

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

	<u>Sections</u>	<u>Page</u>
1.	Scope	2
2.	General Intent	2
3.	Caution Around Utility Lines	3
4.	Character of Workers	3
5.	Work Instructions	3
6.	Additional Specifications	3
7.	Tree Pruning	4
8.	Tree Removal	6
9.	Right of Way Mowing	9
10.	Chemical Brush Control	10
11.	Disposition of Brush and Debris	11
12.	Additional Personnel	12
13.	Tools, Equipment and Chemicals	12
14.	Crew Type Definitions	13
15.	Miscellaneous Maintenance	16
16.	Equipment Specifications	16
17.	Management and Supervision	19
18.	Miscellaneous Expenses	19
19.	Holidays	19
20.	Employee Major Medical Insurance Coverage	19
21.	Working Hours	20
22.	Overtime Work	20
23.	Equipment Overtime Discount	22
24.	Work Reports	22
25.	Minimum Starting Pay Scale –Applies only to T&E work	22
26.	Tenure	23
27.	Office Manager – JEA Tree Care	24
28.	Communication	23
29.	Liquidated Damages	24

1. Scope

This Work shall consist of furnishing all labor, equipment, and material necessary for Line Clearance and Right-of-Way Mowing of all designated JEA electric, water, and wastewater facilities, in accordance with the requirements of this specification. The location of the Work shall be any job site within the boundaries of JEA's service territory. This includes, but is not limited to, urban, suburban, and rural environments, work within the travel way of single and multi-lane roadways, wooded rights-of-way, plants (power, water, wastewater), electric substations, lift stations, well sites, timberland, and near commercial and industrial facilities.

This bid solicitation consists of a combination of Production or Firm price per mile for routine scheduled distribution 2.5-year cycle pruning, and T&E rates for other vegetation related work. Production crews will bill the same rates as hourly rates of T&E crews if they are performing T&E work. JEA estimates a total of 3,003 Production circuit miles per 2.5-year cycle or roughly 1,200 Production miles per year. The JEA service area is broken up into 3 districts. The districts will be completed simultaneously requiring the Contractor to always have a group of crews in each district. Each district shall have a dedicated General Foreman (GF) responsible for Production crews and their work (three GF's). Any Production work scheduled within a quarter should be completed in that quarter. Any carryover works not completed by the end of the first month of the following quarter will be subject to liquidated damages, as detailed in the Liquidated Damages section, until the work is completed and verified complete by JEA. These Liquidated Damages will include weekends and holidays.

2. General Intent

Intent (Intent is for 2 contractors. Primary contractor has Production, Transmission: 1 bucket crew, and 1 climbing crew, JSEB, and miscellaneous crews: loader/stump grinder, 3 ticket crews, transmission mowing crew, vine crew, distribution mow crew.) Secondary contractor has 4 – 7 capital/overhang crews and 1 GF but may add crews if Primary contractor is not performing. No minimum quantities are guaranteed.

A separate Storm Agreement for the Primary and Secondary contractors will be included as an appendix to this contract. This Storm Agreement will be for "Off System" crews working for the Primary or Secondary contractor or a "Sister" company of the Primary or Secondary contractor acting as a subcontractor, that may be brought onto the JEA system for storm response and restoration. The rates for these "Off System" Storm Agreements will be updated as an annual renewal each year prior to hurricane season. Updated rates for these potential off system storm response crews can be updated prior to each storm season. There will not be an annual CPI adjustment.

This contract is intended to utilize a contractor to perform all needed activities to support JEA's Vegetation Management, and Forestry Department in line clearance and right of way maintenance. Line clearance and right of way maintenance is performed to facilitate the installation of new facilities or improvements to existing facilities; to prune or remove those limbs, trees, and brush, and to maintain clearances on electrical or other facilities. All work shall be done in a safe and professional manner to render a neat and uniform appearance. Approval of work shall be to the satisfaction of the State of Florida's Department of Transportation, the City of Jacksonville, and other applicable municipalities, and JEA's Representative.

3. Minimum Qualifications

Primary and Secondary bidders must have a minimum of 10 years Utility Vegetation Management experience. Primary bidders must also currently have a minimum of 50 utility bucket tree crews within 500 miles of Jacksonville, that could be moved onto JEA's System within 3 business days if needed. Secondary bidders must also currently have a minimum of 25 utility bucket tree crews within 500 miles of Jacksonville, that could be moved onto JEA's System within 3 business days if needed. These required quick response crews may be "sister" companies, but they will operate under the Primary or Secondary bidder's contract.

4. Caution Around Utility Lines

Contractor shall exercise extreme care when cutting brush or trees that are close to or touching wires to prevent breaking or wrapping the wires together or otherwise interrupting service to JEA or damaging other utility cable or facility. If any such trouble should result, JEA shall be notified of the location of such trouble as quickly as possible. An incident report shall be filled out for any such occurrence and sent to JEA's Representative within 24 hours. Any known potential outage, line operation, or damage to JEA wire or other assets, or cable, or other asset of communication facility (fiber optic) shall be reported to the appropriate JEA vegetation management representative and office manager within the same business day. Any known JEA outage shall be reported immediately. Contractor failure to notify JEA in writing, within 24 hours of any service disruptions (such as Power, Water, Wastewater, CATV, and Phone) will result in Liquidated Damages as detailed in the Liquidated Damages section.

5. Character of Workers

All workers employed by the Contractor shall be experienced in and capable of performing assigned work. At any time, a worker exhibits inadequate experience, judgement, physical inability, or poor communication skills to safely perform assigned work; JEA reserves the right to cease/halt such assigned Work until the problem is rectified to the satisfaction of JEA.

6. Work Instructions

Contractor shall maintain qualified personnel capable of reading and working from job prints, circuit maps and crew-mobile ticket reports to identify required work assignments. Job prints are a plan view of the entire job showing the expected size and placement of new poles, primary and secondary conductor, transformers, service drops, etc. for which vegetation management is required. Crew-mobile ticket reports are database generated trouble tickets that identify vegetation management needs.

7. Additional Specifications

The latest rules and regulations of the following organizations shall be considered a part of these specifications, and all work done shall be done in strict accordance with applicable provisions thereof:

- ANSI A300
- ANSI Z133
- FDOT Maintenance of Traffic
- JEA Safe Work Practices Manual
- Line Clearance Certified Contractor
- Local tree/ landscape ordinances

- National Electric Code
- National Electric Safety Code
- OSHA
- Applicable regulations of federal, state, and local Environmental Protections/Control Agencies.

Contractor shall keep a current log for all employee training, qualifications, tenure, contract classification and, upon demand, furnish that log for JEA review.

8. Tree Pruning

8.1. Pruning

- 8.1.1. All Work performed shall be in accordance with ANSI Standards for Utility Pruning/Removal, as permitted by Duval, Clay, Nassau, and St. Johns Counties, and applicable municipalities.
- 8.1.2. Pruning in public and/or JEA rights-of-way will be performed as required for the installation of JEA facilities, improvements to existing facilities and to maintain proper clearance on existing JEA facilities. Each circuit is a stand-alone circuit. If a Transmission Line Circuit is over-built a Distribution Line Circuit, then only that Distribution circuit is pruned and billed on Production or Firm price per mile work. If a Distribution Line Circuit is over-built, or parallel on the same pole line as another Distribution Line Circuit, then both Distribution Line Circuits will be pruned and billed as one.
- 8.1.3. Pruning/Removal on private property will also be performed for the purposes outlined above but only as directed by the assigned Forester or Arborist.
- 8.1.4. Where vegetation management is required as a public safety and service measure, every reasonable effort should be made to limit and restrict such work to only what is necessary to mitigate the hazard and restore service. (Example: storm situation - road access)
- 8.1.5. All pruning, both initial and subsequent vegetation management, shall be done in accordance with the best recognized and approved principles of utility arboriculture with emphasis on current tree health, customer concerns and electric reliability.
- 8.1.6. Branches or limbs should be pruned to leave the branch collar intact to allow for more rapid closure of the wound. When only a portion of a limb is to be removed, the portion removed shall be cut back to a limb at least one-third (1/3) the diameter of the portion removed.
- 8.1.7. All Circuit pruning will be done with pole-saw and/or chainsaw. Circle saws are to be used only in storm situations.
- 8.1.8. The final decision as to the extent of pruning shall be left to the discretion of JEA's Representative.

- 8.1.9. Work not performed to specifications by FIRM (Cost/Mile) or (T&E) crews shall be corrected at the Contractor's expense within fourteen (14) calendar days of receiving written notice from any JEA representative. Corrections not completed to JEA satisfaction within 14 days will be subject to liquidated damages as detailed in the Liquidated Damages section for each day until the issue is corrected.
- 8.2. Every effort shall be made to regain and/or improve the quality of clearance obtained from the last time the Facilities were pruned Minimum clearances shall be as follows:
 - 8.2.1. Transmission (69kv, 138kv, and 230kv) minimum clearance at the time of pruning should be 15 feet or to the right of way edge as designated by the JEA representative.
 - 8.2.2. Primary (4kv, 13kv, and 26kv) minimum clearance at the time of pruning should generally be 10 feet but will ultimately be determined by the site. Vegetation species, age, location, growth direction, environmental site conditions, and the best recognized and approved principles of utility arboriculture will be considered in the final determination. Pruning cuts should be made to encourage future directional growth away from conductors.
 - 8.2.3. Open Wire Secondary (pole to pole, pole to customer, and street light circuit) minimum clearance at the time of pruning should generally be 3 feet but will ultimately be determined by the site. Vegetation species, age, location, growth direction, environmental site conditions, and the best recognized and approved principles of utility arboriculture will be considered in the final determination. Pruning cuts should be made to encourage future directional growth away from conductors.
 - 8.2.4. Insulated Secondary (pole to pole, pole to customer, and street light circuit) pruning should be done to eliminate contact. Crew personnel should avoid contact with these secondary lines. Pruning cuts should be made to encourage future directional growth away from conductors. Limbs or branches between 1" and 4" diameter at the point of contact should be removed by Firm crews during routine cycle pruning. Limbs, branches, or trees larger than 4" will be left for T&E crews. The JEA representative will determine if T&E crews will address these locations or if other options should be recommended to engineering or the property owner.
- 8.3. Maximum clearances shall be consistent with good economy and due regard to the rights and interest of property owners and the public. Note: Some circuits have had extra overhang removal pruning to allow for greater clearances. All circuits should at a minimum; be pruned back to the last point of pruning.
- 8.4. Notification and/or permission to proceed:
 - 8.4.1. Contractor shall attempt to notify each property of intent to prune. Further, for all homes and businesses not directly contacted, the

Contractor shall leave written notification (door hanger notice-JEA-supplied) of their intent to perform required vegetation management at least three days prior to the work being performed. This notice shall include a telephone number for customer inquiries. Supervisors shall respond to all customer calls daily. It is Contractor's responsibility to have a person available in the "satellite office" to answer all customer calls. Contractor's Supervisors are responsible for the notification process and will verify all inquiries before vegetation management starts.

8.4.2. JEA's representative or Supervisor will attempt to notify each property on all ticket/print work. This notification will be accomplished either verbally or by way of written notice (door hanger). However, if unavailable, the crews shall be responsible for the notification and confirmation with the JEA representative. Notification will be logged by date, time, and address.

8.4.3. Trim Refusals - If the Crew Leader is refused permission to obtain the necessary clearances, the crew leader is to notify the immediate Supervisor. If the Supervisor cannot secure permission, the Supervisor is to notify the JEA Representative that same day for further instructions.

- 8.5. The terms and provisions outlined above shall apply to all public and private property trees located within the City of Jacksonville or other appropriate governmental entity and shall be expressly followed by JEA except during the period of an emergency such as a hurricane, tropical storm, severe thunderstorm, flood or any other act of God; at which time the above terms and provisions will be temporarily waived so that they will in no way hamper private or public work to restore order and/or service to the community.
- 8.6. Supervisors and Crew Leaders are responsible for keeping all circuit maps and Prints updated. T&E Crew Leaders will be required to keep circuit maps and Prints marked to reflect Work progress and record date/time completed for other ticket work on the work management software.
- 8.7. When pruning on designated circuits, Contractor shall provide clearance for all conductors (including, primary, secondary, services and street light wires) and JEA structures (poles, guys, switches) with appropriate access to said structures.
- 8.8. All mechanically operated electrical devices shall be cleared of vegetation from ground to sky to ensure personnel can safely operate the device from the ground position. Mechanically operated electrical devices include, but are not limited to, transformers, fuses, switches, capacitor banks, reclosers, etc.
- 8.9. Every effort shall be made to clear poles of all vegetation for a radius of five (5) feet. Naturally occurring species equal to or less than 6" DBH should be removed by Production crews. Sound judgement must be utilized based on species, size, landscape design, and other customer or environmental concerns.

9. Tree Removal

Identification of suspect trees:

- 8.1 All work performed shall be in accordance with the Annual Tree Trimming and Removal Permit for JEA Utilities granted by the City of Jacksonville. All work performed outside the territorial boundaries of Duval County shall conform to all existing laws and ordinances under appropriate permits for Clay, Nassau, and St. Johns counties. Copies of permits are available upon request. All work performed shall be in accordance with ANSI Standards for Utility Trimming/Removal (ANZI 300 part 7).
- 8.2 Trees six inches or less at diameter breast height will not be considered as an individual removal within the maintained ROW, but as just part of the circuit trimming. JEA intends to accomplish some of the live tree removal work above six inches in conjunction with circuit trimming; however, these larger removals will not affect the trimming costs for bid price comparisons of the circuit.
- 8.3 Every reasonable effort will be made to save and preserve all trees unless a thorough investigation, appraisal and JEA approval of the situation indicates that:
 - 8.3.1. The tree is diseased or damaged to such an extent that it cannot be treated and thereby preserved for any reasonable period of time.
 - 8.3.2. The type of tree and its location or growth pattern is such that it represents a real hazard from a public safety standpoint.
 - 8.3.3. Pruning that is necessary to remove the hazard would leave the tree in such condition that it would have no chance for survival and future development.
 - 8.3.4. Leaning trees - The tree has such a lean toward the right-of-way that it cannot be pruned without removing the tops and slanting the tree back.
 - 8.3.5. The tree is dead or dying:
 - 8.3.5.1. Dead/dying trees may be part of the normal Production distribution cycle trimming (not T&E) in certain situations.
 - 8.3.5.2. All dead or dying trees along the natural large tree edge that can hit the conductor shall be removed by Production crews.
 - 8.3.5.3. Dead or dying trees behind the natural large tree edge will be removed by Production crews depending on the following conditions:
 - 8.3.5.3.1. height of tree
 - 8.3.5.3.2. direction of prevailing winds
 - 8.3.5.3.3. topography of the land
 - 8.3.5.3.4. direction of the lean
 - 8.3.5.4. Suspect trees - All tree removal is subject to the above criteria. However, with the trees above six inches DBH, JEA's representative shall be notified before removal begins, and will make the final

decision as to the removal of such trees. In many instances only an assist to the customer is all that will be offered. Assisting involves the additional pruning necessary to make it safe for a private tree contractor to remove without coming within 10' of the conductors, or the topping below the conductor to remove the hazard to the conductor.

- 8.3.6. Vines - Cut a one-foot gap in all vines near the base of pole(s) or guy wire(s), and spray with an approved cut stump herbicide if possible. Some locations cannot be sprayed due to landscape design, or the likelihood of damaging non-target vegetation.
- 8.3.7. Stumps - Stumps should be cut to ground level. At JEA's direction or property owner's request, the stump/roots may be cut/ground 6 inches below ground level.
 - 8.3.7.1. JEA intends that any stump grinding will be done by a T&E crew on an as-needed basis.
 - 8.3.7.2. If any stump cannot be ground due to access (fences, ditches, plantings, etc.), proximity to fixed improvements (fences, poles, etc.), or for any other reason, the JEA Representative will determine the amount of work necessary.
- 8.3.8. Any crew involved in removing trees shall have a one-gallon pump sprayer of a cut stump herbicide. This is to ensure that all non-ground stumps and exposed roots are treated as soon as they are cut. Contractor will be required to maintain a one-gallon pump-up sprayer for all crews involved with tree/brush removal. Each crew Foreman is encouraged to obtain a Commercial Applicator License for category 6 (Right of Way). Crews that do not have a pesticide applicator license will operate under their General Foreman's license, or other designated contract company personnel.
- 8.3.9. Roadside: As Designated by JEA's Representative Remove, as permissible, all 6 inch or less DBH quick-growing trees, weed-type trees, trees growing as sprouts from stumps, trees which cannot be professionally maintained under JEA's facilities, fence-row trees, roadside trees adjoining agricultural and wooded lands and trees originating beside pole butts.
- 8.3.10. Off-Road: as designated by the JEA Representative Remove, as permissible, all tree species growing under JEA's facilities that run off-road where access by a conventional lift truck is not possible.

The scope of this ground line clearance is defined as: (1) removal of designated trees a minimum horizontal distance of 10 feet from outermost conductor(s) on pole, or (2) to the original old tree edge, whichever provides the greater clearance.

- 8.3.11. Any woody shrub/tree that will not reach the ten (10) foot prune zone at mature height, may be left uncut unless otherwise directed by the JEA Representative or adjacent property owner.
- 8.4. Large Tree Removal
- 8.4.1. In Public Right-Of-Way: The JEA Representative or Contractor will attempt to notify each property contiguous to the work to be performed of intent to prune/remove trees as required. Further, for all homes and businesses not directly contacted, the JEA Representative or Contractor will leave written notification supplied by JEA (door hanger notice) of their intent to prune/remove trees as required at least three days prior to the work being performed. This notice will include monitored telephone number for customer inquiry for the same.
- 8.4.2. On Private Property: The JEA Representative or Contractor will attempt to notify each property contiguous to the work to be performed of intent to prune/remove trees as required. Further, for all homes and businesses not notified in person, the JEA Representative or Contractor shall leave written notification (door hanger notice) of their intent to prune/remove trees as required at least three days prior to the work being performed. This notice shall include monitored telephone number for customer inquiry for the same.
- 8.5. The terms and provisions outlined above shall apply to all public and private trees within the JEA Service Territory and shall be expressly followed by the Contractor. Exceptions are during the period of an emergency such as a hurricane, tropical storm, severe thunderstorm, flood, imminent threat, or any other act of God; at which time the above terms and provisions will be temporarily waived, so that they will in no way hamper private or public work to restore order and/or service to the community.

9. Right of Way Mowing

- 9.1. On JEA right of ways, the contractor is to perform mowing as required to a line drawn vertically at the outer boundary line of the subject right of way or to the big tree line if this is reached before the boundary line. This right is subject to any assigned deed or easement restrictions and City or State laws. It includes mowing, and/or removal of grass, brush, weeds, trees, etc.
- 9.2. Mowing/Cutting
- 9.2.1. Transmission line corridors shall be mowed or cut from substation to substation and tree line to tree line, unless otherwise designated. All swamps, low areas, ditches, cross fences, etc. which cannot be mowed with a tractor must be cut either by hand or other mechanical means, unless otherwise designated. In areas where feasible, all cut stumps must be treated with an approved herbicide.

- 9.2.2. All vegetation including but not limited to trees, underbrush, weeds, grass, etc. shall be cut at ground line (or water line in areas where there is standing water). Maximum height for stubble immediately after cutting shall be four inches (4”).
 - 9.2.3. Unless otherwise specified all JEA right of ways shall be maintained as outlined above.
- 9.3. The JEA Field Representative shall be responsible to establish right of way clearance and/or maintenance priorities and to specify any exceptions to the above guidelines.
- 9.4. Where mowing or trimming includes Wild Cherry (*Prunus serotina*) every precaution shall be taken to eliminate the possibility of livestock being poisoned by eating such brush or leaves by properly removing and disposing of debris.
- 9.5. Certain transmission structures are within fenced enclosures for security reasons. The area inside fenced enclosures shall be mowed or cleared as part of the R/W mowing contract, and the fence line shall be trimmed inside and outside.
- 9.6. Right of Way Maps - The Right of Way maps are a plan view of the entire job showing the size and placement of poles, cross fences, and right of way boundaries for which mowing is required.
- 9.7. Security - Due to the importance of the transmission line facilities to the JEA’s transmission and distribution system, it is of the utmost importance that a high degree of security be maintained. All gates shall be locked upon entering and leaving a transmission line right of way. Any unauthorized activity shall be reported to the JEA Representative. Because most of the JEA’s easements are on private property it is very important that customer satisfaction be maintained during all aspects of the right of way maintenance.

10. Chemical Brush Control

- 10.1. The chemicals and chemical mixtures used shall be as approved, directed, and reimbursed by JEA. The Contractor shall be responsible for transporting and storing unless otherwise directed by JEA. The Contractor shall furnish personnel qualified by State regulatory agencies to handle and apply chemical. The Contractor shall have staff or qualified personnel to answer any technical questions regarding the type and use of chemicals. All herbicide application and mixtures shall follow herbicide labels.
- 10.2. Adequate precautions shall be taken to safeguard people, livestock, pets, wild birds, and animals when performing chemical brush control of any type. The Contractor shall cooperate with all public agencies and organizations interested in or affected by the chemical brush control program. Any equipment failure or other problems which results in temporary work stoppage shall be considered non-billable time. The standard methods of application for chemical brush control are:
 - 10.2.1. (A) Foliage, (B) Basal, and (C) Stump.
- 10.3. The following general specifications apply to foliage applications:

- 10.3.1. The brush sprayed shall be over three feet (3') but shall not exceed an average of eight feet (8') in height unless directed otherwise by JEA.
- 10.3.2. The chemical mixture shall be applied to completely wet the entire leaf, stem, and trunk surfaces of each plant to the point of run-off. To ensure proper coverage, spray operators shall not ride the spray unit but shall walk the right-of-way while spraying.
- 10.3.3. Foliage spray shall not be applied within thirty minutes after a fog, dew or rain that is heavy enough to cause run-off of water on the leaves of the plant.
- 10.3.4. The Contractor shall have the right to skip any portion of a line when in its opinion damage to crops, orchards or ornamental plantings may result from drifting or volatility. Contractor will notify the appropriate JEA representative of these locations.
- 10.4. The following general specifications apply to basal application:
 - 10.4.1. Basal application may be applied at any time of the year as directed by JEA.
 - 10.4.2. The chemical mixture shall not be applied when the stem and trunk are wet from fog, dew, or rain.
 - 10.4.3. The chemical mixture shall be applied to the stems and trunk to wet the entire surface of the stems of trunk from root crown up to the stem 18 inches. The chemical mixture shall be applied in sufficient volume to cause run-down on the stem or trunk to the root crown.
 - 10.4.5. The Contractor shall have the right to skip any portion of a line when in its opinion damage to crops, orchards or ornamental planting may result from drift or volatility.
- 10.5. The following general specifications apply to stump application:
 - 10.5.1. Stump application may be applied at any time of the year as directed by JEA.
 - 10.5.2. The chemical mixture shall not be applied when the stumps are wet from fog, dew, or rain.
 - 10.5.3. The chemical mixture shall be applied to the stump to wet the sapwood, the bark area, root crown and any exposed roots. The chemical mixture shall be applied in sufficient volume to cause run-down of the mixture to the root crown.
 - 10.5.4. Stumps shall be sprayed as soon as possible after cutting. Cut brush and debris shall be removed to expose all stumps and rubble.
 - 10.5.5. All stumps and stubble visible shall be treated.
 - 10.5.6. The Contractor shall have the right to skip any portion of a line when in its opinion damage to crops, orchards or ornamental plantings may result from drift or volatility.

11. Disposition of Brush and Debris

- 11.1. Brush and debris shall be handled in such a manner as to avoid obstructing roads, paths, or waterways. Any burning must be done with the approval of

local air pollution authorities, Fire Marshall, or Florida Forest Service. Any dumping in excessive amounts shall require a City Permit to Landfill that the landowner is responsible for obtaining.

- 11.2. Individual requests by property owners for special handling of brush/wood shall be granted where reasonable. If any doubt exists as to the action to be taken, the request shall be referred to the JEA Representative for instructions.
- 11.3. The Contractor is responsible for disposing of all chips at their expense. Any wood or palm stem disposal fees will be initially paid by the contractor and reimbursed by JEA with no mark-up. There shall not be any chips in the reimbursable loads of wood. JEA may negotiate a location for disposal of said debris other than on JEA property. The Contractor shall not sell or offer for sale any material generated by any work performed on or around JEA property.
- 11.4. All brush, limbs, logs, etc. generated by Production Firm Price crews as part of routine bid mileage work shall be chipped and or removed daily. Under no circumstances shall brush be left over the weekend or overnight. JEA will impose Liquidated Damages when brush is left without customer's permission, as detailed in the Liquidated Damages section. Debris left by T&E crews will be at the discretion of the JEA representative responsible for managing the specific crew or project.

12. Additional Personnel

- 12.1. JEA shall have the right to request Contractor to add/or reduce personnel and/or equipment of the various classifications, as it may deem necessary. JEA or its authorized representative may vary the number and classification of personnel and equipment on any crew in order that sufficient personnel and equipment shall be available to efficiently do the work covered in these specifications. Should the Contractor be unable to comply with the additional personnel/equipment request, JEA reserves the right to shift work to other contractors.
- 12.2. JEA shall give the Contractor ten (10)-business days written notification prior to any reduction in forces.

13. Tools, Equipment and Chemicals

- 13.1. Contractor will be required to provide the necessary equipment as called for and described in Sections 14 and 16 Equipment Specifications, plus any necessary supporting tools, equipment, and personnel. If any additional or special equipment not listed in the specifications becomes necessary, it shall be quoted with hourly rates by the Contractor. Rates will require approval by JEA before equipment may be used and billed. JEA may elect to purchase the special equipment in whole for use by contractor until not needed; at which time it will be returned to JEA.
- 13.2. Contractor's equipment, tools and material will be subject to approval or rejection by JEA, acting through its assigned JEA Representative. NO REBUILT EQUIPMENT UNLESS APPROVED BY JEA AND CONTRACTOR AGREES TO BILLING RATE DISCOUNT.

- 13.3. T&E Crew Equipment: Chainsaws will be in good/safe working condition with a good bar and chain. All other equipment will have less than five (5) years of service. Gas pole saws may be required on some unit trucks and will be billed as a chainsaw.
- 13.4. Production Firm Price Crew Equipment: Chainsaws will be in good/safe working condition with a good bar and chain. All Production Firm Price bucket trucks will have a medium size chain saw. Each Production GF will also carry a large chain saw. All other equipment will be in good working condition and appearance.
- 13.5. All billable equipment and other equipment with age limits will be required to have a unit number assigned and engraved on unit. This will include chainsaws and other small units so an in-service date can be established. This unit number shall be reported on timesheets. Contractor will supply JEA a list of all current personnel on JEA System and equipment with date of in service on the 1st day of each month.
- 13.6. Disc chipper, minimum 74 hp, on all T&E crews.
- 13.7. All Production Firm Price Aerial Units will be a minimum of 55' platform height. No 50' Aerial Units on JEA System. Each of the three Production areas will have one backyard lift in good working order. One squirt-boom truck may be added on any of the three Production areas at the discretion of JEA for pruning services, secondary, other hard access areas, etc. Each Production Firm Price circuit pruning group is required to have at least one 60-70 aerial unit. Example: If one group is working Northside and one working Southside, then each area group will have a 60-70 aerial unit. T&E personnel will not be permitted to transport equipment for Production while being billed to JEA.
- 13.8. The equipment of the Contractor shall be always kept in neat appearance and in good operating condition.
- 13.9. Tools shall be kept sharp and in good working order. All scheduled and unscheduled equipment maintenance/inspection work shall not be billable to JEA. All T&E Crew downtime will be scheduled with the JEA Representative.
- 13.10. The Contractor's equipment shall meet all safety requirements and insulating values of OSHA, ANSI or other state or federal agencies. All equipment booms, bucket/bucket liners etc. shall be tested yearly to insure the rated insulating value is upheld.
- 13.11. Adequate first aid supplies and work traffic signs and cones shall be a part of the standard equipment of all vehicles. Contractor will be required to have a properly functional DOT compliant arrow/sign board on system.
- 13.12. All equipment with a drive train will have mud-grip or cleated tires on all axles that provide pulling power.
- 13.13. Each crew will have a working company provided cell phone, tablet, or other mobile device. These phones will be "Smart Phones" with data capability to be approved by JEA.
- 13.14. Neither T&E nor Production personnel shall bring their personal vehicles to the jobsite.

14. Crew Type Definitions

- 14.1. Crew types shall be established using personnel and equipment as listed below; however, lower, or upper classifications may be utilized with the approval of JEA Representatives
- 14.2. The following is an estimated list of the crew types and the required personnel and equipment.

A. Distribution Trim Crew (overhang / capital) (6–8 Crews) (Secondary Vendor)

- 1 - Crew Leader
- 2 - Assistants (as designated)
- 1 - 60/70 Aerial Lift
- 1 - Chipper Unit (size as designated)
- 2 - Chain Saws (1 medium and 1 small)
- 1 – Hydraulic Pole Saw
- 1 - Leaf Blower
- 2 - Sets climbing gear

B. Ticket Crew (Transmission and Distribution) (4– Crews)

- 1 - Crew Leader
- 1 - Assistants (as designated)
- 1 - 60/70 Aerial Lift
- 1 - Chipper Unit (Size as designated)
- 3 - Chain Saws (1 large, 1 medium and 1 small)
- 1 –Hydraulic Pole Saw
- 1 - Leaf Blower
- 2 - Sets climbing gear

C. Transmission Trim Crew (1-2 Crews)

- 1 - Crew Leader
- 2 - Assistants (as designated)
- 1 - 60/70 Aerial Lift 4X4, with winch
- 1 - Chipper Unit (Size as designated)
- 3 - Chain Saws (1 large, 1 medium and 1 small)
- 2 or more – Sets climbing gear
- 1 – Hydraulic Pole Saw
- 1 - Leaf Blower

D. Climbing Crew (1- Crew)

- 1 - Crew Leader (Climbing)
- 3-4 Assistants (as designated) (Climbers. No more than 1 GM)
- 1 – 4x4 Split Dump Crew Cab 4-door
- 1 - Chipper Unit
- 4 - Chain Saws (1 for each person and 1 spare. At least 1 large, 1 medium and 2 small saws.)
- 1 - Leaf Blower

E. Jarraff Crew (0- Crew)

- 1 - Crew Leader
- 2-3 Assistants (as designated)
- 1 – Jarraff or equivalent
- 1 - Follow-up debris removal/chip crew
- 2 - Chain Saws (medium)

F. Tractor Crew (Distribution) (1- Crews) (May Be JSEB Crew)

- 1 - Crew Leader
- 1 - Assistants (as designated)
- 1 - 4X4 Tractor with Transporter
- 1 - Chain Saw (medium)

G. General Purpose Crew (1- Crew)

- 1 - Crew Leader
- 1 - Assistant
- 1 – Blower
- 1 - Grapple loader
- 1 – 4 X 4 ¾ ton truck
- 1 - Stump Grinder
- 1 - Large Chainsaw
- 1 – 7-ton Dump Trailer

H. Supervisor Crew (2- Crews) (1 GF for Primary vendor and 1 for Secondary vendor)

- 1 - Supervisor or Area Supervisor - Will supervise all the above crews
- 1 - 4x4 ½ ton truck

I. Hand Crew (0- Crews)

- 1 - Crew Leader
- 3 - 4 Assistants (as designated)
- 1 - Split Dump Crew Cab 4-door
- 1 - Chipper Unit (Size as designated)
- 4 - Chain Saws (medium)
- 1 - Leaf Blower

J. Vine Crew (1- Crew)

- 1 - Crew Leader (no assistants)
- 1- F-550 4x4 (or equivalent) 40' squirt boom bucket

K. JSEB Spray Crew (1- Crew)

- 1 - Crew Leader
- 1 - Assistants (as designated)
- 1 - 4x4 ATV with 50-gallon spray tank and trailer
- 1 - 4x4 ¾ ton truck with 200-gallon nurse tank
- 4 - Backpack sprayer per person plus 1 spare per crew

L. JSEB Mowing (1 Crew)

- 1 – Crew Leader
- 1 – Assistants (as needed)
- 1 – 4x4 Tractor with Batwing mower
- 1 – Support Truck
- 2 - Weed eaters

15. Miscellaneous Maintenance

The Contractor may be required to perform miscellaneous work such as repair or replacement of sod, topsoil, shrubbery, and tree planting during the term of this Contract. The Contractor shall be paid at the rate bid for the crew doing the work plus the reimbursement for any material furnished. Reimbursement for materials shall be the actual cost of the material to the Contractor plus 5% handling fee. Approval to furnish any material must be obtained prior to the work being performed.

16. Equipment Specifications

- 16.1 60/70' AERIAL DUMP BODY UNIT - (Platform Height) upper and lower boom break over center, 12 cubic yard dump body, tool compartments, mounted on Class 7 or Class 8 Truck, trailer hitch, bucket connections for two hydraulic tools and appropriate holders, two hydraulic tools as specified, long reach pole saw, with full complement of tools that will include 2 sets of climbing gear.
- 16.2 60/70' AERIAL DUMP BODY UNIT 4X4 WITH WINCH - (Platform Height) upper and lower boom break over center, 12 cubic yard dump body, tool compartments, mounted on Class 7 or Class 8 4x4 Truck, trailer hitch, front mounted 30,000lb winch, bucket connections for two hydraulic tools and appropriate holders, two hydraulic tools as specified, long reach pole saw, with full complement of tools that will include 2 sets of climbing gear. NOTE: NO EXCEPTIONS ON WINCH
- 16.3 60/70' AERIAL UNIT (REAR MOUNT) 4X4 FLATBED WITH WINCH - (Platform Height) upper and lower boom break over center, tool compartments, mounted on Class 7 or Class 8 4x4 Truck, trailer hitch, front mounted 30,000lb winch, bucket connections for two hydraulic tools and appropriate holders, two hydraulic tools as specified, long reach pole saw, with full complement of tools that will include 2 sets of climbing gear. NOTE: NO EXCEPTIONS ON WINCH
- 16.4 55' AERIAL DUMP BODY UNIT - (Platform Height) upper and lower boom break over center, 12 cubic yard dump body, tool compartments, mounted on Class 6 or Class 7 Truck, trailer hitch, bucket connections for two hydraulic tools and appropriate holders, two hydraulic tools as specified, long reach pole saw, with full complement of tools.
- 16.5 SPLIT DUMP TRUCK – CREW-CAB, 4-DOOR, 4x4 With Winch (Climbing Crew or Hand Crew) - Crew Cab, 4-door, 12 cubic yard hydraulic dump body, trailer hitch, tool compartments mounted on Class 7 or Class 8 4x4 Truck, trailer hitch, front mounted 30,000lb winch, with full complement of tools. NO DOG BOX CAB
- 16.6 SPLIT DUMP TRUCK – CREW-CAB, 4-DOOR, 2 Wheel Drive With Winch (Climbing Crew or Hand Crew) - Crew Cab, 4-door, 12 cubic yard hydraulic dump body, trailer hitch, tool compartments mounted on Class 6 or Class 7 Truck, trailer hitch, front mounted 30,000lb winch, with full complement of tools. NO DOG BOX CAB

- 16.7 SPLIT DUMP TRUCK – NON-CREW CAB, 2-DOOR (Follow-up Truck) - 12 cubic yard hydraulic dump body, trailer hitch, tool compartments mounted on Class 6 or Class 7 Truck, with full complement of tools.
- 16.8 SPLIT DUMP TRUCK – 4X4 NON-CREW CAB, 2-DOOR (Follow-up Truck) - 12 cubic yard hydraulic dump body, trailer hitch, tool compartments mounted on Class 6 or Class 7 4x4 Truck, with full complement of tools.
- 16.9 SMALL DISC BRUSH CHIPPER - 12'' Cutter head minimum, trailer mounted, minimum 74 hp engine, disc (Example: Vermeer BC 1000)
- 16.10 MEDIUM DISC BRUSH CHIPPER - 15'' Cutter head minimum, trailer mounted, minimum 74 hp engine. (Example: Vermeer BC 1500)
- 16.11 LARGE DISC BRUSH CHIPPER - 19'' Cutter head capacity minimum, dual vertical roller feed, trailer mounted, minimum 110 hp diesel engine, (example: Vermeer BC 1800)
- 16.12 GRAPPLE LOADER / Hydraulic Dump Truck - Ford F-800 or equivalent, dual rear axle, with dump body (minimum capacity twelve cubic yards), shall be fitted with a hydraulic Grapple loader (PRENTICE 2125 or larger), must be able to reach a minimum 20 ft. reach from side of truck, with full complement of tools.
- 16.13 CHAIN SAWS - Chainsaws: Small = 14'' bar (30 cc or larger engine). Medium = 20'' – 24'' bar (50 cc or larger engine). Large = 28'' bar (70 cc or larger engine). (Must maintain at least one 36'' bar. (90 cc engine or larger) and chain on system).
- 16.14 Blower: Minimum 3.0 cu. in (44.0 cc), 180 MPH Velocity.
- 16.15 Gas powered pole saw: 12' reach. Non-conductive and/or regular.
- 16.16 PICK-UP 3/4 TON, WITH STUMP GRINDER - F250 Crew-Cab/Extended Cab or equivalent, 4x4, Self-Propelled "Tracked" grinder capable of cutting 12" depth and 50" width, telescoping tongue, and minimum 60-horsepower engine, with full complement of tools. (Example: Vermeer SC 70), 14' seven-ton scissor lift dump trailer with full coverage tarp for transporting trees, ramps (example: Big Tex 14LP) (see 16.30) and with full complement of tools. Wheeled stump grinder may be approved upon discussion with JEA.
- 16.17 GF PICK-UP ¾ or 1 TON, 4x4 - F-250/F-350 or equivalent, 4x4, trailer hitch, equipped with full complement of tools. Each Supervisor truck will have a permanently mounted spotlight, Go Light or equivalent. All supervisor or GF trucks will be equipped with 4 light strobe system and prefer a roof top mounted amber light.
- 16.18 PICK-UP 3/4 TON, 4x4, CREW CAB – Skidder Support, F250 or equivalent, 4x4, trailer hitch, toolbox with hand tools. Will have a permanently mounted spotlight, Go Light or equivalent. Pick-up trucks will be equipped with 4 light strobe system.
- 16.19 PICK-UP 1/2 TON, 4x4 - F150 or equivalent, 4x4, trailer hitch, toolbox, with full complement of tools. Will have a permanently mounted spotlight, Go Light or equivalent. Pick-up trucks will be equipped with 4 light strobe system.
- 16.20 TRACTOR 4X4, with transporter – Minimum 70 hp tractor 4x4 with truck and/or trailer for transporting, minimum 50-gallon diesel fuel tank for fueling equipment, with full complement of tools. Front mounted winch. Bush Hog or equivalent cutting deck with minimum cutting capability of 4 inches.
- 16.21 (BROWN) TREE CUTTER - Heavy-duty Brown Tree Cutter, minimum 5' width.
- 16.22 BATWING MOWER - Heavy-duty 15' minimum Bat-Wing mower. This mower will be equipped with airplane floatation tires.

- 16.23 75' JARRAFF (or equivalent) – TRACKED - Mechanized trimmer mounted on tracked type vehicle or approved equal, minimum 75' cutting height, 360-degree rotation, with truck and/or trailer for transporting, contractor can pay for transportation on an as needed basis in lieu of providing the transport truck/trailer. With full complement of tools.
- 16.24 75" JARRAFF (or equivalent) – RUBBER TIRED - Mechanized trimmer minimum 75' cutting height, 360-degree rotation, with truck and/or trailer for transporting, contractor can pay for transportation on an as needed basis in lieu of providing the transport truck/trailer. With full complement of tools
- 16.25 ATV – Polaris Sportsman 850 (ATV) or Polaris Ranger 1000 (RTV) (or Equivalent) capable of carrying personal and equipment through areas that trucks cannot reach.
- 16.26 SQUIRT BOOM – Ford F-550 4x4 145-inch wheelbase (or Equivalent) with 40' platform height bucket and utility bed with side bins. Flatbed with added storage boxes may be approved upon discussion with JEA. With Full Complement of Tools.
- 16.27 BACKYARD BUCKET – Tracked backyard bucket with minimum reach of 40' and trailer for transporting. With Full Complement of Tools.
- 16.28 LARGE BACKYARD BUCKET – Tracked backyard bucket with minimum reach of 55' and trailer for transporting. With Full Complement of Tools.
- 16.29 FORESTRY MULCHER - Tracked Skid steer 110 hp with enclosed cab and AC with minimum 60" working width mulching head. With truck and/or trailer for transporting, contractor can pay for transportation on an as needed basis in lieu of providing the transport truck/trailer.
- 16.30 STUMP GRINDER - Self-Propelled grinder with push blade capable of cutting 12" depth and 50" width, telescoping tongue, and minimum 56-horsepower engine, with full complement of tools. (Example: Vermeer SC552)

COMPANY SHALL PROVIDE THE FOLLOWING EQUIPMENT FOR CREWS

FULL COMPLIMENT OF TOOLS - Inclusive of but not limited to manual pole-pruner and pole-saw, pole extensions, cant hook/peavy/log roller, rakes, brooms, hand tools (set of wrenches, screwdrivers, vice grips, hammer), and if requested: climbing gear, which will consist of one bull and two climbing ropes, two sets of spurs, two full body harness saddles, one speed saw, two hand held and/or truck mounted spot lights for night work. A minimum of one handheld light (hard hat lights are permitted but do not count as the handheld light). If lights are handheld, they must be of a type that does not have any wiring (potential ground) from the truck to person holding the light. A working 1 gallon herbicide sprayer will be required on all tree crews (Bucket, Climbing, Hand, and Tractor) to spray stumps and vines. Tool holders for any tools used from bucket; this will include pole/circle saw holder and chainsaw scabbard.

ADDITIONAL EQUIPMENT - Any additional equipment not listed above will require a submitted specification and subsequent approval before it can work on this Contract. Primary Contractor is required to maintain at least two working spare chippers on system. Secondary Contractor required to maintain at least one working spare chipper on system. The Primary Contractor is required to have two spare working bucket trucks at least with a 55' platform height.

17. Management and Supervision

Primary Contractor shall designate a solely dedicated single point of contact Account Manager, Superintendent, or Supervisor to oversee the Work as well as training and performance of General Foremen. This position will be based in Jacksonville and will only work on the JEA account unless mutually agreed by the Manager of Vegetation Management and Forestry, and Contractor. This will be a non-billable position.

The Secondary Contractor shall have a solely dedicated General Foreman that will only work on the JEA account unless mutually agreed by the Manager of Vegetation Management and Forestry, and Contractor. This will be a billable position.

18. Miscellaneous Expenses

Any miscellaneous reimbursable expenses such as materials, herbicides, equipment rentals, specialized short term services from third party contractors, and JSEB reimbursement will be paid at 5%. Approval to furnish any material or services must be obtained prior to the work being performed.

19. Holidays

Contractor will observe and pay all T&E personnel for the following twelve JEA observed holidays:

New Years Day
Martin Luther King Jr's Birthday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve Day
Christmas Day

Holidays will be non-billable to JEA. Holidays are billable to JEA if required to work by JEA. The contractor will be responsible for paying any premium time if the contractor schedules work for T&E employees.

20. Employee Major Medical Insurance Coverage

Contractor shall provide all employees the opportunity to purchase some type of medical insurance. Employees currently on the JEA system as of the first day of the new contract will be immediately eligible for coverage (example: no 90-day waiting period). If different coverage and/or costs are utilized for different supervisory levels, then the higher rates must be used for evaluation on the bid form. Example: If GF or Supervisor has a different rate than that of crew leader or climber, then the classification that has the highest rate is to be used on the Bid Form.

21. Working Hours

Normal working hours for this Contract will fall between 6:30 am to 5:00 pm with a one-half hour non-billable lunch period, Monday through Friday, subject to change. Crews are encouraged to bring their lunch each day. Lunch period begins when the crew stops working for lunch. If the crew elects to travel for lunch; this travel time to and from is part of the lunch period. Fueling, maintenance, and inspections of all equipment is non-billable time. Any equipment failure or personnel problems which result in a temporary work stoppage of more than ½ hour shall be considered non-billable time. Prior approval by JEA's representative for make-up hours for crews that fail to obtain their forty (40) hours will be required. This schedule will become the basis for the definition of "normal working hours". Contractor's schedule shall be coordinated with and approved by JEA's representative. Contractor will not be permitted to perform T&E work on the JEA system outside of the normal working hours without prior approval of JEA's Representative.

22. Overtime Work

Contractor shall base the Project scheduling time and unit prices on regular, non-overtime work. If JEA requires the Contractor to work more than the regular 40-hour work schedule, the Contractor will be entitled to compensation for Overtime Work in accordance with the following:

- The total compensation will be based upon the bid price of the unit price items performed to which is to be added the premium (excess payroll expense) portion only of the overtime labor hours worked by the various classifications involved.
- Discount billing rates for equipment utilized over 40 hours shall apply.
- All labor overtime will be billed at 1.5 times the pay rate then multiplied by the percent mark-up.
- JEA required hours worked on Sunday or on JEA observed holidays will be billed at the overtime rate of time and one half.
- Double time rates will apply for excess hours worked beyond 16 hours in a 24-hour period.
- JEA recognized holidays and previously scheduled and taken vacation days will be considered time worked as it relates to the calculation of overtime.

A. Standby Crews

Both Primary and Secondary Contractors shall establish a "Standby" system whereby two fully staffed Unit Price Bucket Crews and General Foreman will be on call 24/7 to be available for after hours' emergencies. Contractor will rotate the crews and supervisor that are on standby. Standby will be Monday through Sunday. Only one contractor will be on scheduled Standby each week. The schedule for each contractor will be created by JEA prior to the beginning of each fiscal year. The contractor rotation will be based on the number of bucket crews each contractor has on Production and T&E at the time of the scheduling. Contractor will verify each person on the Standby crew will have a cell phone. JEA may, at any time, adjust the callout schedule to respond to any problems Contractor may have in providing crews in a timely manner. JEA will pay each crewmember and General Foreman on standby at the rate of \$25.00 per day. The standby pay will be paid weekly to each crewmember and General Foreman. JEA may adjust this rate at any time during the term of this contract.

Both standby crews will be fueled, and all equipment shall be in working order at the end of the workday. Upon call out; the crew shall be at the first trouble call location within 90 minutes of being called. Call out overtime will begin when the crew is called and will end when the crew is released from their assembly area.

B. Double Time

If an employee is required to work more than 16 hours in a 24-hour period, then all hours worked beyond 16 in the previous 24 hours shall be paid at 2 times their regular rate of pay. This rate will apply until employee is released for rest period. This section may be removed if there are any abuses to this policy.

C. Rest Time

An employee who has worked sixteen (16) hours or more in a twenty-four (24) hour period, or eight (8) hours or more overtime in the sixteen (16) hour period immediately preceding his/her basic workday, shall, upon release, normally be entitled to a continuous eight (8) hour rest period before returning to work. Personnel called to work overtime on Sunday is an example of eight (8) hours or more overtime in the sixteen (16) hour period immediately preceding his/her basic workday. Rest period begins upon release from the assembly area. The paid portion of this rest period will coincide with the crews' normal work hours.

All this paid rest period will be on straight time. However, only the paid rest during scheduled hours will be considered "time worked" for Overtime Pay purposes. If the crew does return for their remaining scheduled hours; this scheduled time will be "straight time". If the crew is called back to work after this 8-hour rest period; any work time falling within their normally scheduled workday will be straight time. Any work time beyond their normally scheduled workday will be overtime.

Double time rates will apply if crew personnel are called back to work before the end of their 8-hour rest period. A lunch break will not be added into this 8-hour Rest Time. Once the personnel have been off for 8 hours the Double Time has ended.

No equipment is billable due to crew being on rest period. Contractor will be fully responsible to provide personnel if they desire to maintain billable time while crew(s) are on Rest Time.

23. Equipment Overtime Discount

A discounted rate will be used for equipment after exceeding 40 hours per week. Companies will provide their discount for Equipment over 40 hours on the Bid Workbook, A minimum of 10% discount shall be bid:

24. Work Reports

The Contractor shall furnish the following report in an electronic format. These reports shall be computer generated and include current month and year-to-date totals. The following reports shall be required:

Weekly Time Sheets: The Contractor's Supervisor shall turn in a weekly time sheet of all work performed, crew hours worked by construction code, circuit, and crew type to JEA. Contractor shall be prepared to initiate and use an email/ electronic based time sheet when JEA decides to utilize one.

A copy of each report must accompany all applications for payment and will be verified before any payments are processed. Since these reports are a valuable part of the Contract, no payment will be made until this data is provided.

25. Minimum Starting Pay Scale –Applies only to T&E

(Applies only to T&E crews and billable supervisors)

Personnel shall be paid at least the minimum pay listed below based on meeting the criteria for that classification. Pay below the minimum scale may be allowed when disciplinary action is required. Billing shall reflect all changes to pay rates. All movement within a classification and from one classification to another shall have prior JEA approval. Employees will move with a natural progression through each classification. Skipping steps from within a classification will not be allowed. Mark-up rates should be the same percentage across all position classifications. ONLY THOSE EMPLOYEES WORKING ON T&E TREE CREWS WILL BE ALLOWED TO EARN CLIMBER'S PAY. (Not applicable for mowing, herbicide, Jarraff, etc.)

Position

Field Operation Helper (Ground person)	\$15.42
Trimmer	\$17.26
Climber	\$18.86
Crew Leader Trimmer (Bucket)	\$21.86
Crew Leader Climber (Climbing Crew Only)	\$23.32
General Foreman	\$27.71

Special Skills

(Pass through to employee and not subject to contractor mark-up)

Herbicide (Production or T&E Personnel)	\$3.00
ISA Certified Arborist (Production or T&E Personnel)	\$5.00
ISA Certified Tree Worker (Production or T&E Personnel)	\$3.00
Class "B" CDL (T&E Personnel Only)	\$1.00
Class "B" CDL with Air Brakes (T&E Personnel Only)	\$1.50

Climbing Differential (Workers capable of climbing, but not on climbing crew and not expected to climb every day) +0.50
5 to 10 years of service (T&E Personnel Only) +\$1.00
10 to 15 years of service (T&E Personnel Only) +\$2.00
15 to 20 years of service (T&E Personnel Only) +\$2.50
20 + years of service (T&E Personnel Only) +\$3.00

- A. There will be no stacking of ISA certifications for payment differentials.
- B. Production crew personnel are not eligible for CDL, climbing, or years of service differentials unless they are working on T&E.

26. Tenure

Employee time working in utility vegetation management will count toward tenure if the employee was not gone from the industry for a period of more than five consecutive years. It will be the employee's responsibility to provide documentation of their time with another utility (ex. Pay stubs, tax returns, etc.)

27. Office Manager – JEA Tree Care

JEA will require the primary Contractor to provide a person to work at this satellite office to receive calls from the public, internal customers, and other related duties. JEA may contribute towards the cost of person if required to work on JEA activities. JEA reserves the right to provide the office person. Field supervisors shall have a phone in each vehicle provided by the Contractor. The use of JEA's facilities, vacant properties, substation properties, or transmission rights-of-way by the Contractor for parking or storage of materials and equipment will not be permitted except by written permission from JEA.

28. Communication

Contractor will be required to provide for all crews (including GFs) a GPS tracking system. Crews that have more than one vehicle shall be provided one for each vehicle. Contractor shall obtain JEA approval for the GPS tracking system, related devices, and radios to be used. This GPS tracking system shall have the ability for JEA personnel to access and generate reports.

Contractor shall provide a cell phone for each T&E crew. These phones will be "Smart Phones" with data capability to be approved by JEA.

29. Liquidated Damages

- A. Contractor will have 30 days from JEA issuance of the JEA Purchase Order Date to provide fifty (50%) percent of all required equipment and personnel. Contractor will then have 30 days after the first 30 days to provide the remaining fifty (50%) percent of required equipment and personnel. A charge of \$500.00 per day will be incurred by the Contractor, in the form of Liquidated Damages, for failure to provide all required crews for this contract. Contractor will be notified within 10 working days after Bid Opening as to the number and type of crews required. At any time during the term of this contract, JEA may request the Contractor to provide additional or reduced crews as determined by JEA.
- B. At no time will Contractor relocate any equipment and/or personnel off JEA's System without Manager, Vegetation Management & Forestry, or designee approval (designee assigned by Manager, Vegetation Management & Forestry). If so, then JEA will consider this as a Work stoppage/slowdown, and Contractor will incur a Liquidated Damages charge of \$1000.00 per crew, per day off JEA's system. This line item includes Production and T&E personnel and equipment.
- C. Falsification of timesheets will result in a charge of \$1,000.00 for each occurrence. Anytime that Contractor personnel and/or equipment are not doing productive work for JEA, it will be non-billable to JEA. Any person who violates this subsection after the first occurrence will be banned from JEA property. This subsection is written to address Contractor personnel that, while being paid by JEA, are involved in other activities not in JEA's best interest.
- D. Crew(s) on standby shall be at the first trouble call location within 90 minutes of being called. Failure to be onsite within this time will result in a charge of \$1,000.00 for each occurrence, in the form of Liquidated Damages. Fully staffed crew(s) will be at their trucks, ready to respond to system emergency, within one hour of page or call.
- E. Any Production carryover work not completed by the end of the first month of the following quarter will be subject to liquidated damages of \$500 per day per circuit until the work is completed and verified complete by JEA. These Liquidated Damages will include weekends and holidays.
- F. Contractor's GF is expected to inspect work upon completion before notifying JEA that work is complete. Upon completion of work, a JEA representative will verify completion, and generate a "Punch List" for the Contractor to rework or complete if needed. Once this Punch List is completed by the Contractor, JEA's representative will verify the Work. Any items on the Punch List not completed or documented will be completed at the Contractor's expense if on T&E work, and Liquidated Damages of \$100.00 will be incurred for each location on T&M work or Production circuits.
- G. Work not performed to specifications by Production (Cost/Mile) or Unit (T&M) crews shall be corrected at the Contractor's expense within fourteen (14) calendar days of receiving written notice from any JEA representative. Corrections not completed to JEA satisfaction within 14 days will be subject to liquidated damages in the amount of \$100.00 for each day until the issue is corrected.
- H. Customer complaints due to debris being left without permission will result in Liquidated Damages of \$500.00 per complaint.
- I. At no time will any personnel be allowed to work on private tree work during their scheduled lunch break or at any time during working hours (6:30 am - 5:00 pm).

Liquidated Damages of \$1,000.00 will be imposed for the first offense by an individual. A second offense will result in the individual no longer being permitted to work on the JEA system.

- J. Any truck not properly equipped with a working cell phone will incur Liquidated Damages of \$500.00 per truck/day while working on JEA's System.
- K. Contractor failure to notify JEA in writing, within 24 hours of any service disruptions will result in Liquidated Damages of \$500.00 per occurrence (such as Power, Water, Wastewater, CATV, and Phone).
- L. Customer complaints due to gates being left open, unlocked, or locks bypassed will result in liquidated damages of \$100.00 per complaint.

At JEA's option, Liquidated Damages may be deducted from any monies held by JEA, which are otherwise payable to the Contractor.