SCOPE OF WORK

The purpose of this solicitation is to select a company that can provide landscape and maintenance repair services for Pelotes Island. Work includes but is not limited to mowing, trimming, grading, and maintenance repair of the access road into Pelotes Island. These services must be performed in a safe manner, and the results must be aesthetically pleasing, as these facilities represent JEA to our customers. The specifications also ensure that the Company performs the maintenance activities with skilled personnel in a safe and professional manner adhering to all JEA, City, County and State regulations and requirements. The Work as described in **Appendix B – Response Workbook** will be performed, when required. Company shall provide all labor, supervision, materials, tools, personnel, equipment to accomplish tasks.

1. CODES AND STANDARDS

All Work done shall be executed in strict compliance with the applicable specifications, regulations, standards, and/or codes governed by bodies/agencies listed below:

- 1.1 NAA Pruning Standards for shade trees.
- 1.2 Local Tree and Landscape Ordinances.
- 1.3 National Electric Code (NEC).
- 1.4 National Electric Safety Code ANSI Z133.
- 1.5 Occupational Safety & Health Administration (OSHA).
- 1.6 Federal (EPA), State (FDEP) and Local Environmental Protection Agencies.
- 1.7 The Department of Agriculture.

2. GENERAL REQUIREMENTS

- 2.1. Company shall perform the work in strict environmental compliance with applicable standards, specifications, and regulations including Federal (EPA), State (FDEP) and Local Environmental Protection Agencies and the Department of Agriculture.
- 2.2. Company shall designate a "Quality Control Inspector" who will verify that all items reported as complete are in compliance with the quality standards set forth in these contract documents.
- 2.3. At the start of the contract, the Company shall furnish the JEA Contract Administrator with the phone number and email of the assigned Quality Control Inspector. This individual shall be available to respond to all JEA questions, concerns or inspections deficiencies. The Company shall provide the JEA Contract Administrator the revised phone number and email at least five (5) days prior to any change.
- 2.4. The Quality Control Inspector shall immediately report corrections to all complaints and inspection deficiencies to the JEA Contract Administrator, once completed.

- 2.5. Company must respond by phone or email to the JEA Contract Administrator's phone call within two (2) hours, Monday through Friday, 8:00 AM 5:00 PM. Twenty-four (24) hours during Holidays.
- 2.6. "Appendix B-The Response Workbook" is based on annual expected needs and is to be used as a guideline and is not a guarantee of work. JEA may take action to perform work in house and, thereby, reduce Company workload.
- 2.7. JEA reserves the right to add or delete facilities or services throughout the duration of the contract; pricing shall be negotiated consistent with Response pricing and with the solicitation requirements.
- 2.8. If caused by the Company, then, the Company shall be accountable for timely clean-up and remediation associated with any contaminant spills, accidental or otherwise, including, but not limited to chemicals, diesel fuel, gasoline, lubricants, cleaning fluids, or toxic chemicals at no additional charge to JEA.
- 2.9. Company shall secure and pay for all permits, which may be required to accomplish the specified work and shall conduct work in accordance with the permit requirements.
- 2.10. Within ten (10) calendar days of executed contract, the Company shall provide the JEA Contract Administrator a site specific written Work Plan. The plan shall include mowing schedules throughout the year, road access maintenance (repairs) schedules, number of employees to perform tasks and name of supervisor on duty.
- 2.11. The Company shall maintain a branch office located within the perimeter of the JEA Service Territory (Duval, Clay, Nassau, or St. John's counties) for the term of the contract.

3. DISPOSAL OF WASTE GENERATED DUE TO COMPANY WORK

- 3.1 Company must dispose of waste generated because of the contract at an officially permitted location.
- 3.2 JEA will not pay additional charges/fees for waste disposal; therefore, any fees and/or charges associated with this disposal should be included in the Response price of the work.
- 3.3 Company must provide estimated disposal tonnage and location of disposal at the request of Contract Administrator.

4. SITE CONDITIONS

- 4.1 Company shall prevent access by the public to materials, tools, and equipment during the course of the work.
- 4.2 All doors and gates shall be locked and secured at all times when unattended.
- 4.3 At each visit, Company shall be responsible for notifying JEA Security or JEA Contract Administrator immediately for any security breaches, suspicious personnel, vehicles, or any other suspicious activities.
- 4.4 Company shall be responsible for the daily securing and clean up of its equipment at the facility, after all work has been completed.

- 4.5 It is the policy of JEA to provide healthy, tobacco-free facilities for all employees and visitors. This policy prohibits the smoking of any tobacco product and the use of oral tobacco products, as well as e-cigarettes and it applies to employees, contractors and visitors. Company employees will not use tobacco products while on JEA property or in the course of performing work on behalf of JEA.
- 4.6 In general, the Company shall perform all work during daylight hours. For special operations, night work may be allowed if authorized in writing by the Contract Administrator although such work will be at no additional cost to JEA. No work shall be done when weather conditions limit visibility to less than 500 feet.

5. SAFETY

- 5.1 Company shall familiarize all employees with all fire and safety regulations recommended by OSHA and other industry or local governmental groups and maintain a safe working environment at all times. OSHA available at: https://www.osha.gov/
- 5.2 All Company personnel, including Supervisors who perform work on JEA property, must be JEA safety certified and adhere to JEA Safety and Training regulations prior to beginning actual work.
- 5.3 Company shall take all precautions to protect the safety of its employees and others. Work safety requirements shall comply with JEA Company Safe Work Practices Manual, available on-line at:
 - https://www.jea.com/About/Procurement/Become_a_Vendor/Contractor_Safety/Contractor_Safety_Manual.aspx
- 5.4 Company shall provide, and personnel must wear Personal Protective Equipment (PPE), as required at specific locations. PPE minimums include safety footwear, plastic hardhat (no metal), and safety glasses. Hearing protection is required while operating machinery or equipment (including saws) or other loud equipment. Footwear must have steel toecaps.
- 5.5 Company must comply with all future OSHA and JEA PPE requirements and training. In addition, the Company shall provide JEA with a copy of written proof of compliance within 48 hours of request by the JEA Contract Administrator or Safety representative.
- 5.6 Company shall be responsible for all damages to JEA property and personal injury caused by non-compliance with safety and training requirements.
- 5.7 All chemicals used must have labels along with the most current Safety Data Sheets and maintained in the Company truck with the chemical. The Safety Data Sheets shall be made available to the JEA Contract Administrator upon request.
- 5.8 Company shall exercise extreme care when working around energized lines or equipment to prevent accidents and interrupting service. If any such incident should result, the JEA Contract Administrator shall be immediately notified of the location of such incident or any incident.
- 5.9 Company shall ensure that all work crews consist of at least two (2) individuals. For Safety reasons, no Company employee is to work alone at a site.

5.10 JEA Contract Administrator shall have the authority to suspend work, wholly or in part, for such periods, as he/she deems necessary. These periods of suspension include adverse weather conditions, heavy traffic conditions due to special events, and other situations, which may cause a hazardous condition for motorists and/or pedestrians. The Contract Administrator will order such suspensions of work explaining the reasons for the suspension. Normal operations may resume when directed by JEA Contract Administrator or designated representative.

6. ADMINISTRATIVE COST AND PROFIT

- 6.1 The administrative costs, profit, transportation, fuel, rental equipment, and other indirect Company costs will not be permitted as separate billable costs. These costs should be included in the Response Price.
- 6.2 Travel costs and travel time will not be paid by JEA.
- 6.3 Unit prices shall include all labor expenses including, but not limited to, tools, supplies, meals, per diem, salaries, benefits, and consumables needed to perform the work.
- 6.4 There shall be no truck fee, trip fee, or fuel adjustment.

7. INVOICING

- 7.1 Company shall only bill for work completed and submit invoices no later than thirty (30) calendar days after the service is provided. See "Invoicing and Payment Terms" Section of enclosed "Solicitation Document" for details regarding additional liquidated damages for late submission of invoices.
- 7.2 Annotated on the Company's letterhead invoice (containing company name and address) will be the JEA work order number and the JEA purchase order number when provided. Included on the invoice will be the date, location of the service, service performed and charged amount, hours and hourly rate for service, total amount payable and detailed unit cost including unit types and quantities.
- 7.3 Invoice pricing shall agree with the Unit Prices stated in the Response workbook.
- 7.4 Company's purchase receipt shall be attached to the invoice in order to document the price paid for any parts and materials mark-up calculation.
- 7.5 Any invoice that omits the required information will be rejected and not paid until a corrected invoice is submitted.
- 7.6 A copy of the completed invoice must be submitted electronically to the JEA Contract Administrator simultaneously when submitting invoice (electronic or hard version) to JEA Accounts Payable.

8. COMPANY PERSONNEL

- 8.1 Company shall employ skilled labor capable of performing the kind of work assigned. Skilled workers shall have thorough knowledge of their craft, have experience in their respective fields, and have tools and equipment common to their trades.
- 8.2 Any worker employed by the Company who exhibits inadequate experience or is incapable in his/her duties shall be removed from the work site at the discretion of the JEA Contract Administrator.

- 8.3 Company shall maintain documentation verifying employee skills in the form of resumes or job applications which will document employees' ability in their duties. Documentation will be made available to the JEA Contract Administrator within two (2) days of request.
- 8.4 All Company personnel will attend necessary safety and supervisor classes required by JEA at no additional cost to JEA.
- 8.5 All services rendered shall be by uniformed employees (company identified shirts) of the Company. Shirts with offensive logos or messages, ripped jeans, shorts, Capri pants, cut-offs, tennis shoes, and sleeveless shirts are not acceptable.
- 8.6 Company shall complete a Seven (7) Year Background Check for each employee assigned to work at any JEA site at no additional cost to JEA. Each background check shall be performed through First Coast Security through which JEA has obtained pricing of \$70.00 per background check. In the event of a price increase, JEA will either pay the surplus amount in excess of \$70.00 per background check, or at its discretion, source an alternative provider to complete the Seven (7) Year Background Check for an amount not to exceed \$70.00.
- 8.7 First Coast Security shall review each background check for "Meets Requirements/Does Not Meet Requirements" determinations based on Florida statutes. Any Company employee with a "Does Not Meet" determination shall be disqualified for JEA service.
- 8.8 Assigned Company personnel shall be issued JEA badges and access to non-occupied areas. This badging process may require mandatory training and may take up to two (2) weeks for approval. Badges must be visible at all times while on JEA Property.
 - 8.8.1 Company should allow two (2) weeks for background checks and badge processing.
 - 8.8.2 No sharing of JEA badges is allowed and no Company employee shall be granted access without his/her JEA badge.
 - 8.8.3 Should a Company employee's badge become inactive due to non- use for a period of ninety (90) or more days, the Company may be asked to provide an additional Seven (7) Year Background Check on that employee at no additional cost to JEA prior the reactivating the badge.
 - 8.8.4 The JEA Contract Administrator will be notified within twelve (12) hours of any worker, that resigns and immediately if an employee is dismissed for cause or if a badge is lost or stolen. Badges should be turned in to the JEA Contract Administrator.
- 8.9 Parking is the responsibility of the Company. Parking on JEA property may be approved at the sole discretion of the JEA Contract Administrator.
- 8.10 All vehicles must display Company identification and shall be moved when requested by the JEA Contract Administrator or Security Personnel.

8.11 The JEA Contract Administrator will be notified within six (6) hours of any workers that are dismissed or resign or if a badge is lost or stolen. Badges should be turned in to the JEA Contract Administrator.

9. TOOLS AND EQUIPMENT

- 9.1 Company personnel shall exercise good judgment regarding the tools used for each task. Any mechanical/electrical tool used shall be in accordance with proper safety procedures.
- 9.2 Company personnel shall avoid using mechanical/electrical tools that could cause rocks or other objects to be thrown around which could result in damage to facilities and equipment or injury.
- 9.3 Company 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.
- 9.4 Company shall furnish all the necessary equipment including hand tools and equipment. This will include all necessary safety and personnel protective equipment required by the JEA Safety Department.
- 9.5 Company's equipment shall be kept in neat appearance and in good operating condition at all times.
- 9.6 At each visit, the Company shall have adequate equipment to perform the Commercial Landscape work for JEA projects as specified in the technical specifications.

10. LANDSCAPING AND MAINTENANCE REPAIR SERVICES FOR PELOTES ISLAND

Pricing for this Section shall be submitted in the, Appendix B – Response Workbook. Tasks included and not limited to mowing of area, grading, and maintenance repair of access road into Pelotes Island.

- 10.1 Company is expected to mow approximately four (4) miles of roadway, either to the fence line or wood line, but not beyond the fence. This service shall be provided quarterly (4) times a year according to boundaries.
- 10.2 Edging, blowing and weeding is not required for this location.
- 10.3 Company is expected to provide maintenance (repairs) to access road into Pelotes Island, two (2) times per year.
- 10.4 Company must trim back all brush and limbs that may impede traffic along all areas that require access.
- 10.5 Company must grade roadway from entrance gate to private owner's residence, up to the bridge to the private resident's island (4 miles approximately).
- 10.6 Company must deliver and install eighteen (18) yards of Asphalt Milling into all potholes, washouts, or damaged areas twice a year. If more than 18 yards of material is needed, company must email quote to JEA Contract Administrator for approval.

11. TRASH AND DEBRIS REMOVAL

- 11.1 After each work assignment, all paved areas such as streets, driveways, parking lots and sidewalks shall be swept, vacuumed or blown clean of tree limbs/trunks, sand, grass clippings, trash, and debris resulting from the work.
- 11.2 A mechanical blower may be used to blow the leaves to a pick-up area but may not be used to blow leaves into the street or into storm drains or into non-JEA yards.
- 11.3 After each work assignment, all resulting trash and debris such as tree limbs and leaves, shall be completely removed from the area. This includes all areas within the boundaries of the JEA facility as well as the road right-of-way adjacent to the site, if the work resulted in debris.
- 11.4 This work is considered part of the work and shall be at no additional cost to JEA.

12. NOTIFICATION OF COMPLETED WORK AND REPORTING

- 12.1 Company needs to notify the JEA Contract Administrator when the work is completed.
- 12.2 After work has been completed, random inspections will be conducted by a JEA representative.
- 12.3 If the work was not completed to the satisfaction of the JEA Contract Administrator and according to the requirements within the Technical Specifications, he/she will email the Company indicating the work that needs to be corrected. The Company will correct the deficiency within twenty-four (24) hours at no additional charge to JEA.
- 12.4 Company shall provide reports of completed work via email to the JEA Contract Administrator. The report should be received no later than 08:30 AM on the day after the work is performed (excluding weekends and JEA holidays).
- 12.5 The Company shall report any discovered facility deficiencies (broken fences, gates, locks, etc.) to the JEA Contract Administrator in the Completed Work Report.

13. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

- 13.1 Company shall use extreme care to protect site amenities, windows, existing objects, structures, landscaping and vehicles on or around the job site.
- 13.2 In the event of damage due to Contractors work, Contractor shall immediately contact JEA Contract Administrator by email or phone to inform the extent of damages and a remedial plan.
- 13.3 Company shall make all repairs, replacements to damaged materials at the approval of JEA Contract Administrator at Company's expense.

14. VENDOR PERFORMANCE EVALUATION

14.1 JEA shall utilize Vendor Performance Evaluation Scorecards as described in "Solicitation Document" and in "Appendix C – Vendor Performance Scorecard" to monitor Company performance.

JEA requires a minimum performance level. For any performance below the minimum, remedial action will be required to improve Company's performance level, or the company

may be in default of its contract. For specific details of this process, review the Vendor Performance Evaluation section of the "Solicitation Document."