experience in an industrial environment. Any worker employed by the Contractor who exhibits inadequate experience, or inability in their field, shall be discharged at the discretion of the JEA Project Representative. Contractor shall maintain documentation verifying employees’ skills in the form of resumes, certifications, training, etc., which will document an employee's ability in their field(s). Documentation will be made available to the JEA Project Representative upon request. See Paragraph 11.3 for additional information concerning Labor Classifications.
  3. Contractor shall not initiate ‘out of scope’ services without obtaining prior authorization from the JEA Project Representative. For example, if during the course of the Work, a potential problem or issue is identified by the Contractor, the JEA Project Representative shall be notified immediately of the problem/issue and may then initiate an authorization to the Contractor for ‘out of scope’ services.
  4. Contractor shall comply with all Federal, State, and Local industrial safety rules, regulations, codes, and standards. Contractor shall also abide by all JEA Safety and Security Policies and Procedures, as a minimum requirement.
  5. A Technical Consultant(s) may be retained by JEA to oversee the work.

## Pricing of all work shall be based on the Labor, Materials, Equipment, and Subcontract unit prices and markups submitted in the Respondent Rates Workbook.

* 1. Contractor will not be required to provide an onsite office, but space can be provided for a temporary office trailer. The Contractor shall be entirely responsible for any and all costs associated with this type of arrangement.

## JEA will provide non-potable water service only. It is possible that potable water may be supplied during major outages through a separate JEA General Construction Services contract, however, during a forced outage or a short notice outage, the Contractor shall be responsible for providing potable water for their employees.

* 1. The Contractor is advised that other projects may be in progress during this agreement period. Coordination and cooperation with other Contractors, JEA personnel and others working in the plant area will be required to insure the work will be completed on schedule.
  2. All materials and workmanship supplied by the Contractor shall be first quality in every respect in accordance with the best modern practice. Whenever there is a reasonable doubt about what is permissible and when the quality of any work is not stated, the interpretation which requires the best quality work is to be followed. All final decisions will be the responsibility of the JEA Project Representative.
  3. Contractor shall be responsible for all labor and material costs associated with the replacement of any existing plant equipment, etc. components that may be damaged by the Contractor during the course of the Work.
  4. JEA will supply 110V and 220V power, and may supply 80 PSI plant service air for the Contractor's use, when and where available.
  5. JEA, upon request, will provide general arrangement drawings for the Contractor to use for the purpose of this contract.

1. **SPECIFIC REQUIREMENTS**
   1. Contractor shall provide a Primary Contact to be assigned to the contract that will be accessible twenty-four (24) hours per day, seven (7) days per week, inclusive of Holidays. This person shall act as the primary interface between JEA and the Contractor. Should there be a change in employment for the Primary Contact (i.e., promotion, resignation, termination, etc.) the Contractor shall notify the JEA Project Representative within twenty-four (24) hours of the event.
   2. Contractor shall provide a Secondary Contact in the event the Primary Contact is not available for any reason.
   3. Contractor’s employees shall have the Contractors’ name and an employee number on their hard hat.
   4. Contractor shall supply all Safety Data Sheets (SDS) prior to any material arriving at the project laydown area.
   5. Contractor shall verify existing conditions and dimensions prior to starting work. Any discrepancies must be brought to the attention of the JEA Project Representative.
   6. Contractor and the JEA Project Representative will be responsible for arranging / coordinating all scaffold requirements. The JEA Project Representative may, at their discretion, choose to cover scaffold needs with an existing JEA Scaffold Contract or may utilize the Contractor to provide for these services. If the scaffold work is to be subcontracted, then payment to the Contractor will be per the rates specified in the Respondent Rates Workbook for “Subcontract plus Mark Up”. If the Contractor can provide scaffold services using in-house employees, then the price for these services shall be negotiated with the JEA Project Representative on a per task basis.

## Contractor shall provide around the clock on-site / off-site communication capabilities.

## Contractor shall furnish their own portable toilets, wash stations, and break area for their employees. JEA will reimburse the Contractor for these costs provided proper documentation of cost is included with the invoice.

* 1. Contractor shall be responsible and assume all liability for the disposal of all waste products (such as chemicals, industrial waste water, general trash, and sanitary waste) that are generated by the Contractor, unless prior arrangements are made with the JEA Project Representative.Disposal fees shall be paid by the Contractor and submitted for reimbursement as specified in the Contract.
  2. Good communications foster good relationships and benefit all parties. The Contractor will be required to attend and actively participate in pre-construction meetings as well as weekly or daily status meetings. The Contractor shall provide a knowledgeable person (Project Superintendent or General Foreman) for in-person or teleconference meetings. Labor or service charges related to meeting attendance will not be permitted.

1. **CONTRACTOR SAFETY**
   1. **IT IS EXTREMELY IMPORTANT THAT THE CONTRACTOR AND JEA WORK TOGETHER TO ADDRESS ANY SAFETY CONCERNS SUCH THAT POTENTIAL ACCIDENTS ARE AVOIDED.**
   2. All employees of the Contractor, who perform work on JEA property, shall be JEA Safety Qualified. Contractor Supervisors/Foremen will be required to attend the Safety Leadership Development program offered through the Northeast Florida Safety Council (NEFSC) or an equivalent program as required by the JEA Contractor Safety Program.
   3. Site specific training shall be required to work at each electric plant location. The JEA Safety Department or JEA Project Representatives will provide a PowerPoint Training module for the site location. Contractor is responsible for ensuring ALL personnel have received the appropriate safety training, as required by JEA Contractor Safety Program, and shall submit a roster of the employees who received the training.
   4. Contractor shall have at least one (1) competent supervisor, as defined by OSHA, on site at all times when and where work is being performed. The supervisor shall have at least two (2) years of Asbestos and Lead Paint Abatement supervisory experience and the Contractor shall be able to validate personnel credentials upon JEA request.
   5. Contractors are required to wear Personal Protective Equipment (**PPE**) at all times while on all JEA electric plant sites. **PPE** shall include, but not be limited to, the following; safety glasses, hard hats, hearing protection, safety-toed boots, rubber boots, poly boots, disposable full body protective clothing including hoods and booties, all types of work gloves, SCBA suits, all respirators or separate breathing apparatus with supplied Class D or better air, etc. **The cost of all PPE shall be included in the Hourly Labor Rates.**
   6. Hearing protection is required while working in electric plant power block areas and when operating machinery or equipment (including saws).
   7. Contractor employees are not permitted to wear ripped jeans, shorts, tennis shoes, sleeveless shirts, or shirts with offensive logos or messages.
   8. Contractor shall provide warning signs and barricade tape at all approaches to asbestos and lead paint abatement work areas. All hazardous waste containers (bags or drums) shall be properly labeled prior to transport.
   9. Contractor shall maintain a safe work environment at all times. Contractor shall keep their work areas free of trip hazards daily and shall maintain excellent housekeeping through the completion date of the project.
   10. Contractor shall utilize dust curtains, temporary partitions, walk-off mats or any other barricade or process necessary to keep the job site clean and isolated from JEA employees or other workers.
   11. JEA utilizes numerous chemicals, industrial gases, and fuel types in the electric production process. During the course of work, the Contractor may encounter or come in close proximity with these hazardous elements. The Contractor and JEA Representative shall work closely to identify these hazards prior to entering a work area through the use of Safety Task Assignment, Job Hazard Analysis, or similar template. Should the Contractor detect a gas leak or chemical spill in the work area, the JEA Project Representative shall be notified immediately and all Contractor employees relocated to a safe distance upwind of the leak or spill.
   12. Contractor shall abide by the JEA Hot Work Permit Program, Lock Out/Tag Out Procedure and the Confined Space Entry Procedure.
   13. Contractor shall abide by the JEA Contractor’s Safe Work Practices Manual.
   14. **ENVIRONMENTAL**
   15. JEA/SJRPP is under strict environmental standards with respect to all construction activities, including purchasing, delivery, erection, and operation / maintenance of equipment.
   16. Violations of standards may result in fines against and/or imprisonment of the guilty parties. The Contractor’s work shall be in compliance with all applicable environmental standards. The Contractor is liable for breeches of permit conditions instigated by its personnel.
   17. JEA/SJRPP shall assist the Contractor in environmental compliance by providing information upon request and monitoring the work. Environmental standards are contained in permits, permit application materials, Conditions of Certification, stipulations, and compliance documents. Copies of these documents are available for inspection at the JEA/SJRPP Environmental Compliance office. The Contractor shall cooperate fully with JEA/SJRPP in insuring compliance, including participating in meetings, implementing the JEA Contract Administrator’s instructions, and performing other actions as requested.
2. **DISPOSAL OF ASBESTOS AND LEAD PAINT WASTE**
   1. The Contractor shall remove, transport, and dispose of the asbestos and lead paint waste materials from the job site in compliance with all Federal, State, and Local regulations. The Contractor shall be responsible for obtaining the approval of the waste disposal site and for manifesting all waste disposal at this facility.
   2. The Contractor shall secure the necessary permits in conjunction with asbestos removal, hauling and disposal and provide timely notification of such actions as may be required by Federal, State, and Local authorities.
   3. The Contractor shall provide secure temporary storage, transportation and manpower for disposal of asbestos and lead paint waste materials.
   4. The Contractor shall submit to JEA the name of any landfill proposed to be used for disposal of asbestos and lead paint waste materials. All landfills must be approved by JEA Environmental prior to disposal. Disposal fees shall be paid by the Contractor and submitted for reimbursement as specified in the Contract.
   5. All lead or heavy metal debris determined to be hazardous waste, shall be disposed of as directed at an approved RCRA Subtitle C treatment, storage, or disposal facility. Non-hazardous lead or heavy metal debris shall be disposed of as directed at a RCRA Subtitle D landfill or a scrap or recycling facility approved by JEA. Disposal fees shall be paid by the Contractor and submitted for reimbursement as specified in the Contract.
   6. The Contractor shall be responsible for proper off-site disposal at the Contractor’s cost of any hazardous wastes they may consequentially generate during the work activity, (i.e., waste paint, thinners, fuel, etc.).
3. **INDEPENDENT TESTING AND MONITORING SERVICES**
   1. JEA will contract with an independent Industrial Hygiene and Safety (IHS) firm who will perform any necessary project air monitoring or testing needed. In some specialized cases, testing and analysis may be conducted by JEA, City of Jacksonville, or State of Florida personnel and/or laboratories.
   2. The IHS firm will have full stop work authority for any conditions which may endanger the safety or health of people, equipment, facilities, or the environment. Personal air or exposure monitoring for Contractor personnel will be provided by the IHS firm and will not be a responsibility of the Contractor. The Contractor may conduct their own independent testing, if desired, at the Contractor’s cost.
4. **SECURITY**
   1. Contractor shall supply a list of names of the personnel they will be using during a given project to the JEA Project Representative one (1) week prior to start of the project so they can secure their access into the plant. **Photo ID’s are required for all personnel that will be working on JEA property.**
   2. Only authorized Contractor personnel shall have drive-on plant access. Contractor shall be responsible for transporting their personnel from the JEA designated parking area to their work area.
   3. A JEA issued security badge shall be visible at all times while on JEA property.
   4. Background checks and mandatory training may be required for entry to NERC regulated spaces.
   5. Parking on JEA property shall be approved through the JEA Project Representative. Parking for Company vehicles and Company personnel vehicles is limited to four (4) vehicles within the NGS facility. All Company vehicles driven onto plant sites must be properly identified with Company placards. Additional parking for personnel is available off-site in the designated Contractor parking area.
   6. Certain work for JEA may entail entering maritime facilities, such as the fuel loading docks and/or the adjoining JAXPORT properties, all of which are governed by the Transportation Security Administration (TSA). In order to gain access these facilities, the Contractor must obtain, in advance and at their own cost, a Transportation Worker Identification Credential (TWIC). The estimated cost is $125.00 and is valid for five (5) years. Eligibility for a TWIC is subject to certain immigration and criminal background check requirements. Additional details may be found at www.TSA.gov.
5. **TOOLS AND EQUIPMENT**
   1. Contractor shall provide their own tools and equipment necessary to perform asbestos and lead paint abatement tasks as directed by JEA.
   2. Contractors are responsible for ensuring all tools and equipment used in JEA facilities and job sites are in safe operating condition.
   3. Tools should be inspected before use to identify and repair any damage.
   4. Tools should not be left in aisles, corridors or on ladders or other walkway surfaces.
   5. Tools used on raised platforms should be secured with a safety line, or other method to prevent them from falling.
   6. Use of tools or equipment, which produces dust or other particulate, must have adequate controls in place to minimize/prevent particulate fallout.
   7. Non-sparking or explosion-proof tools/equipment must be used in flammable liquid storage areas or where concentrations of flammable vapors or combustible dusts may exist.
   8. Specialty tools and equipment which are purchased specifically for a particular Task Order, shall be reimbursed for the actual cost of such items plus a 5% mark up, including sales tax, if required, as shown by original receipted bills. Prior approval by the JEA/SJRPP Project Representative shall be required for the purchase of specialty tools and equipment.
   9. Any specialty tools and equipment that the Contractor is directed to purchase by the JEA/SJRPP Project Representative shall become JEA/SJRPP Property and shall be returned to JEA/SJRPP Project Representative at the end of the project or the end of the contract, whichever time is more appropriate.
6. **WORK HOURS**
   1. Straight Time (ST) hours are performed from eight (8) to twelve (12) hours per day (the “Normal Work Day”), not to exceed forty (40) hours per week (the “Work Week”). A Normal Work Day may take place during the day, afternoon, or night shift.
   2. Overtime (OT) hours are performed outside of a Normal Work Day or Work Week, including weekends and holidays. Overtime shall be approved in advance by the JEA/SJRPP Project Representative and shall be paid after an employee has worked forty (40) hours for the Work Week or worked more than the Normal Work Day.
   3. Contractor shall not be permitted to perform overtime work without prior approval of the JEA Project Representative.
7. **TIME & MATERIAL (T&M) COST METHOD**
   1. **Payment**
      1. JEA will pay the Contractor for T&M work in the manner set forth below and the compensation provided shall constitute full payment for the work.
   2. **Invoicing**
      1. On a monthly basis, the Contractor shall submit a preliminary invoice to the JEA Project Representative for approval. The preliminary invoice shall contain, at a minimum, the following backup documentation:
         1. JEA Purchase Order number.
         2. Invoice number.
         3. Task Title and percent complete.
         4. Invoice billing period.
         5. JEA Task Manager.
         6. Task Order description.
         7. Invoice summary for each project or task order to include line item expenses for labor, materials, equipment rental and subcontracts with totals for each. (See Attachment A).
         8. A timesheet summary for all labor and supervision, including employee name, job classification, hours worked, dates worked, and hourly labor rates. (See Attachment A).
         9. Daily timesheet and equipment usage sheets signed off by JEA Project Representative. (See Attachment B).
         10. Per Diem & Travel expense sheet for each eligible employee to include the rate established in the Respondent Rates Workbook and applicable mileage charges (including Google Maps screen shot for mileage verification). All Per Diem & Travel requests shall be compliant with the JEA/SJRPP Contractor Travel Procedure.
         11. Receipts for Material purchases.
         12. Receipts for Equipment Rental costs.
         13. Receipts for Subcontract costs.
         14. Other backup documentation, as deemed necessary to verify accuracy of billing.
      2. Upon approval by the JEA Project Representative, a final invoice shall be submitted per the JEA Purchase Order instructions.
      3. Final invoicing shall be submitted within sixty (60) days of project task completion.
   3. **Labor Classifications**
      1. Key Personnel Minimum Requirements
         1. Project Superintendent - Shall possess five (5) years or more of industrial asbestos and lead paint abatement experience. Responsible for organizing and supervising all on-site job activities. Ensures that crews and crew leaders are working efficiently towards timely job completion. Performs quality control duties, monitors supplies and equipment inventories, and maintains recordkeeping. Provides professional and courteous customer service, human resource management, training, leadership, effective communication skills, etc. Must have at least 4 years of experience managing direct reports.
         2. General Foreman - Shall possess at least four years industrial plant asbestos and lead abatement experience. Must be able to schedule and supervise the work of at least five (5) abatement workers. General Foreman may perform work when not scheduling or supervising the work of others. Provides training and technical assistance for co-workers, courteous customer service, safety & training, leadership, etc. The General Foreman will communicate with JEA on a daily basis to schedule work.
         3. Foreman - Shall possess at least four years industrial plant asbestos and lead abatement experience. Must be able to schedule and supervise the work of at least five (5) abatement workers. Foreman will perform work when not scheduling or supervising the work of others. Provides training and technical assistance for co-workers, courteous customer service, safety & training, leadership, etc. The Foreman will report to the General Foreman and may be responsible for communicating with JEA on a daily basis to schedule work.
         4. Journeyman - Shall possess at least four years industrial plant asbestos and lead abatement experience. Responsible for a diverse set of duties related to asbestos and lead paint abatement services. Utilizes tools and equipment in a safe and efficient manner in order to minimize risk of injury, property damage, or loss of life.
         5. General Laborer - Shall possess six months or more in an industrial plant environment. Utilizes tools and equipment in a safe and efficient manner in order to minimize risk of injury, property damage, or loss of life.
         6. As special situations arise, JEA may require a special personnel classification that is not listed in the bid form. If these special needs are required by JEA, the Contractor shall submit a unit price proposal for those units to the JEA Contract Administrator for review. Upon acceptance by the JEA Project Administrator, the agreed upon price(s) will become a unit price in the specification during the course of the Contract.
   4. **Hourly Labor Rates**
      1. Asbestos and lead paint abatement services will be performed on a per-hour basis with a minimum of one (1) hour. Hourly Labor Rates shall be provided in the Respondent Rates Workbook and will begin when the Workers arrive at the job site.
      2. Hourly Labor Rates shall be all-inclusive such that each job classification shall include wages, taxes, benefits, workers compensation, mobilization and demobilization, general & administrative costs, profit and overhead, and any other salary burdens for the worker’s employment.
      3. Hourly Labor Rates shall be quoted inclusive of ALL Personal Protective Equipment **(PPE).** See Paragraph 4.5 of this specification for additional details.
      4. Hourly Labor Rates shall be quoted inclusive of ALL applicable training, certifications, and approvals required to operate vehicles and/or equipment and to safely perform the Work at the specified job sites in an environmentally responsible manner.
      5. Hourly Labor Rates shall remain fixed for the three (3) year contract duration. Thereafter, the Contractor may request a Consumer Price Index (CPI) adjustment annually per the contract Terms & Conditions.
      6. Contractor shall make arrangements to allow all work as defined in this specification to be completed during Straight Time work hours.
      7. Contractor will be paid at the “Hourly Labor Rate” indicated in the Respondent Rates Workbook for all classifications of labor that are engaged in the Work.
      8. The Overtime Hourly Rate shall not exceed 1.5 times the Straight Time Hourly Rate for work performed after normal work hours, including weekends and holidays. Double time will not be paid.
      9. Contractor’s employees shall be assigned a single job classification and shall be invoiced at that Labor Rate. In no instance shall an employee be invoiced at a higher paying job classification, unless a promotion has taken place. In this instance, the JEA Contract Administrator and JEA Project Representative shall be informed of the change within 48 hours.
      10. Any Labor Classifications not covered by Fixed Rates under this contract must be approved by the JEA Contract Administrator prior to the start of Work.
   5. **Per Diem and Travel**
      1. All travel reimbursement shall be in accordance with the JEA/SJRPP Contractor Travel Procedure.
      2. In no instance will per diem or travel be paid to anyone whose residency is within 75 miles of the JEA plant site where the work is being performed. Mileage greater than 75 miles one way, or 150 miles round trip, will be reimbursed in accordance with JEA’s Travel Policy. Google Maps will be utilized for determining travel distances to each electric plant location.
      3. Contractor employees who qualify for per diem and travel shall be required to provide proof of residency by submitting a copy of their Driver License.
      4. Per Diem and Travel will be reimbursed at the rate stated in the Respondent Rates Workbook.
   6. **Materials Mark Up**
      1. For materials purchased by the Contractor and used in the execution of the Work, the Contractor shall be paid the actual cost of such materials, including sales taxes, if required, and freight and delivery charges as shown by original receipted bills. A mark-up amount shall be added to these costs, but shall not be added to applicable sales tax, expedite or emergency charges, delivery or freight charges. The mark up amount shall equal the "Material Mark Up" as stated in the Respondent Rates Workbook. The Materials Mark Up amount shall not exceed 10%.
      2. The calculation for “Materials Mark Up” shall be expressed as follows:

Example: Cost of Material = $2,000.00

“Materials Mark Up” = 5%

Total Material Cost plus Mark Up = $2,000.00 x 1.05 = $2,100.00

* + 1. JEA reserves the right to select and approve, or to reject the materials to be used and the sources of supply of any materials furnished by the Contractor.
    2. **PPE** shall not be invoiced as a material, as this cost is to be included in the Hourly Labor Rates.
    3. The cost of food, drinks, ice, and snacks, etc. of any type, shall not be permitted as a reimbursable cost.
  1. **Equipment Rental Mark Up**
     1. For those instances in which equipment rental is necessary for valve maintenance repairs, JEA will pay the actual equipment rental cost of such equipment, including sales taxes if required, and freight and delivery charges as shown by original receipted invoices. A mark-up amount shall be added to the equipment rental cost, but shall not be added to applicable sales tax, expedite or emergency charges, delivery or freight charges. The mark-up amount shall equal the "Equipment Rental Mark Up" as stated in the Respondent Rates Workbook. The “Equipment Rental Mark Up” shall not exceed 10%.
     2. The calculation for “Equipment Rental Mark Up” shall be expressed as follows:

Example: Cost of Equipment Rental = $1,000.00

“Equipment Rental Mark Up” = 10%

Total Equipment Rental plus Mark Up = $1,000.00 x 1.10 = $1,100.00

* + 1. The Equipment Rental + Markup percentage shall be inclusive of all fuel costs, if applicable.
    2. JEA reserves the right to select and approve, or to reject the equipment to be used and the sources of supply of any equipment furnished by the Contractor.
  1. **Subcontract Mark Up**
     1. The Contractor will be permitted to utilize approved Subcontracts to assist with the execution of the Work. JEA will pay the actual Subcontractor’s cost as shown by copies of original receipted invoices. A mark-up amount shall be added to the Subcontractor cost. The mark-up amount shall equal the “Subcontract Mark Up” as stated in the Respondent Rates Workbook. The “Subcontract Mark Up” shall not exceed 10%.
     2. The calculation for “Subcontract Mark Up” shall be expressed as follows:

Example: Cost of Subcontract = $500.00

“Subcontract Mark Up” = 10%

Total Subcontract plus Mark Up = $500.00 x 1.10 = $550.00

* + 1. In no instance shall the value of the Subcontractor’s work exceed that of the Contractor, unless prior approval is permitted by the JEA Project Representative.
    2. JEA reserves the right to select and approve, or to reject Subcontractors to be utilized by the Contractor.
  1. **Equipment Operating Costs**
     1. JEA will compensate the Contractor for the equipment operating costs of a job pickup truck owned by the Contractor and used for the purposes of executing the Work. A “Cost per Day” shall be indicated in the Respondent Rates Workbook and shall be quoted inclusive of all operations and maintenance costs, including fuel and consumables not otherwise covered in the Respondent Rates Workbook.
     2. JEA will compensate the Contractor for the equipment operating costs of a material truck (box truck) owned by the Contractor and used for the purposes of executing the Work. A “Cost per Day” shall be quoted inclusive of all operations and maintenance costs, including fuel and consumables not otherwise covered in the Respondent Rates Workbook.
     3. After award of a Contract by JEA, the Contractor shall provide a price list for equipment owned, but not listed in the Respondent Rates Workbook, that could be used for this agreement.
  2. **Unit Price per Unit of Measure**
     1. JEA may direct the Contractor to perform asbestos and lead paint abatement services on a Unit Price per Unit of Measure basis, as stated in JEA Input Sheet 3 of the Respondent Rates Workbook. For each task that is authorized, JEA reserves the right to determine the cost method that works in their economic best interest – either Hourly Labor Rates and Markups or Unit Price per UOM.
     2. Unit Prices per UOM shall be all-inclusive such that each Work Description shall include labor, materials, equipment, PPE, and subcontractor costs associated with the type of work described in the Respondent Rates Workbook. Scaffolding and Per Diem are not to be included in this price.
  3. **Administrative Costs**
     1. Administrative costs will not be permitted as a separate billable cost. These costs must be included in the Hourly Labor Rates bid.
     2. Time spent by the Contractor developing an estimate for a job will not be permitted as a separate billable cost. These costs must be included in the Hourly Labor Rates bid.

1. **CODES AND REGULATIONS**
   1. Contractor will perform all work in accordance with established federal standards and regulations, local codes and regulations, and the current issues of the following codes and regulations.
      1. American National Standards Institute (ANSI)
      2. American Society of Mechanical Engineers (ASME)
      3. Institute of Electrical & Electronic Engineers (IEEE)
      4. American Society of Testing Materials (ASTM)
      5. Instrument Society of America (ISA)
      6. American Welding Society (AWS)
      7. National Fire Protection Association (NFPA)
      8. National Electric Manufacturers Assoc. (NEMA)
      9. National Electric Code - 11071 (NEC of NFPA)
      10. Occupational Safety and Health Administration (OSHA)
      11. Environmental Protection Agency (EPA)
      12. Florida Department of Transportation (FDOT)
      13. National Institute for Occupational Safety and Health (NIOSH)

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