

**REQUEST FOR QUOTE (RFQ) 79163  
For Participation in**

**WELL MITIGATION SERVICES**

for



**Jacksonville, FL**

**JEA REQUEST FOR QUOTE NUMBER: 79163**

**BID DUE DATE: September 14, 2015**

**BID DUE TIME: 12:00 NOON**

**BID DELIVERED VIA E-MAIL TO: [MOOREA@JEA.COM](mailto:MOOREA@JEA.COM)**

**Questions before Bids submittal:**

All questions regarding the Request For Quote must be submitted **via e-mail** to the JEA Procurement Agent and Project Manager, **at least (5) five business days** prior to the bid **due date**. Your **(5) five business days ends September 8, 2015, at 05:00 PM.**

**For Procurement Related Questions:**  
**Procurement Agent:** ELIZABETH MOORE  
Email: [Moorea@jea.com](mailto:Moorea@jea.com)

**For Technical Questions:**  
**Project Manager:** DANIEL TURNER  
E-mail: [TURNDE@jea.com](mailto:TURNDE@jea.com)

# SOLICITATION

## 1. SOLICITATION

### 1.1. SCOPE, BACKGROUND AND INVITATION

#### 1.1.1. SCOPE OF WORK

Contractor will provide supervision, labor, equipment, material and tools necessary to inspect, repair, replace or install water pumping systems limited to piping, pressure tanks, and electrical service and equipment that is directly associated with the mitigation of an impacted (Artesian) deep well up to, and including six inches in diameter.

#### 1.1.3. QUESTIONS

All questions must be submitted in writing to the JEA Buyer listed below at least (5) five business days prior to the opening date. Questions received within (5) five business days prior to the opening date will not be answered.

For Procurement Related Questions:

Buyer: ELIZABETH ELLIS-MOORE

E-mail: [MOOREA@JEA.COM](mailto:MOOREA@JEA.COM)

For Technical Questions:

Contact: DANNY TURNER

E-mail: [TURNDE@JEA.COM](mailto:TURNDE@JEA.COM)

#### 1.1.4. INVITATION--INVITATION TO BID

You are invited to bid on the Solicitation noted below:

**Bid Title:** WELL MITIGATION SERVICES

**JEA Solicitation Number:** RFQ 79163

To obtain more information about this Solicitation Download a copy of the Solicitation, PDF quality drawings (if applicable) and any required forms at [www.jea.com](http://www.jea.com).

**Bid Due Time:** 12:00 P.M. - ALL LATE BIDS WILL BE RETURNED UNOPENED

**Bid Due Date:** SEPTEMBER 14, 2015

All Bids must reference the Bid Title and JEA Solicitation Number noted above. All Bids must be made on the appropriate Bid forms as specified within this Solicitation and emailed to Elizabeth Ellis-Moore at [Moorea@jea.com](mailto:Moorea@jea.com). The Bidder shall be solely responsible for delivery of its Bid. Reliance upon mail or public carriers is at the Bidder's risk. Bids are due by the time and on the date listed above. **ALL LATE BIDS WILL BE RETURNED UNOPENED.**

## 1.2. SPECIAL INSTRUCTIONS

### 1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION

Company shall have the following minimum qualifications to be considered eligible for submission. **A Minimum Qualification which is required to be submitted with the Bid Form is provided in Appendix B of this Solicitation.** It is the responsibility of the Company to ensure and certify that it meets the minimum qualifications stated below. A Company not meeting all of the following criteria will not have their Bid/Proposal submissions considered for Award:

1. Bidders must have at least 5 years experience drilling wells, installing pump systems, and repairing pump systems.
2. Bidders must have a State of Florida Well Drilling license.

### **1.2.2. SAFETY QUALIFICATION REQUIREMENTS**

Company shall be approved as JEA Safety Qualified within ten (10) business days of receiving written notice from the JEA Bid Office that it is the lowest responsive and responsible Bidder. If the Company fails to obtain JEA approval as a JEA Safety Qualified Company by 4:00 p.m. Eastern Time on the 10th business day, JEA will reject the Company's Bid, and proceed to Award to the next lowest responsive and responsible Bidder (Company).

JEA Safety Qualification information is available online at [jea.com](http://jea.com). Please note that it may take up to five (5) business days for a Company to be approved as JEA Safety Qualified. It is the Company's responsibility to ensure it is JEA Safety Qualified

**THE COMPANY'S RESPONSIBILITY TO ENSURE IT IS JEA SAFETY PREQUALIFIED. A LIST OF SAFETY PREQUALIFIED VENDORS CAN BE FOUND ON JEA.COM. FOR MORE INFORMATION OR TO VERIFY IF BIDDER'S COMPANY IS SAFETY PREQUALIFIED, CONTACT JERRY FULOP AT (904) 665-5810 and e-mail: [FULOJE@JEA.COM](mailto:FULOJE@JEA.COM)**

### **1.2.2.1 EVALUATION METHODOLOGY**

#### **1.2.2.2. BASIS OF AWARD - LOWEST BID**

JEA will Award this Contract to the responsive and responsible Bidder whose Bid meets or exceeds the minimum qualifications set forth in this Solicitation and the Bidder's price represents the lowest cost to JEA.

### **1.2.3. COMPETITIVE SEALED BIDDING (INVITATION FOR BIDS)**

The Bidder shall submit its sealed Bid in response to this Solicitation no later than the Bid due date and time indicated herein. At the public opening of the Bids, the Bids from all Bidders will be publicly announced. After the public opening, JEA will subsequently review Bids to determine if they meet the minimum qualifications as stated in this Solicitation. JEA will Award the Contract to the lowest responsive and responsible Bidder whose Bid meets or exceeds the minimum qualifications, and whose Bid Price represents the lowest cost to JEA.

**NO EXCEPTIONS ARE ALLOWED IN AN INVITATION TO BID. IF THE BIDDER OBJECTS IN ANY MANNER TO THE TERMS AND CONDITIONS OR TECHNICAL SPECIFICATIONS, THE OBJECTION MUST BE ADDRESSED IN WRITING FIVE (5) BUSINESS DAYS PRIOR TO THE BID OPENING DATE, AND THE OBJECTION MAY BE ADDRESSED IN AN ADDENDUM IF JEA BELIEVES THAT A CLARIFICATION OR CHANGE IS NECESSARY. ANY MODIFICATIONS, EXCEPTIONS OR OBJECTIONS STATED WITHIN THE BID DOCUMENT SHALL SUBJECT THE BID TO BE REJECTED.**

### **1.2.4. NUMBER OF CONTRACTS TO BE AWARDED**

JEA intends to Award ONE (1) Contract(s) for this Work. JEA reserves the right to Award more than one Contract, based on certain groupings of items, which JEA may revise or reorganize, or JEA may exclude line items if in its best interest.

#### **1.2.4.1. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS**

### **1.2.5. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM**

For the performance of the Work herein, the Company is not required, but is encouraged, to utilize the services of JSEB qualified firms, as addressed by the City of Jacksonville's JSEB program. If the Company uses a JSEB qualified firm for the performance of any part of this Work, the Company shall submit to JEA, with its Invoice, a listing of JSEB qualified firms that have participated in the Work. Such listing shall be made using the form "Monthly Report for COJ/JEA JSEB Participation" available at [www.jea.com](http://www.jea.com). All questions and correspondence concerning the JSEB program should be addressed to: JSEB Coordinator, JEA, 21 W. Church Street CC-6, Jacksonville, FL 32202.

### **1.2.6. REQUIRED FORMS TO SUBMIT WITH BID**

To submit a Bid in response to this Solicitation, all of the forms listed below must be completed and submitted as

part of the Bid. The Bidder must obtain the required forms, other than the Bid Form and the Minimum Qualification Form which is attached, by downloading them from JEA.com. If the Bidder fails to complete or fails to submit one or more of the required forms, the Bid shall be rejected.

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

3. Bid Form (including all acknowledgements of addenda) - This form can be found in Appendix B.
4. Minimum Qualifications Form - This form can be found in Appendix B. State of Florida Well Drilling License
5. Florida Trench Safety Act Acknowledgment (This form can be found on [https://www.jea.com/About/Procurement/Informal\\_Procurement\\_Opportunities/Bid\\_Forms](https://www.jea.com/About/Procurement/Informal_Procurement_Opportunities/Bid_Forms))
6. Construction and Demolition Debris Disposal (if applicable) This form can be found on [https://www.jea.com/About/Procurement/Informal\\_Procurement\\_Opportunities/Bid\\_Forms](https://www.jea.com/About/Procurement/Informal_Procurement_Opportunities/Bid_Forms))
7. List of Subcontractors/Shop Fabricators (if applicable) This form can be found on [https://www.jea.com/About/Procurement/Informal\\_Procurement\\_Opportunities/Bid\\_Forms](https://www.jea.com/About/Procurement/Informal_Procurement_Opportunities/Bid_Forms))
8. List of JSEB Certified Firms (if applicable) This form can be found on [https://www.jea.com/About/Procurement/Informal\\_Procurement\\_Opportunities/Bid\\_Forms](https://www.jea.com/About/Procurement/Informal_Procurement_Opportunities/Bid_Forms))

If the above listed forms are not submitted with the Bid by the Bid Due Time on the Bid Due Date, JEA shall reject the Bid.

**JEA also requests the following documents to be submitted prior to execution of the Contract to the bidder that meets Minimum Qualifications and lowest price.** The Bid will not be rejected if these forms are not submitted at the Bid Due Time and Date. However, failure to submit these documents at the time of Contract execution could result in Bid rejection.

Conflict of Interest Certificate Form

Insurance Certificate

W-9

Evidence of registration with the State of Florida Department of Corporations

([www.sunbiz.org](http://www.sunbiz.org)) Any technical submittals as required by the Technical Specifications.

### **1.3. GENERAL INSTRUCTIONS**

#### **1.3.1. ADDENDA**

JEA may issue Addenda prior to the opening date to change or clarify the intent of the Solicitation. The Company shall be responsible for ensuring it has received all Addenda prior to submitting its Bid or Proposal and shall acknowledge receipt of all Addenda by indicating where requested on the Bid Form. JEA will post all Addenda when issued online at [www.jea.com](http://www.jea.com). Companies must obtain Addenda from the JEA website. All Addenda will become part of the Solicitation and any resulting Contract Documents. It is the responsibility of each Company to ensure it has received and incorporated all Addenda into its Bid or Proposal. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Bid or Proposal.

#### **1.3.2. CONFLICT OF INTEREST**

Pursuant to Florida Statute Sec. 287.057, a person or company who receives a contract which was not procured pursuant to public bidding procedures to perform a feasibility study, or who participated in the drafting of an invitation to bid or request for proposals, or who developed a program for future implementation shall not be eligible to contract with JEA for any other contracts dealing with that specific subject matter.

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

#### **1.3.3. CONTRACT EXECUTION AND START OF WORK**

Within thirty (30) days from the date of Award, JEA will present the successful Company with the Contract

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

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

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

#### **1.3.4. DEFINED TERMS**

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

#### **1.3.5. EX PARTE COMMUNICATION**

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between a firm submitting a Bid or Proposal and a JEA representative during the time in which the Solicitation is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of Solicitation in which a Bidder becomes privy to information not available to the other Bidders. Social contact between Bidders and JEA Representatives should be kept to an absolute minimum during the solicitation process.

Failure to adhere to this policy will disqualify the noncompliant Company's Bid or Proposal. Any questions or clarifications concerning a Solicitation must be sent in writing via email to the JEA Buyer at least five (5) business days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Bidders.

For more information on Ex Parte communications, see JEA Procurement Code, Section 2-103, which is available at [www.jea.com](http://www.jea.com).

#### **1.3.6. JEA PUBLICATIONS**

Applicable JEA publications are available at [www.jea.com](http://www.jea.com).

#### **1.3.7. PROHIBITION AGAINST CONTINGENT FEES**

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Company, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any

person, company, corporation, individual or firm, other than a bona fide employee working solely for the Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. If a breach or violation of these provisions occurs, JEA shall have the right to terminate the Contract without liability, and at its discretion deduct from the Contract Price the costs associated with the termination, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

#### **1.3.8. RESERVATIONS OF RIGHTS TO JEA**

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

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

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

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

JEA reserves the right to cancel or change the date and time announced for opening of Bids or Proposals at any time prior to the time announced for the opening of Bids or Proposals. JEA may Award the Contract in whole or in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom Solicitations were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

### **1.3.9. ESTIMATED QUANTITIES**

On the Bid Document, JEA sets forth anticipated quantities, or estimates of anticipated purchase volumes by JEA. JEA anticipates that these quantities are reasonable and will not be exceeded. During the Bid process, if the Bidder finds any discrepancy greater than 10% of the estimated quantity, the Bidder shall notify the JEA Representative in writing of the discrepancy. JEA will check the estimated quantity and if it is found to exceed 10% of the estimated quantity, JEA will issue an Addendum to all Bidders.

After Award of the Contract, JEA will make payments upon the actual quantities of Work provided and JEA shall not be obligated, in any way, to pay any amounts for quantities other than those actually provided and authorized under this Contract, regardless of amount stated in the Solicitation. In the event that quantities or scope of work change after Award, the changes to price and/or scope shall be made in accordance with the terms and conditions stated in the Contract Document.

Any item not shown on the Bid Document, but shown in the drawings or Technical Specifications section, that is required to perform the Work, or that is required as part of a complete and operable system, shall be included in the Bid Price.

### **1.3.10. ETHICS (IFB)**

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

The Bidder shall submit only one Bid in response to this Solicitation. If JEA has reasonable cause to believe the Bidder has submitted more than one Bid for the same Work, other than as a Subcontractor or subsupplier, JEA may disqualify the Bid and may pursue debarment actions.

The Bidder shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Bid by completing and submitting the Conflict of Interest Certificate. Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Bid. If JEA has reason to believe that collusion exists among the Bidders, JEA will reject any and all Bids from the suspected Bidders and will proceed to debar Bidder from future JEA Awards in accordance with the JEA Purchasing Code.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees, or in which a JEA officer or employee has a financial interest. JEA will reject any and all Bids from JEA officers or employees, as well as, any and all Bids in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA will reject Bids from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Bidder listed on the Convicted Vendor list for any transaction exceeding \$10,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

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

It is unlawful for any JEA employee who ends their employment, either through termination or retirement, to be hired by a vendor under contract to JEA to work on an existing project in which they participated personally and substantially during the time of their employment at JEA.

#### **1.3.11. MATHEMATICAL ERRORS**

In the event of mathematical errors in the prices entered on the Bid Form or in the addition or subtraction of a total for any Bid Price, the Unit Prices will prevail. The corrected Bid Price utilizing the Unit Prices will be used to determine if the Company is Awarded the Work or the Services, the Unit Prices will be used throughout the term of the Contract.

#### **1.3.12. MODIFICATION OR WITHDRAWAL OF BIDS**

The Bidder may modify or withdraw its Bid at any time prior to the Bid Due Date and Time by giving written notice to JEA's Chief Purchasing Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Bid Due Date and Time. The Bidder shall not modify or withdraw its Bid from time of Bid opening and for a period of 90 days following the opening of Bids.

#### **1.3.13. AVAILABILITY OF BIDS AFTER BID OPENING**

In accordance with the Florida Public Records Law, Florida Statute Section 119, copies of all Bids are available for public inspection thirty (30) days after the opening of Bids or on the date of Award announcement, whichever is earlier. Bidders may review opened Bids once they are available for public inspection by contacting the designated Buyer to arrange a mutually convenient time for such review at the JEA offices. JEA will post a summary of Bid opening results on [www.jea.com](http://www.jea.com).

#### **1.3.14. PROTEST OF BIDDING AND AWARD PROCESS**

Companies shall file any protests regarding this solicitation in writing, in accordance with the JEA Purchasing Code, as amended from time to time. Copies of the JEA Purchasing Code are available online at [www.jea.com](http://www.jea.com).

#### **1.3.15. SHIPPING, FREIGHT, AND TRAVEL--F.O.B. DESTINATION**

The Bidder shall include the price for travel, shipment of materials and equipment in its pricing shown on the Bid Document unless otherwise stated on the Bid Document.

If the Solicitation allows for travel expenses to be billed separately, then all Company's travel expenses will be reimbursed in accordance with JEA's Contractor Travel Policy.

#### **1.3.16. SUBMITTING THE BID FORM**

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

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

#### **1.3.17. CALCULATION OF THE BID PRICE**

JEA will use the Bidder's base bid when making price comparisons for Award purposes

#### **1.3.18. CERTIFICATION AND REPRESENTATIONS OF THE BIDDER**

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

A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of this Solicitation prior to submitting its Bid. Where the Bidder visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Bidder shall comply with all safety requirements described in the Solicitation and shall be prepared to show proof of a minimum of \$1 million of general liability insurance

B. That every aspect of its submitted Bid, including the Bid Price and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or

representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

C. That the individual signing the Bid Document is a duly authorized agent or officer of the firm. Bids submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the bid, satisfactory evidence of authority to sign may be requested by JEA. If the bid is submitted by a partnership, the bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the bid, satisfactory evidence of authority to sign may be requested by JEA. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of contract execution.

D. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to contractor's license and occupational licenses necessary to perform the Work. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify JEA of status change.

E. That Bidder has read, understands and will comply with the Section entitled Ethics of these instructions to bidders.

### **1.3.19. COMPLETING THE BID DOCUMENTS**

Bidders shall complete and submit the enclosed Bid Document with responses typewritten or written in ink. ALL BIDS SUBMITTED LATE TO THE JEA BID OFFICE WILL BE REJECTED.

When a blank is marked "optional" on the bid form, the Bidder shall insert the words "No Bid" in the space provided if the Bidder does not choose to submit a price for that item. Failure to complete each blank with either a price or the words "No Bid" may disqualify the Bid. The Bidder, or its authorized agent or officer of the firm, shall sign the Bid Document. Failure to sign the Bid Document may disqualify the Bid. JEA-approved erasures, interlineations or

other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Bid. Failure to authenticate changes may disqualify the Bid. JEA may disqualify any Bids that deviate from the requirements of this Solicitation, and those that include unapproved exceptions, amendments, or erasures.

## **2. CONTRACT TERMS AND CONDITIONS**

### **2.1. CONTRACT DOCUMENT AND TERMS AND CONDITIONS**

Provided below are the Contract terms and conditions that will be incorporated by reference in the Contract Document executed by the Company and JEA. The Contract Document will incorporate by reference the terms contained in the Solicitation portion of this document provided in Section 1, the Contract Terms provided in Section 2; and the Technical Specifications provided in Section 3. An example of the Contract that the Company will be required to execute is available for review at [www.jea.com](http://www.jea.com).

### **2.2. DEFINITIONS**

#### **2.2.1. DEFINITIONS**

Words and terms defined in this section shall have the same meaning throughout all parts of the Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" part may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in the Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

#### **2.2.2. ACCEPTANCE**

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance is only applicable to the entirety of Work as specified in the Contract. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

#### **2.2.3. ADDENDUM/ADDENDA**



A change or changes to the Solicitation or RFP issued in writing by the JEA Procurement Department and incorporated into the Solicitation or RFP and Contract Documents.

#### **2.2.4. ANNIVERSARY DATE**

The twelve (12) month period beginning on the date of the Contract Award, and each subsequent 12 month period that the Contract is in effect.

#### **2.2.5. AWARD**

The written approval of the JEA Awards Committee that the procurement process for the purchase of the Work was in accordance with the JEA Procurement Code and Florida Statutes. Once an Award is approved, JEA will either issue a Purchase Order or execute a Contract with the successful bidder or proposer.

#### **2.2.6. BID DOCUMENT**

The forms required to be submitted to JEA as the Company's offer to perform the Work or Services described herein. The Bid Document can include, but is not limited to, the Bid Form, Minimum Qualifications Form, certifications and/or other required submittals. The Bid Document may also be referred to as the "Bid Form".

#### **2.2.7. BID OR PROPOSAL**

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

#### **2.2.8. BID PRICE**

The total dollar amount of the Bidder's offer including, but not limited to, all labor, materials, overheads, profits, bonding and insurance premiums, other expenses, and any and all other cost items incurred by the Bidder in successfully performing the Work or Services in accordance with the Contract Documents.

#### **2.2.9. BID SECTION**

The office located at 21 West Church Street, Jacksonville, FL, on the first floor of the JEA Tower building, and where Bids or Proposals are administered and received.

#### **2.2.10. BIDDER OR PROPOSER**

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

#### **2.2.11. CHANGE ORDER**

A written order issued by the JEA Procurement Department after execution of the Contract to the Company signed by the Contract Administrator or his designated representative and authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order resolves all issues related to price and time for the work included in the Change Order.

#### **2.2.12. COMPANY**

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Contractor and Company shall be considered synonymous for the purpose of the Contract.

#### **2.2.13. COMPANY REPRESENTATIVE**

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

#### **2.2.14. COMPANY SUPERVISOR**

The individual, employed or contracted by the Company, to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Company Supervisor may be authorized by the Company Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Contract Administrator and shall clearly state the limitations of any such authorization. In the event that the Company Supervisor and the Company Representative is the same person, the Company shall notify the Contract Administrator of such situation.

#### **2.2.15. CONTRACT**

The agreement between the Company and JEA as evidenced by this Contract including Exhibits. The Contract may also be referred to as Agreement.

#### **2.2.16. CONTRACT ADMINISTRATOR**

The individual assigned by JEA to have authority over the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

#### **2.2.17. CONTRACT DOCUMENTS**

Contract Documents, also referred to as the "Contract" or "Agreement" means the executed Contract Document and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

#### **2.2.18. CONTRACT PRICE**

The total amount payable to the Company under the Contract, as set forth in the Contract Documents.

#### **2.2.19. CONTRACT TIME (MAINTENANCE)**

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

#### **2.2.20. CONTRACTOR**

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Contractor" is used it shall also include permitted assigns. Contractor and Company shall be considered synonymous for the purpose of the Contract.

#### **2.2.21. DEFECT**

Work that fails to meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

#### **2.2.22. FINAL COMPLETION**

The point in time after JEA makes the determination that the Work is completed and there is Acceptance by JEA, and the Company has fulfilled all requirements of the Contract Documents.

#### **2.2.23. HOLIDAYS**

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

#### **2.2.24. INVOICE**

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

#### **2.2.25. JEA**

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power and Light Company (FPL). JEA and FPL are co-owners of SJRPP.

#### **2.2.26. JEA REPRESENTATIVES**

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

#### **2.2.27. PURCHASE ORDER (PO)**

A Work authorization document issued by the JEA Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized JEA signature and stating the amount of lawfully authorized funds. Purchase Orders are the only documents that authorize changes to the total amount authorized on the Contract.

#### **2.2.28. QUALITY ASSURANCE**

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

#### **2.2.29. QUALITY CONTROL**

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

#### **2.2.30. SOLICITATION**

The document (which may be electronic) issued by the JEA Procurement Department to solicit Bids or Proposals from Bidders that includes, but is not limited to, the Bid Document, samples of documents and Addenda.

#### **2.2.31. SUBCONTRACTOR**

A provider of services performing Work under contract for the Company.

#### **2.2.32. TASK ORDER**

A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents. A Task Order may be issued as an attachment to a Purchase Order, but the Task Order is neither a Purchase Order, nor a Notice to Proceed.

#### **2.2.33. TERM**

The period of time during which the Contract is in force, from the date of Purchase Order issuance to Final Completion, or termination. In some cases, and as expressly stated, some of the Contract requirements may extend beyond the Term of the Contract.

#### **2.2.34. UNIT PRICES**

The Bidder's charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work as defined on the Bid Documents for all items required for successfully performing the Work through Acceptance.

#### **2.2.35. WORK LOCATION (DEFINITION)**

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

#### **2.2.36. WORK OR SCOPE OF SERVICES**

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities

that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

## **2.3. CONTRACT DOCUMENTS**

### **2.3.1. ORDER OF PRECEDENCE**

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

- Executed Change Orders / Amendments
- Executed Contract Document
- General Conditions of Contract Purchase Order
- Drawings
- Exhibits and Attachments
- Technical Specifications
- Bid Documents, including all addenda
- References

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern

over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

## **2.4. PRICE AND PAYMENTS**

### **2.4.1. PAYMENTS**

#### **2.4.1.1. PAYMENT METHOD - UPON DELIVERY AND INVOICE**

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

### **2.4.2. JSEB COMPLIANCE**

#### **2.4.2.1. JSEB - INVOICING AND PAYMENT**

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the Company shall Invoice for and report the use of JSEB certified firms according to the format and guidelines established by the City of Jacksonville.

### **2.4.3. COST SAVINGS PLAN**

During the term of this Contract, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Work provided by the Company. JEA and Company may negotiate Amendments to this Contract that support and allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings plan shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a Cost Savings Plan.

### **2.4.4. INVOICING AND PAYMENT TERMS**

The Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to following address:

JEA Accounts Payable

P.O. Box 4910

Jacksonville, FL 32201-4310

JEA will pay the Company the amount requested within 30 calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within 20 calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within 10 days.

JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within 10 days of determination or written notice.

#### **2.4.5. OFFSETS**

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

#### **2.4.6. TAXES**

JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

#### **2.4.7. TRUTH IN NEGOTIATION CERTIFICATE**

Company understands and agrees that execution of the Contract by Company shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from the Contract, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, Company hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further, Company agrees that the compensation hereunder shall be adjusted to exclude any significant sums where JEA determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one year following the completion date of the Contract.

### **2.5. SCHEDULES, REPORTING REQUIREMENTS AND LIQUIDATED DAMAGES**

#### **2.5.1. REPORTING**

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

Where the reporting frequency is daily, reports shall be submitted by noon of the following workday. Where the reporting frequency is weekly, reports are due by Monday at noon, covering the prior workweek. Where Monday is a Holiday, the reports are due at noon on the next workday. Where reports are due monthly, reports are due by noon on the first business day of each month. Sample forms for reports may be included in the Contract Documents.

Where they are included they are to be used. Where they are not included, the Company shall provide a sample of its proposed report format for each report to the Contract Administrator at least one-week prior to its initial due date. The Contract Administrator will review and either approve or reject use of the report. Where proposed report is rejected, Company shall resubmit revised report formats, until Contract Administrator approves format. Reporting cycle shall begin upon PO date, or, if used, date of Notice to Proceed.

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

## **2.5.2. WORK SCHEDULES**

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

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

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

## **2.6. WARRANTIES AND REPRESENTATIONS**

### **2.6.1. WARRANTY (MAINTENANCE)**

The Company unconditionally warrants to JEA for a period of not less than two (2) year(s) from the date of JEA Acceptance, that all Work furnished under the Contract, including but not limited to, materials, equipment, workmanship, and intellectual property, including derivative works will be:

1. performed in a safe, professional and workman like manner; and
2. free from Defects in design, material, and workmanship; and
3. fit for the use and purpose specified or referred to in the Contract; and
4. suitable for any other use or purpose as represented in writing by the Company; and
5. in conformance with the Contract Documents; and
6. merchantable, new and of first-class quality.

The Company warrants that the Work shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards. If the Work fails to conform to such laws, rules, standards and regulations, JEA may return the Work for correction or replacement at the Company's expense, or return the Work at the Company's expense and terminate the Contract.

If the Company performs services that fail to conform to such standards and regulations the Company shall make the necessary corrections at Company's expense. JEA may correct services to comply with standards and regulations at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time upon notice by JEA.

If Work includes items covered under a manufacturer's or Subcontractor's warranty that exceeds the requirements stated herein, Company shall transfer such warranty to JEA. Such warranties, do not in any way limit the warranty provided by the Company to JEA.

If, within the warranty period, JEA determines that any of the supplies or goods are defective or exhibit signs of excess deterioration, the Company, at its own expense, shall repair, adjust, or replace the defective Work to the complete satisfaction of JEA. The Company shall pay all costs of removal, transportation, reinstallation, repair, and all other associated costs incurred in connection with correcting such Defects in the Work. The Company shall correct any Defects only at times designated by JEA. The Company shall extend the warranty period an additional 12 months for any portion of the Work that has undergone warranty repair or replacement, but in no case shall the maximum warranty be extended beyond thirty six (36) months.

JEA may repair or replace any defective Work at the Company's expense when the Company fails to correct the Defect within a reasonable time of receiving written notification of the Defect by JEA, when the Company is unable to respond in an emergency situation, or when necessary to prevent JEA from substantial financial loss. Where JEA makes repairs or replaces defective Work, JEA will issue the Company a written accounting and invoice of all such work to correct Defects.

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

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

## 2.7. INSURANCE, INDEMNITY AND RISK OF LOSS

### 2.7.1. INSURANCE

#### INSURANCE REQUIREMENTS

Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

##### Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

##### Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

##### Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit. Excess or Umbrella Liability

**(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability);** Insurance Limits: \$2,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by JEA.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

### 2.7.2. INDEMNIFICATION

#### 2.7.2.1. INDEMNIFICATION (JEA STANDARD)

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct

of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any

other indemnification provisions set forth elsewhere in this Contract. It is the intent of the parties that this indemnification shall be in accord with Section 725.06(2), Florida Statutes.

## **2.8. ACCEPTANCE**

### **2.8.1. DELAY IN ACCEPTANCE OR DELIVERY**

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

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

The Contract Administrator will make the determination when Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing, and after adequate time to ensure Work is performed in accordance with Contract Documents. JEA will reject any items delivered by Company that are not in accordance with the Contract, and shall not be deemed to have accepted any items until JEA has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the items has become

apparent. JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Acceptance by JEA, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

Items specifically required prior to Acceptance are: NONE.

## **2.9. TERM AND TERMINATION**

### **2.9.1. TERM**

#### **2.9.1.1. TERM OF CONTRACT-DEFINED DATES**

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

It is at JEA's sole option to renew the Agreement for an additional one year period (the "Renewal Term", together with the Initial Term, the "Term"). Please note, JEA typically does not renew.

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

#### **2.9.2. TERMINATION FOR CONVENIENCE**

JEA shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or those for which it becomes obligated prior to receiving JEA's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

#### **2.9.3. TERMINATION FOR DEFAULT**

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

The Company assigns or subcontracts the Work without prior written permission;



Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;  
A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);  
The Company makes an assignment for the benefit of creditors;  
The Company suspends the operation of a substantial portion of its business;  
The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;  
The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents.  
The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality.  
The Company breaches any of the representations or warranties;  
The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA;  
Any material change in the financial or business condition of the Company.

If, within five (5) days after service of such notice upon the Company, an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

Once Company is declared to be in default, JEA will charge the expense of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

## **2.10. PRELIMINARY MATTERS**

### **2.10.1. LICENSES**

The Company shall comply with all licensing, registration and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses, registrations and certifications as required for the performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

### **2.10.2. PRE-WORK MEETING AND PROGRESS MEETING**

The Contract Administrator may, at his or her discretion, request Pre-Work Meetings to be held prior to start of any Field Work. Such meeting(s) shall be attended by, but not limited to, the Company Representative and Company Supervisor. The Contract Administrator will notify the Company in writing of the meeting time and location at least two days prior to the meeting date. In addition, construction progress meetings will be held at a

frequency as determined by JEA, but shall not be more often than once per week. Such meeting(s) shall be attended by, but not limited to, the Company's project manager and Company's Supervisor.

### **2.10.3. WORK LOCATION**

Work shall be performed at the following location(s): WITHIN JEA SERVICE AREAS, PRIMARILY IN ST. JOHNS AND DUVAL COUNTIES

### **2.10.4. UNFORESEEN CONDITIONS**

The Company understands and agrees that it is its responsibility to conduct due diligence prior to the Work. Such due diligence includes, but is not limited to, verifying all Work conditions, measurements, dimensions and latent and patent obstructions, the accuracy of drawings, test results, inspections and other informational materials provided in the Contract Documents, and any other causes for existing or potential changes to the Work prior to initiating the Work. In the event that the Work must be changed due to the Company's failure to fulfill the above requirements,

the Company understands and agrees that it will be responsible for all costs associated with the changed condition.

In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed as stated herein in "Change in the Work". Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

## **2.11. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION**

### **2.11.1. CONFIDENTIALITY AND PUBLIC RECORD LAWS**

Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Contract that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Contract and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, or alliance companies on a "need to know" basis in connection with the Work, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Work to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a

reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate five (5) years after the expiration or termination of the Contract under which the Confidential Information was disclosed, unless the law requires a longer period.

The parties acknowledge that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". If a request is made to view such Confidential Information,

JEA will notify Company of such request and the date that such records will be released to the requester unless Company obtains a court order enjoining such disclosure. If the Company fails to obtain that court order enjoining disclosure, JEA will release the requested information on the date specified. Such release shall be deemed to be made with the Company's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property. In the event the Company breaches this Contract, then the Company hereby grants JEA a limited license to use the Confidential Information in any reasonable way in order to mitigate JEA's damages.

### **2.11.2. INTELLECTUAL PROPERTY**

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

If the Work contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Company shall secure for JEA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Company shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

Should JEA, or any third party obtaining such work product through JEA, use the Work or any part thereof for any purpose other than that which is specified herein, it shall be at JEA's sole risk.

The Company will, at its expense, defend all claims, actions or proceedings against JEA based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to JEA all costs, damages, charges, and expenses occasioned to JEA by reason thereof. JEA will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, JEA will provide the Company with available information, assistance and authority for the defense.

If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will forthwith either secure for JEA the right to continue using the Work or will, at the Company's expense, replace the infringing items with noninfringing Work or make modifications as necessary so that the Work no longer infringes.

The Company will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

### **2.11.3. PROPRIETARY INFORMATION**

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

### **2.11.4. PUBLICITY AND ADVERTISING**

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA. JEA is governed by the Florida Public Records Laws so all Contract Documents are available for public inspection. In addition, JEA is governed by Florida Sunshine Laws and as such, certain meetings are required to be open to the public.

## **2.12. LABOR**

### **2.12.1. NONDISCRIMINATION**

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

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

The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;

The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and

The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

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

### **2.12.2. LEGAL WORKFORCE**

Owner shall consider the employment, by Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the

Specifications and other Contract Documents.

### **2.12.3. COMPANY'S LABOR RELATIONS**

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

### **2.12.4. JEA WORKPLACE TOBACCO USE POLICY**

It is JEA's policy to maintain a healthy work environment and JEA's goal is to become a tobacco-free workplace. Therefore, JEA prohibits Company employees from using tobacco products while on JEA property or during the performance of JEA Work. JEA reserves the right to require Company to remove an employee who violates this policy from JEA property or JEA Work site upon notice from the JEA Representative.

## **2.13. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT**

### **2.13.1. COMPANY REPRESENTATIVES**

The Company shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Work under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

### **2.13.2. COMPANY REVIEW OF PROJECT REQUIREMENTS**

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

### **2.13.3. CONDITIONS OF PROVISIONING**

The Company understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by JEA.

Any use of JEA furnished items on non-JEA work is a breach of the Contract and a violation of the law. All JEA furnished items are the property of JEA when issued, stored by Company, and used in performance of the Work. The Company agrees that it shall use all JEA furnished items in a manner consistent with industry practice, codes,

laws, considering the condition of the JEA furnished item, the skills of the individuals using the JEA furnished item, and all environmental conditions. The Company understands and agrees that where JEA and the Company shall share JEA furnished items, JEA usage shall always have priority over Company usage, and the Contract Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Company.

The Company agrees to return to JEA, and to the location as established by a JEA Representative, any unused or salvageable items prior to final payment. The Company agrees that JEA has the right to audit and investigate the Company at any time how the Company is using JEA furnished items. JEA will bill the Company for unaccountable JEA furnished material at the current JEA cost.

#### **2.13.4. PERFORMANCE OF THE WORK**

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the acts required of it hereunder, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound. The Company warrants that all items provided under the Contract shall be free from Defect and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Work will meet the functional and performance requirements defined in the Contract.

#### **2.13.5. RETURNED OR UNUSED MATERIALS**

The Company agrees to take back for full credit or refund, excess JEA inventory covered under this agreement or items that may be added in the future. The Company shall identify stock items that are high demand/fast moving items and assume stock ownership so that JEA stocks only the level required for safety to cover reactive or emergency requirements.

#### **2.13.6. SAFETY AND PROTECTION PRECAUTIONS (CONSTRUCTION)**

The Contractor shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including, but not limited to, JEA's Contractor Safety Management Process (available at JEA.com), and orders of any public body having jurisdiction for the safety of persons or protection of property. The Contractor understands and agrees that violation of any provision of this clause is grounds for immediate termination of the Contract and the Contractor is responsible for all JEA damages associated with such termination.

The Contractor shall only use those Subcontractors who have met JEA Safety Prequalification requirements per the JEA Contractor Safety Management Process. The Contractor shall ensure that Subcontractors and their personnel have all the necessary personal protective equipment and training needed to perform Work safely.

The Contractor understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Contractor's Work to be unsafe or a risk to property, and to direct the Contractor to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Contractor understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Contractor further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Contractor of this responsibility.

The Contractor Representative, or alternatively, the Contractor Supervisor, shall be designated as the Contractor's individual responsible for the prevention of accidents.

The Contractor shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

#### **2.13.7. SHIPPING - FOB DESTINATION**

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

- Pack and mark the shipment to comply with the Contract specifications; or in the absence of specifications in the Contract Documents, prepare the shipment in conformance with carrier requirements;
- Prepare and distribute commercial bills of lading;
- Deliver the shipment in good order and condition to the point of delivery specified in the Contract;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by JEA Representative at the delivery point specified in the Contract;
- Be responsible for obtaining any permits required for transportation to the installation site;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified point of delivery.

### **2.13.8. STORM PREPAREDNESS**

In the event of a Hurricane Warning, Tropical Storm Warning, or other large storm affecting the Work Location, the Company shall secure, or shall remove and store all equipment and materials at the Work Location including, but not limited to, cones, barricades, lights and signs. The Company shall begin taking such precautions as necessary to secure the Work Location upon official issuance of mandatory evacuation of the area of the Work Location and no later than 24 hours prior to predicted arrival of tropical storm or hurricane force winds, or when notified by a JEA Representative to do so. These activities are considered a regular part of the Work, regardless of the frequency they are required.

### **2.13.9. WORKMANSHIP**

The Company shall perform all Work in a safe and professional manner, so as to render a neat and uniform appearance. The Company shall handle all material in such a way as to preserve its finish and protective coatings from damage. General arrangement shall be in accordance with JEA Distribution Construction Standards and shall be satisfactory to the Contract Administrator.

## **2.14. VENDOR PERFORMANCE EVALUATION**

### **2.14.1. RIGHT TO AUDIT AND FINANCIAL REPORTING**

Upon JEA's requests, the Company agrees to allow JEA to audit its financial and operating records for the purpose of determining Invoice accuracy, or otherwise assessing compliance with the Contract Documents. The Company agrees to let JEA personnel, or their qualified representative access the records at Company's office, with three days written notice, for a reasonable period, not less than five days, in a workspace suitable for the audit provided by Company. All audit work will be done on Company premises, and no Company documentation will be removed from Company offices. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are at the Company's offices and for a period of two weeks thereafter. The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five days after receipt of written request.

### **2.14.2. VENDOR PERFORMANCE**

#### **EVALUATION Use of Vendor Performance**

##### **Evaluation Scorecards**

JEA may evaluate the Contractor's performance using the evaluation criteria shown on the vendor scorecard available at JEA Procurement Bid Section, JEA Tower Suite 103, 21 W. Church Street, Jacksonville, FL 32202 or online at JEA.com. Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Contractor's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee or JEA contractor familiar with the performance of the Contractor. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Contractor's performance, JEA will consider the performance of the Contractor's Subcontractors and suppliers, as part of the Contractor's performance.

##### **Frequency of Evaluations**

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

##### **Unacceptable Performance**

If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Contractor is Unacceptable, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Contractor of such in a letter. The Contractor shall have 10 days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Contractor, the specific actions that the Contractor will take to bring the Contractor's performance up to at least Acceptable Performance.

Within 30 days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Contractor by letter as to whether its

performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Contractor's performance is described in the letter as meeting expectations, no further remedial action is required by the Contractor, as long as Contractor's performance continues to be Acceptable. If the Contractor's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Contractor shall have 15 days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the 15-day period, JEA will prepare a scorecard documenting the Contractor's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Contractor has made in its performance, or has failed to make. If the scorecard shows Contractor's performance is Acceptable, then no further remedial action is required by Contractor as long as Contractor's performance remains Acceptable. If the scorecard shows the Contractor's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Contractor from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Contractor of its obligations under the Contract, nor does it preclude an earlier termination. In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion. If the Contractor receives five or more letters of deficiency within any 12 month period, then JEA will prepare a scorecard describing the deficiencies and the Contractor's performance will be scored as Unacceptable.

### **Acceptable Performance**

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

### **Disputes**

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

### **Public Records**

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

## **2.15. MISCELLANEOUS PROVISIONS**

### **2.15.1. AMBIGUOUS CONTRACT PROVISIONS**

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract. The rule commonly known as "Fortius Contra Proferentum" will not be applied to this Contract or any interpretation thereof.

### **2.15.2. AMENDMENTS**

This Contract may not be altered or amended except in writing, signed by JEA Procurement and the Company Representative, or each of their duly authorized representatives.

### **2.15.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY**

The rights, obligations and remedies of the Parties as specified under the Agreement will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of

conflicts of laws thereof. Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving this Agreement or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

#### **2.15.4. CHANGE IN OWNERSHIP OF COMPANY**

The Company agrees to cause any entity that shall acquire ownership of Company to assume this Contract and all of Company's obligations hereunder.

#### **2.15.5. CHOICE OF LAW**

This Contract, and the rights and duties of the parties arising from or relating to this Contract or its subject matter, shall be construed in accordance with the laws of the State of Florida, and the ordinances of the City of Jacksonville without regard to its conflicts of laws provisions. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Florida, and further agree that the venue for any legal action brought by or files against JEA relating to any matter arising under this Contract shall be exclusively in that state or federal court, sitting in Duval County, Florida that has jurisdiction over such legal actions.

#### **2.15.6. CUMULATIVE REMEDIES**

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

#### **2.15.7. DELAYS**

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

#### **2.15.8. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

#### **2.15.9. EXPANDED DEFINITIONS**

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

#### **2.15.10. HEADINGS**

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

#### **2.15.11. INDEPENDENT CONTRACTOR**

Company is performing this Contract as an independent contractor and nothing in this Contract will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between JEA and Company. Neither Company nor JEA will be or become liable or bound by any representation, act, or omission of the other.

#### **2.15.12. LANGUAGE AND MEASUREMENTS**



All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

#### **2.15.13. MEETINGS AND PUBLIC HEARINGS**

The Company will, upon request by JEA, attend all meetings and public hearings as required, in any capacity, as directed by JEA.

#### **2.15.14. NEGOTIATED AGREEMENT**

Except as otherwise expressly provided, all provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in the Agreement shall not be construed against the party who physically prepared this Agreement. The rule commonly referred to as *Fortius Contra Proferentum* shall not be applied to this Agreement or any interpretation thereof.

#### **2.15.15. NONEXCLUSIVE**

Notwithstanding anything herein contained that may appear to be the contrary, this Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies.

#### **2.15.16. NONWAIVER**

Failure by either party to insist upon strict performance of any of the provisions of the Contract will not release either party from any of its obligations under the Contract.

#### **2.15.17. PUBLIC RECORDS AND SUNSHINE LAW**

The parties acknowledge that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". Bidders and Proposers should be aware that all submittals provided to JEA are subject to public disclosure and will not be afforded confidentiality unless clearly exempt by law. A Company claiming in good faith that its response contains information that is exempt from the Public Records Law shall clearly segregate and mark that information as confidential, and provide the specific statutory citation for such exemption. Be aware that the designation of an item as exempt from disclosure may be challenged in court by any person or entity. By the designation of material in a Bid or Proposal as exempt, the Bidder agrees to indemnify, hold harmless, and defend JEA and its employees and agents for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by JEA by reason of any claim or action related to the Bidder's designation of material as exempt.

#### **2.15.18. REFERENCES**

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

#### **2.15.19. RELATIONSHIP OF THE PARTIES**

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

#### **2.15.20. SEVERABILITY**

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall

continue in full force and effect. With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

#### **2.15.21. SUBCONTRACTING OR ASSIGNING OF CONTRACT**

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

In the event the Company obtains JEA approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

#### **2.15.22. SURVIVAL**

The obligations of JEA and the Company under this Contract that are not, by the express terms of this Contract, to be performed fully during the Term, shall survive the termination of this Contract.

#### **2.15.23. TIME AND DATE**

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

#### **2.15.24. TIME OF ESSENCE**

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

#### **2.15.25. TITLE TO MATERIALS FOUND**

JEA shall retain the title to water, mineral matter, timber and any other materials that the Company, or its Subcontractors, encounters during the excavation or other operations of the Work. The Company shall use or dispose of this material in accordance with the Contract or written instructions from the Contract Administrator. Any materials found in the excavation, or other operations of the Company, that are of archaeological or historical value shall be left in place. The Company shall immediately notify JEA of the find and shall take no further action until directed by JEA.

#### **2.15.26. USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE**

Where City of Jacksonville agencies' procurement codes allow use of JEA contracts, the Company agrees to extend any pricing and other contractual terms to such agencies.

#### **2.15.27. WAIVER OF CLAIMS**

A delay or omission by JEA hereto to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by JEA; nor any correction of faulty or defective work by JEA.

#### **2.15.28. FORCE MAJEURE**

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

### **3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK**

#### **3.1. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A)**

Technical Specifications and a Detailed Scope of Work are located in Appendix A of this document.

### **4. FORMS**

#### **4.1. FORMS (APPENDIX B)**

Forms required to be submitted with this solicitation are provided in Appendix B or can be obtained on the JEA website at [www.jea.com](http://www.jea.com).

**APPENDIX A**  
**TECHNICAL SPECIFICATIONS**  
**REQUEST FOR QUOTE (RFQ) 79163**  
**WELL MITIGATION SERVICES**

**1. General Scope of work**

Contractor will provide supervision, labor, equipment, material and tools necessary to inspect, repair, replace or install water pumping systems limited to piping, pressure tanks, electrical service and equipment that is directly associated with the mitigation of an impacted (Artesian) deep well up to, and including six inches in diameter.

**2. Location of Work**

All work is to be performed within the JEA service territory, primarily in St. Johns and Duval counties. Specific work tasks to take place at individual residents, light commercial and some farm applications.

**3. General Requirements:**

- Must have valid "State of Florida Well Drilling License".
- Residential and commercial pump and pressure tank installation, trouble shooting and repair.
- Electrical service installation, trouble shooting and repair.
- Contractor must have at least 5 years of experience drilling wells, installing pump systems and repairing pump systems.
- Contractor must have experience and equipment to perform free flowing well head pressure tests, aquifer test and measure water levels.
- Contractor must possess an active website and have the ability to send and receive complaints and updates via email.
- Contractor must maintain electronic customer history with the ability to sort files by name or address.
- Contractor will respond to well emergencies at the direction of JEA 365 days a year, 24 hours a day.
- Contractor will recheck work at no charge to JEA or the customer within 30 days from the date of the repair.
- Contractor will warranty parts and labor for one year from the date of repair (i.e. pump installation) as long as the customer has properly maintained the system according to JEA and the St. John's Water Management District requirements.
- Contractor shall notify JEA prior to performing any work on a well system that qualifies for well mitigation if the work is requested by a customer (i.e. customer history indicates JEA paid for pump installation and customer did not follow procedure and contact JEA, but instead called the contractor directly).
- Contractor will verify work performed by private contractor or customer at the direction of JEA when a customer requests reimbursement from JEA.

Well Contractor will provide superior customer service throughout the execution of the work, including normal business hours, after-hours, nights, weekends and holidays.

**APPENDIX A**  
**TECHNICAL SPECIFICATIONS**  
**REQUEST FOR QUOTE (RFQ) 79163**  
**WELL MITIGATION SERVICES**

At a minimum:

1. Contractor will submit a Customer Service Plan to the JEA well mitigation coordinator upon acceptance of contract. Contractor's Customer Service Plan shall include the name and office phone number, cell phone number, email address, direct connect number (if applicable) and fax number of contractor's Customer Service Representative (CSR), along with a detailed flow chart on how the Contractor will handle well mitigation concerns. The plan shall include the same information for the back-up customer service representative.
2. Contractor will respond in the same manner as received to both emergency and non-emergency well concerns within one (1) hour of receiving a request from the JEA representative. Contractor will contact the resident to schedule an appointment and follow up with the JEA project outreach coordinator. In the event that contractor fails to respond to JEA representative within 2 hours of initial notification of an Emergency call, contractor may be held responsible under Section 2.5.3 Liquidated Damages of this solicitation. In addition JEA reserves the right to hire a secondary well company to respond to any call that does not receive a response within the specified time limit
  - Non-emergency concerns will be scheduled within 5 business days
  - Emergency concerns will be responded to and resolved the same day of notification
  - JEA reserves the discretion to determine what constitutes an emergency concern. Generally, an emergency will consist of a well mitigation customer that is without water OR is experiencing significantly lower than normal water pressure.
3. Contractor's CSR or well technician shall contact the designated JEA project outreach coordinator for authorization on service calls exceeding \$700
4. Contractor's CSR or well technician shall notify customer if well is not eligible for coverage under the mitigation plan and follow up with JEA project outreach coordinator. In the event that the service call is not eligible for coverage under the mitigation plan, JEA shall pay contractor for a one (1) hour service call.
5. Contractor's CSR shall provide JEA project outreach coordinator with an update via email on the resolution of well concerns within three (3) business days after receiving notification of concern from JEA
6. Upon completion of the work, the contractor shall submit invoices to JEA Accounts Payable **within 10** business days.
7. Contractor's CSR shall immediately notify JEA Project Outreach (telephone 904-665-7500) of any service disruptions.
8. Contractor shall restore the landscaping of any properties disrupted by contractor within five (5) calendar days from the time the area was disrupted at no additional cost to JEA or the residence.
9. Contractor shall, at its own expense, repair any irrigation systems damaged by contractor's work within two (2) calendar days from the time the irrigation system sustained damaged.
10. Contractor shall repair, at its own expense, any asphalt and concrete damaged by the contractor within five (5) calendar days from the time the damage occurred.

**APPENDIX B**  
**Minimum Qualification Information**  
**For RFQ 79163 – WELL MITIGATION SERVICES**

**GENERAL**

The minimum qualifications shall be submitted in the format attached. The report shall be presented in the order described below. In order to be considered a qualified supplier by JEA you must meet all the criteria listed and be able to provide all the services listed in this specification.

The Bidder must complete **one (1) original** of the following information and any other information or attachments.

**BIDDER INFORMATION**

COMPANY NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

**MINIMUM QUALIFICATION REQUIRED PER SECTION 1.2.1 of this Solicitation:**

- Bidder must have at least 5 years experience drilling wells, installing pump systems, and repairing pump systems.
- Bidder must have an office located in Duval County

Number of Years Drilling Wells \_\_\_\_\_

Number of Years Installing Pump Systems \_\_\_\_\_

Number of Years Repairing Pump Systems \_\_\_\_\_

Address of Duval County Office \_\_\_\_\_

**APPENDIX B**  
**BID FORM FOR SOLICITATION RFQ 79163**  
**WELL MITIGATION SERVICES**  
**Bid Form Page 31 of 3**

Submit **an original and two copies** along with other required forms in a sealed envelope to:  
 JEA Procurement Dept., 21 W. Church St., Bid Section,  
 Tower Lobby, Suite 103, Jacksonville, FL 32202-3139.

Company Name : \_\_\_\_\_

Company's Address \_\_\_\_\_

License Number (if applicable) \_\_\_\_\_

Phone Number \_\_\_\_\_ FAX No: \_\_\_\_\_ EMAIL Address: \_\_\_\_\_

<u>BID SECURITY REQUIREMENTS</u> <input type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond renewals _____ % \$ _____	<u>TERM OF CONTRACT</u> <input type="checkbox"/> One Time Purchase <input checked="" type="checkbox"/> Annual Requirements—3yrs w/ 2 optional <input type="checkbox"/> Other, Specify _____
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<u>SAMPLE REQUIREMENTS</u> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	<u>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</u> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required \$ _____ % of Bid Award
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<u>QUANTITIES REQUIREMENTS</u> <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout Contract period and are subject to fluctuation in accordance with actual requirements	<u>INSURANCE</u> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Insurance required
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Quote the following materials **F.O.B.: Jacksonville, FL**

ITEM NO.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	QUANTITY	UNIT PRICE	TOTAL PRICE
1	WELL MITIGATION SERVICES  TOTAL Project Bid Price as listed on Page 2	N/A	N/A	\$ _____

**Bidder's Certification**

By submitting this bid, the bidder certifies that the bidder has read and reviewed all of the documents pertaining to this solicitation, that the person signing below is an authorized representative of the Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work.

We have received addenda _____ through _____	_____ Handwritten Signature of Authorized Officer of Firm or Agent    Date _____  _____ Printed Name and Title
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**BID FORM FOR SOLICITATION RFQ 79163  
WELL MITIGATION SERVICES  
Bid Form Page 2 of 3**

**NEW INSTALLATION SERVICES**

I. Estimated Annual Quantities  (EAQ)	II. Estimated Labor Hours per item	III. Labor Average Hourly Rate	IV. Total Labor Cost x II x III
A) Install new pump	EAQ 50		
B) Install new piping	EAQ 50		
C) Install new pump system	EAQ 50		
D) Install new pressure switches	EAQ 50		
E) Install new pressure tank	EAQ 50		
F) Install new electrical circuits (switches, breakers, boxes and wiring)	EAQ 50		
G) Drill new well at 500 feet	EAQ 7		
H) Investigate special applications	EAQ 5		
<b>New Installation Services Total Labor Cost \$</b> _____			<b>Sum A thru H</b>

V. Subcontractor Hours EAQ 50	VI. Subcontractor Average Hourly Rate Estimate Hours	VII. Subcontractor Markup % % _____
<b>New Installation Services Total Subcontractor Cost \$</b> _____		<b>V x VI x (1+VII)</b>

VIII. Material Estimated Value (Total Labor Cost) x 30% \$ _____	IX. Material Mark Up % _____
<b>New Installation Services Total Material Cost \$</b> _____	
<b>VIII x (1 + IX)</b>	

New Installation Services	<b>Total Cost</b>	\$ _____
<b>Total Labor Cost + Total Sub-Contractor Cost + Total Material Cost</b>		

Inspect and Repair Services	<b>Total Cost</b>	\$ _____
		Plus
New Installation Services	<b>Total Cost</b>	\$ _____
		Equals
<b>TOTAL PROJECT BID PRICE \$</b> _____		



**BID FORM FOR SOLICITATION RFQ 79163  
WELL MITIGATION SERVICES  
Bid Form Page 3 of 3**

**INSPECT AND REPAIR SERVICES**

I. Estimated Annual Quantities (EAQ)	II. Estimated Labor Hours per item	III. Labor Average Hourly Rate	IV. Total Labor Cost I x II x III
A) Repair existing pump EAQ 25		-	
B) Repair/Replace existing piping EAQ 25		-	
C) Relocate existing pumps EAQ 35		-	
D) Modify existing piping/pumping system EAQ 35		-	
E) Test and reset pressure switches and recharge pressure tank EAQ 35		-	
G) Test electrical circuits EAQ 35		-	
H) Repair/Replace electrical switches, breakers and boxes. EAQ 15		-	
I) Install casing liner at 100 feet EAQ 5		-	
J) Investigate special applications EAQ 5		-	
Inspect and Repair Services <b>Total Labor Cost</b> \$ _____			<b>Sum A thru J</b>

V. Subcontractor Hours EAQ 50	VI. Subcontractor Average Hourly Rate Estimate Hours	VII. Subcontractor Markup % % _____
Inspect and Repair Services <b>Total Subcontractor Cost</b> \$ _____		<b>V x VI x (1 + VII)</b>

VIII. Material Estimated Value (Total Labor Cost) x 30% \$ _____	IX. Material Mark Up % _____	
Inspect and Repair Services <b>Total Material Cost</b> \$ _____		<b>VIII x (1 + IX)</b>

Inspect and Repair Services		<b>Total Cost</b>	\$ _____
<b>Total Labor Cost = Total Sub-contractor Cost = Total Material</b>			

<b>EXAMPLE</b>			
<b>INSPECT AND REPAIR SERVICES</b>			
<b>I.</b> Estimated Annual Quantities (EAQ)	<b>II.</b> Estimated Labor Hours per item	<b>III.</b> Labor Average Hourly Rate	<b>IV.</b> Total Labor Cost I x II x III
A) Repair existing pump EAQ 25	3	18	1,350
B) Repair/ Replace existing piping EAQ 25	2	18	900
C) Relocate existing pumps EAQ 35	2	20	1,400
D) Modify existing piping/ pumping System EAQ 35	3	20	2,100
E) Test and reset pressure switches and recharge pressure tank EAQ 35	1.5	20	1,050
G) Test electrical circuits EAQ 35	1	20	700
H) Repair/Replace electrical switches, breakers and boxes. EAQ 15	1.5	15	337.50
I) Install casing liner EAQ 5	4	15	300
J) Investigate special applications EAQ 5	2	25	250
Inspect and Repair Services <b>Total Labor Cost</b>			<b>\$ 8,387.50</b> Sum A thru J

<b>V.</b> Subcontractor Hours EAQ 50	<b>VI.</b> Subcontractor Average Hourly Rate Estimate \$20.00	<b>VII.</b> Subcontractor Markup % %
Inspect and Repair Services <b>Total Subcontractor Cost</b>		<b>\$ 1,050</b> V x VI x (I+VII)

<b>VIII.</b> Material Estimated Value (Total Labor Cost) x 43% \$ 3,606.63	<b>IX.</b> Material Mark Up %	
Inspect and Repair Services <b>Total Material Cost</b>		<b>\$ 3,859.08</b> VIII x (1+IX)

Inspect and Repair Services <b>TOTAL COST</b>	<b>\$ 13,296.58</b> Total Labor Cost + Total Subcontractor Cost + Total Material Cost
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**EXAMPLE**

**NEW INSTALLATION SERVICES**

I. Estimated Annual Quantities (EAQ)	II. Estimated Labor Hours per Item	III. Labor Average Hourly Rate	IV. Total Labor Cost I x II x III
A) Install new pump EAQ 50	2	20	2,000
B) Install new piping EAQ 50	1	20	1,000
C) Install new pumping system EAQ 50	3	20	3,000
D) Install new pressure switches EAQ 50	1	18	900
E) Install new pressure tank EAQ 50	1	18	900
F) Install new electrical circuits (switches, breakers, boxes and wiring) EAQ 50	1	15	750
G) Drill new well EAQ 7	24	22	3,696
H) Investigate special applications EAQ 5	2	25	250

New Installation Services Total Labor Cost \$ **12,496.00**  
Sum A thru H

V. Subcontractor Hours EAQ 50	VI. Subcontractor Average Hourly Rate Estimate \$20.00	VII. Subcontractor Markup % % 4
New Installation Services Total Subcontractor Cost \$ <b>1,040</b> V x VI x (1+VII)		

VIII. Material Estimated Value (Total Labor Cost) x 43% \$ 5,373.28	IX. Material Mark Up % 7
New Installation Services Total Material Cost \$ <b>5,749.41</b> VIII x (1+IX)	

New Installation Services **TOTAL COST** \$ **19,295.41**  
Total Labor Cost + Total Subcontractor Cost + Total Material Cost

Inspect and Repair Services	<b>TOTAL COST</b>	\$ 13,295.59
	Plus	
New Installation Services	<b>TOTAL COST</b>	\$ 19,285.41
	Equals	
<b>TOTAL PROJECT BID PRICE \$ 32,582.00</b>		