

**SOLICITATION
FOR PARTICIPATION IN
PROVIDING DESLAGGING SERVICES FOR NORTHSIDE GENERATION STATION (NGS)
FOR
JEA
JACKSONVILLE, FL
SOLICITATION NUMBER 99474**

**THERE WILL BE AN OPTIONAL PREBID TELECONFERENCE
AUGUST 04, 2020, 9:00 A.M.**

PRE-BID TELECON DIAL IN: 1-866-705-2554 PARTICIPATION CODE: 878444

BIDS ARE DUE ON AUGUST 24TH, 2020 BY 4:00 PM BY EMAIL TO: LOVGRD@JEA.COM

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Primary Nature of Service Provided:	Location:	Customer:	Reference Name:	Reference
Phone Number:	25			
Email Address:				25
Project Value:.....				25
Description of Project:				25

Solicitation

1. REQUEST FOR BIDS

1.1. SCOPE, BACKGROUND AND INVITATION

1.1.1. SCOPE OF WORK

This Invitation to Bid (IFB) is for the supply of the following services:

- 1.) Acquisition and maintenance of an active blasting permit for Northside Generating Station for the contract duration (must be routed and approved by the City of Jacksonville, monthly)
- 2.) Mobilization – on call support for emergent work
- 3.) Shutdown support for JEA planned outages
- 4.) Slag removal from boilers by hydro-blasting or use of binary explosives

The planned contract duration is 3 years.

JEA – will provide scaffolding support for work over specified ladder access heights.

Deslagging of boiler internals by use of hydro-blasting or explosives blasting. The bidder will be required to have all licenses, process all city and county permitting requirements and maintain an active blasting permit during the contract performance period of two years to support planned outages and emergent outage services.

The technical specification will provide the expected scope of services, blasting materials to be used, and equipment sizes. The bidder will provide rates for the expected service types including, travel, lodging, time and materials.

This Bid will be used to issue one not to exceed \$50,000 purchase order for Northside Generating Station. The contractor will bill on a monthly basis for services provided. Issuance of a not to exceed Purchase Order is not a commitment for the total amount of the Purchase Order.

1.1.2. BACKGROUND

JEA is a municipally owned utility company established by the City of Jacksonville. JEA owns, operates and manages the electric, water and sewer systems for Jacksonville and several adjacent counties.

The JEA electric system currently serves more than 417,000 electric customers in Jacksonville and parts of three adjacent counties. JEA's water system serves more than 305,000 water customers and 230,000 sewer customers in Northeast Florida. Approximately 42 percent of JEA's electric revenues come from our 368,000 residential customers, 45 percent from 46,000 commercial and industrial customers and 3 percent from one wholesale customer. The commercial and industrial market segment also accounts for about one-third of the water and wastewater revenue.

1.1.3. INVITATION - REQUEST FOR BID

You are invited to submit a Bid in response to the Request for Bids noted below:

Request for Bids ("IFB") Title: PROVIDING DESLAGGING SERVICES FOR NORTHSIDE GENERATING STATION

JEA IFB Number: 99474

Bid Due Time: 4:00 P.M. - ALL LATE BIDS WILL BE RETURNED UNOPENED.

Bid Due Date: August 24, 2020

All Bids must reference the IFB Title and Number noted above. All Bids must be made on the appropriate forms as specified with the Solicitation and emailed to: lovgrd@jea.com by the Bid Due Date and time specified above.

You may download a copy of the IFB, drawings (if applicable) along with any required forms, at www.jea.com.

1.1.4 OPTIONAL PRE-BID MEETING (Teleconference)

There will be a optional Pre-Bid Teleconference. All interested Bidders may attend the Pre-Bid Teleconference. Bidders should email: lovgrd@jea.com to have the company information documented in preparation for the meeting and for the issuance of addendums.

See Coversheet for Dial in Information

1.1.5 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: RODNEY LOVGREN

E-mail: lovgrd@jea.com

For Technical Questions:

NGS

Contact: Tom Westbrook

E-mail: westta@jea.com

1.1.6 EVALUATION METHODOLOGY

1.1.6.1 COMPETITIVE SEALED BIDS

JEA will not Award this Contract on a lowest Total Bid Amount price only basis, but will Award based on an evaluation of how well each Bidder meets the minimum qualifications.

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. After the 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. If a bidder or bidders do not submit all pricing information as requested on the bid form, JEA may elect to eliminate that portion of the bid, or disqualify the bidder that did not submit a bid for all line items.

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 THREE (3) 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 MAY SUBJECT THE BID TO BE REJECTED.

1.2 SPECIAL INSTRUCTIONS

1.2.1 MINIMUM QUALIFICATIONS FOR SUBMISSION

Company shall have the following minimum qualifications to be considered eligible for submission. It is the responsibility of the Company to ensure and certify that it meets the minimum qualifications. Company not meeting all of the following criteria will not have their submissions considered for Award.

- The Bidder shall be licensed to perform explosives detonation in the state of Florida. The bidder will provide a copy of this license with the Bid.
- The Bidder shall provide a minimum of two project references for two similar blasting projects performed within the past three years. The bid due date shall be used to calculate the two year project timeframe. A similar blasting project is a project where the performance of blasting services were completed on 300 MW or larger boilers within the continental US, with no recordable safety issues or mechanical damages were incurred. The reference will provide confirming statement of no recordable safety issues or mechanical damage.

1.2.2 SELECTION CRITERIA

1.2.2.1 PRICING

Company shall provide a schedule of rates for the first year of the Contract by completing the enclosed Bid Form. These rates shall include all profit, taxes, benefits, travel, and all other overhead items. The Total Bid Amount shall be used to determine lowest priced Bidder for the scope of work in this solicitation Please note, the rates or lump sums quoted by Company on the Bid Form must be firm prices, not estimates. ANY MODIFICATIONS, EXCEPTIONS, OR OBJECTIONS CONTAINED WITHIN CONSULTANT'S BID OR ON THE BID FORM SHALL SUBJECT THE BID TO DISQUALIFICATION.

1.2.3 NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award up to two (2) 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 JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS

1.2.4.1 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. All questions and correspondence concerning the JSEB program should be addressed to: JSEB Coordinator, JEA, 21 W. Church Street CC-6, Jacksonville, FL 32202.

1.2.5 REQUIRED FORMS TO SUBMIT WITH BID

To submit a Bid in response to this IFB, all of the following forms must be completed and submitted as part of the Bid. The Company must obtain the required forms, other than the Bid Form (if required) and/or the Minimum Qualification Form which is attached, by downloading them from www.jea.com. If the Company fails to complete or fails to submit one or more of the required forms, the Bid may be rejected.

The following forms are required to be submitted with Company's Bid:

- List of JSEB Certified Firms (if applicable)
- List of Subcontractors/Shop Fabricators (if applicable)
- Minimum Qualifications Form

- Bid Form
- State License for the performance of Blasting Services in industrial environments.

If the above listed forms are not submitted with the Bid by the Bid Due Time and Date, JEA has the right to reject the Bid.

JEA also requests the following documents to be submitted prior to Contract execution. A Bid will not be rejected if these forms are not submitted at the Bid Due Time and Date. However, failure to submit these documents prior 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)

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 Bid and shall acknowledge receipt of all Addenda by completing the Confirmation of Receipt of Addenda. JEA will post all Addenda when issued online at 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 Bid. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Bid or Bid at JEA's sole discretion.

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 Bids, 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 SUBCONTRACTORS

The Company shall list the names of all Subcontractors that it plans to use on the List of Subcontractors Form. Failure to submit this form with the Bid or Bid shall result in bid rejection. The Company shall not use Subcontractors and subsuppliers/shop fabricators other than those shown in the Solicitation unless it shows good cause and obtains the JEA Representative's prior written consent. In cases where the Subcontractor is a JSEB firm, the City of Jacksonville Ombudsman will review the substitution request, and make a written recommendation prior to the JEA Representative's written consent.

If the Company plans to use a Subcontractor to perform over 50% of the Work, the Company shall obtain JEA's approval at least five (5) days prior to the due date. Failure to obtain JEA approval will disqualify the Company.

1.3.4 CONTRACT EXECUTION AND START OF WORK

JEA will present the successful Company with a Purchase Order. Unless expressly waived by JEA, the successful Company shall execute the Purchase Order for the Work within 10 days after receiving the Purchase Order from JEA. If

the Bidder fails to execute the Purchase Order or associated documents as required, JEA may cancel the Award with no further liability to the Company.

1.3.5 EX PARTE COMMUNICATION

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

Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant Company's Bid or Bid. Any questions of 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.

1.3.6 JEA PUBLICATIONS

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

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

JEA reserves the right to reject any or all Bid or Bids, or any part thereof, and/or to waive Informalities if such action is in its best interest. JEA may reject any Bids or Bids that it deems incomplete, obscure or irregular including, but not limited to, Bid or Bids that omit a price on any one or more items for which prices are required, Bids or Bids that omit Unit Prices if Unit Prices are required, Bids or Bids for which JEA determines that the Bid or Bid is unbalanced, Bids or Bids that offer Equal Items when the option to do so has not been stated, Bids or Bids that fail to include a Bid or Bid Bond, where one is required, and Bids or Bids 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 Bids at any time prior to the time announced for the opening of Bids or Bids. JEA may Award the Contract in whole or in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom Solicitations were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.3.8 CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting a Bid, the Company 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 these Contract Documents prior to submitting its Bid. Where the Company 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 Company shall comply with all safety requirements described in the Bid and shall be prepared to show proof of a minimum of \$1 million of general liability insurance or the amount specified in this solicitation (whichever is greater).

B. That every aspect of its submitted Bid, including the Contract 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 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 must be submitted upon request by JEA. If the Bid is submitted by a partnership, the Bid must be signed by a partner whose title must under the signature. If an individual other than a partner signs the Bid, satisfactory evidence of authority to sign must be submitted upon request by JEA.

D. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to Award.

E. 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 Company also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Company shall immediately notify JEA of status change.

F. That it has read, understands and will comply with the Section entitled Ethics of these instructions to proposers.

1.3.9 COMPLETING THE BID

Companies shall submit their Bids and any enclosed documents attached to this IFB with responses typewritten or written in ink. Companies should refer to the Special Instructions of this IFB to review specific items which may be required with the submittal of the Bid. The Company, or its authorized agent or officer of the firm, shall sign the Bid. Failure to sign the Bid 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 IFB, and those that include unapproved exceptions, amendments, or erasures.

1.3.10 ESTIMATED QUANTITIES

On the Bid Document, JEA sets forth anticipated quantities, or estimates of anticipated purchase volumes by JEA. JEA anticipates that these quantities are reasonable and will not be exceeded. During the Bid process, if the Bidder finds any discrepancy greater than 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 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 Documents in "Change in the Work".

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

1.3.11 ETHICS (IFB)

By signing the Company's Bid, the Company 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 Company shall comply with all JEA and City of Jacksonville ordinances, policies and procedures regarding business ethics.

The Company shall submit only one Bid in response to this IFB. If JEA has reasonable cause to believe the Company 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 Company 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

Companies, JEA will reject any and all Bids from the suspected Company and will proceed to debar Company 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 companies 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 Company 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 Company violates any requirement of this clause, the Bid may be rejected and JEA may debar offending companies and persons.

1.3.12 MATHEMATICAL ERRORS

In the event of mathematical errors in the prices entered on the Bid Form or in the addition of a total for any base bid, unit prices will prevail. The corrected base bid will be used to determine the low qualified Bidder. The award of this Contract will establish the Contractor and the unit prices which are to be used during the life of the Contract.

1.3.13 MODIFICATION OR WITHDRAWAL OF BIDS

The Company 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 Bid Due Date and Time. The Company shall not modify or withdraw its Bid from time submitted and for a period of 90 days following the opening of Bids.

1.3.14 AVAILABILITY OF BIDS AFTER 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. Proposers 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 JEA.com.

1.3.15 PROTEST OF IFB AND AWARD PROCESS

Companies shall file any protests regarding this IFB 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 JEA.com.

1.3.16 SHIPPING, FREIGHT, AND TRAVEL--F.O.B. DESTINATION

The Bidder shall include the price for shipment of materials and equipment in its pricing shown on the Bid Document unless otherwise stated on the Bid Document. All travel related expenses will be billed in accordance with JEA's contractor travel policy.

1.3.17 SUBMITTING THE BID

The Company shall submit a single pdf file by EMAIL TO: LOVGRD@JEA.COM. **TO RECEIVE THIS BID FORM IN A WORD FORMAT CONTACT THE LISTED PURCHASING AGENT. REQUESTS MUST BE MADE NO LATER THAN 5 BUSINESS DAYS BEFORE BID OPENING.**

2 CONTRACT TERMS AND CONDITIONS

2.2 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.

2.3 DEFINITIONS

2.3.1 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."

2.3.2 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.

2.3.3 ADDENDUM/ADDENDA

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

2.3.4 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.

2.3.5 BID OR BID

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

2.3.6 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 Bids are administered and received.

2.3.7 CONSULTANT, BIDDER OR PROPOSER

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

2.3.8 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.

2.3.9 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.

2.3.10 COMPANY REPRESENTATIVE

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

2.3.11 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.

2.3.12 CONTRACT

The agreement between the Company and JEA as evidenced by this Contract including Exhibits.

2.3.13 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.

2.3.14 CONTRACTOR or CONSULTANT

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

2.3.15 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.

2.3.16 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.

2.3.17 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.

2.3.18 JEA

JEA on its own behalf.

2.3.19 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.

2.3.20 BID

The document describing the Company's qualifications to verify it complies with the requirements of the IFB.

2.3.21 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.

2.3.22 REQUEST FOR BIDS

The document (which may be electronic) issued by the JEA Procurement Department to solicit Bids from Companies that includes, but is not limited to, the Minimum Qualifications Form, samples of contract documents and Addenda.

2.3.23 SOLICITATION

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

2.3.24 SUBCONTRACTOR

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

2.3.25 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.

2.4 CONTRACT DOCUMENTS

2.4.1 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.

2.5 PRICE AND PAYMENTS

2.5.1 PAYMENTS

2.5.1.1 PAYMENT METHOD – SCHEDULE OF RATES

Upon Acceptance of all Work, the Company shall submit an Invoice for the time sheet as approved by the Contract Administrator and in compliance with the schedule of rates and pricing structure agreed upon in the Contract Documents. In the event the Company prefers to be reimbursed for Payment and Performance Bonds at the beginning of the Contract Term, the Company shall submit an Invoice of executed bonds within the first month of the Contract Term. The amount paid for Payment and Performance Bonds by JEA will be deducted from the final lump sum payment.

2.5.2 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.

2.5.3 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. 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.

2.5.4 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.

2.6 WARRANTIES AND REPRESENTATIONS

2.6.1 WARRANTY (SERVICES)

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the Work, 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 represents and warrants that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Services.

The Company represents and warrants that it has the responsibility and capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents.

The Company represents and warrants that its employees and Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures.

The Company warrants that all items provided under the Contract shall be in accordance with the requirements of this Contract 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.

The obligations and representations contained in this paragraph are the Company's sole warranty and guarantee obligations and JEA's exclusive remedy in respect of quality of the Work. EXCEPT AS PROVIDED IN THIS ARTICLE, COMPANY MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO COMPANY'S SERVICES AND COMPANY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This clause governs, modifies, and supersedes any other terms in this Contract which may be construed to address warranties or guarantees or the quality of the Work.

2.7 INSURANCE, INDEMNITY AND RISK OF LOSS

2.7.1 INSURANCE

INSURANCE REQUIREMENTS

The Insurance Contract Modification Agreement will be required to be executed and all proof of insurance provided prior to performance of any work on JEA property. This insurance modification form is found in the forms section of this solicitation.

2.7.2 RISKS AND PROPERTY

Ownership, risks of damage to or loss of the items shall pass to JEA upon Acceptance. The Company shall retain the sole risk of loss to the Work up to and including the time of Acceptance. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage.

2.8 ACCEPTANCE

2.8.1 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: SEE TECHNICAL SPECIFICATION.

2.9 TERM AND TERMINATION

2.9.1 TERM

This Contract shall commence on the effective date of the Contract, 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, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract.

It is at JEA's sole option to renew the Contract for an additional two (2), one (1) year periods.

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

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. JEA will also pay the Company costs incurred less the reasonable resale value, of materials or equipment that the Company has already ordered, obtained or fabricated in connection with the Contract.

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 LABOR

2.10.1 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.

2.10.2 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.

2.10.3 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.

2.11 COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.11.1 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.

2.11.2 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.

2.11.3 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.

2.11.4 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.

2.11.5 COMPANY'S KNOWLEDGE OF THE WORK

The Company represents that the Contract 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.

2.11.6 SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including any orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that violation of any provision of this clause is grounds for immediate termination of the Contract and the Company is responsible for all JEA damages associated with such termination.

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

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

2.12 JEA RESPONSIBILITIES

2.12.1 COORDINATION OF SERVICES PROVIDED BY JEA

The JEA Representative for the Work will, on behalf of JEA, coordinate with the Company and administer this Contract. It shall be the responsibility of the Company to coordinate all assignment related activities with the designated JEA Representative. The JEA Representative will be assigned to perform day-to-day administration and liaison functions, and to make available to the Company appropriate personnel, to the extent practical, and to furnish records and available data necessary to conduct the Work. The JEA Representative will also authorize the Company to perform work under this Contract.

2.13 CHANGES IN THE WORK, CONTRACT TIME OR PRICE

2.13.1 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.

2.13.2 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.

2.13.3 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.

2.13.4 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.

2.13.5 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.

2.13.6 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.

2.13.7 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.

2.13.8 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 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 your designation of material in your bid or Bid as exempt you agree to 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 your designation of material as exempt.

2.13.9 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.

2.13.10 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.

2.13.11 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.

2.13.12 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.

2.13.13 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.

2.13.14 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.

2.13.15 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.

2.13.16 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

3.2 TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

Technical Requirements

The company will provide deslagging services for JEA's NorthSide Generating station on an as requested basis. The bidder and end customer, JEA will review and approve the proposed method of deslagging prior to the commencement of work. The rates, invoicing and payment for all work performed shall be in compliance with the requirements in this IFB.

Scaffolding – JEA will provide scaffolding services to access the work location as appropriate.

Site Safety – The bidder will be required to complete site specific safety requirements to work at each job site.

Normal Access – off ladders will be provided by the Bidder.

Personnel Qualifications

The Contractor at times may be working at elevations greater than 100 ft in the air. The Contract shall provide personnel qualified to work with the materials required in this bid with appropriate certification and licensing whom can perform in under the conditions typically found inside Coal and Pet-Coke Fired Boilers

Emergency Call outs

JEA will notify the Bidder as soon as possible, prior to an emergency shutdown and request for blasting services. In the event the Contractor cannot support the service request and be on site when access will be granted to the worksite JEA may make other arrangements for services outside this Contract with cost impact to either Party.

General Plant Technical Information

NGS

Unit 1 & 2 – 300 MW CFB

Technical Requirements for Explosives Blasting

JEA requires the supplier to provide the materials technical information for materials used that are in compliance, with local, state and federal laws.

JEA may request the supplier to provide blasting procedures, which will include, safety, setup, process procedures.

Technical Requirements for Shotgun Blasting

The supplier will provide all equipment for the performance of shotgun blasting and performance within JEA safety requirements. JEA will approve the equipment (shells, etc) used in shotgun blasting.

The following Blasting Permitting process will be followed by the successful bidder

The successful bidder will be required to complete a blasting permit every 30 days for the duration of the contract. The city requires in person hand written signatures to process each permit. The bidder process the permits in person or use a courier service to complete the permitting process

City of Jacksonville Signatures for permitting.

Signatures should follow in this order. Changes in the number of signatures required, or the order to obtain the permit and location shall not constitute a change.

- 1.) Blasting Company Representative**
- 2.) Sheriff's Office Bomb Squad Representative – (currently Chief Bowen, Police Memorial Building, 501 E. Bay Street**
- 3.) Insurance and Risk Management – (currently, Susan Carter or Eve Topp, Room 470 Yates Building, 231 E. Forsyth Street**
- 4.) City Official (General Counsel's Office), (currently Neil McAurthur, 117 W. Duval Street**
- 5.) Chief or Officer – in Charge – Fire Prevention Division (currently Alonzo McQueen, Room 213 Fire Rescue Headquarters, 515 N. Julia Street (904) 630-0445.**

4 FORMS – APPENDIX B

4.2 FORMS

Forms required to be submitted with this solicitation are provided in this APPENDIX B or can be obtained on the JEA website at www.jea.com.

99474 Appendix B Minimum Qualification Form

The minimum qualifications shall be submitted in the format attached. The references 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. Submit with Bid or Proposal in accordance with the requirements of the solicitation.

Company shall ensure listed references can be contacted to verify minimum qualifications compliance. If JEA cannot contact the submitted reference, JEA may request an additional point of contact from the same reference, however, will not allow the Company to change references. If the reference cannot be verified, JEA may reject the submitted Bid or Proposal.

RESPONDENT INFORMATION

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

- The Bidder shall provide a minimum of two project references for two similar blasting projects performed within the past three years. The bid due date shall be used to calculate the two year project timeframe. A similar blasting project is a project where the performance of blasting services were completed on 300 MW or larger boilers within the continental US, with no recordable safety issues or mechanical damages were incurred. The reference will provide confirming statement of no recordable safety issues or mechanical damage.

Reference ____ of ____

Primary Nature of Service Provided: _____

Location: _____

Customer: _____

Reference Name: _____

Reference Phone Number: _____

Email Address: _____

Project Value: _____

Description of Project:

[illegible]

99474 Appendix B Bid Form

Bid Form Page 1 of 2

Submit an electronic PDF by email to: lovgrd@jea.com on the Bid Due Date

Company Name: _____

Company's Address _____

License Number: _____

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

BID SECURITY REQUIREMENTS

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

TERM OF CONTRACT

- ☐ One Time Purchase
☒ Annual Requirements
☐ Other, Specify - Project Completion

SAMPLE REQUIREMENTS

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

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

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

QUANTITIES

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

INSURANCE REQUIREMENTS**Insurance required****PAYMENT DISCOUNTS**

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

Description of Services	TOTAL BID PRICE
Total Bid Price for Work as described in this Solicitation	\$ _____

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

BIDDER CERTIFICATION

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

We have received addenda

_____ through _____

Handwritten Signature of Authorized Officer of Company or Agent _____ Date _____

Printed Name and Title _____

BID FORM FOR SOLICITATION, IFB # 99474

Bid Form Page 2 of 2

Itemized Pricing Information to be provided with the Bid. The purpose of providing this itemized pricing (Lines 1 through 11) is for bid evaluation.

Item	Enter Your Bid for the Following Described Articles or Services	Quantity	UOM	Unit Price	Extended Price
1	Minimum call out Price (includes first 20 shots (two - 2 part binary – ½ pound sticks)) per Call out event.	3	Per Call Out (20 shots – 2 part binary)	\$	\$
2	Binary Blasting Daily work Rate – (Price per man / hour)	160	Per hour	\$	\$
3	Per shot or Unit (two part binary – ½ pound sticks)	100	Per Shot or Unit	\$	\$
4	Detonators (Price per detonator)	100	Per detonators	\$	\$
5	Det – cord (Price per foot of cord)	2,500	Per foot	\$	\$
6	Shotgun Slag removal (price per man / hour)	25	Per hour	\$	\$
7	Shotgun shells (Price per shell)	500	Per Shell	\$	\$
9	Standard Site mobilization / demobilization – Travel to and from jobsite (ground) – Minimum 48 hour notice (per crew / per mobilization)	3	Per Mobilization	Per JEA Travel Policy	Per JEA Travel Policy
10	Per Diem / Per man / Per 24 day	30	Per man / per day	Per JEA Travel Policy	Per JEA Travel Policy
11	Vehicle Rental – 1 vehicle per crew.	10	Per Day	Per JEA Travel Policy	Per JEA Travel Policy
12	Price for Acquisition and maintenance of Blasting (explosives) permit for JEA NGS per year (may be broken into monthly payments	3 years	Year	\$ / Year	\$
	Total for Lines 1 through 11				\$
Option pricing					
Item	Description	Unit of Measure	Quantity	Unit Price	
1	Site mobilization – (company aircraft – if available – maximum 10 hour response time)	Per crew / Per job	4	\$	
2	Emergency mobilization (w/ charter aircraft)	Per crew / Per job	4	\$	

Time and Material record

The following time and materials record will be used to document work performed for each call out or project, whether preplanned or emergent. The contractor will submit the form to the JEA Contract Administrator for review and approval. Invoices will only be approved when submitted with this record.

JEA Purchase Order: _____ Buyer: Rodney Lovgren

Project: _____

Contractor Project Coordinator: _____

Date: _____ Time: _____ Plant: _____

Line	Description	Unit of measure	Rate	Quantity	Extended Quantity
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Approved by: _____

Date: _____

Signature JEA authorized Contract Administrator.

Name: _____

Hand Printed Name of JEA authorized Contract Administrator

**INSURANCE CONTRACT MODIFICATION AND AGREEMENT
For deslagging services for NGS IFB # 99474**

The following is an example of the Contract Execution form that will be required by the Contractor.

This INSURANCE CONTRACT MODIFICATION AND AGREEMENT (the "Agreement"), is made and entered into, by and between _____ and its affiliate _____ referred to, jointly and severally, as the "Company"); the City of Jacksonville, a Florida municipal corporation (hereinafter "COJ" or "City"), and JEA, a body politic and corporate under the laws of the State of Florida (collectively the "Parties").

WHEREAS, Company regularly engages in the extremely hazardous activity of "blasting" or using explosive materials for construction projects; and

WHEREAS, JEA has engaged Company to perform blasting activities at the NorthSide Generating Station ("NGS"); and

WHEREAS, Company is seeking a blasting permit from the City to perform blasting activities at NGS; and

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the Parties desiring to facilitate immediate blasting activity at NGS while maintaining adequate insurance coverage for any blasting activity, and in consideration of the mutual covenants and promises contained herein, the receipt and adequacy of which are hereby acknowledged, agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Additional Insured: Company shall name the City and JEA as additional insureds for all required insurance except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by the City and JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of the City and JEA.
3. Required Insurance for Company:
 - a. Workers' Compensation: Florida Statutory coverage, including Employer's Liability in the amount of Five-Hundred Thousand Dollars (\$500,000.00) each accident.
 - b. Commercial General Liability in the amount of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate for bodily injury and property damage, combined single limit, without any exclusion for liability related to blasting;
 - c. Automobile Liability in the amount of One Million Dollars (\$1,000,000.00) each occurrence, combined single limit.
 - d. Excess/Umbrella Liability in the amount of Ten Million Dollars (\$10,000,000.00) each occurrence and annual aggregate, without any exclusion for liability related to blasting.
4. Proof of Insurance: Before beginning work at NGS's facility, Company shall provide COJ and JEA with Certificates of Insurance. These certificates shall be provided by electronic mail to: Twane Duckworth, Acting Chief of Risk Management, City of Jacksonville at twaned@coj.net and Steven Boisser, Director Risk Management Services, JEA at bossm@jea.com.
5. Indemnification: Company, and its successors and assigns, shall hold harmless, indemnify and defend the City and JEA against any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses 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 any acts or

omtsstons of Company, its officers, employees, agents, contractors, subcontractors, in performing blasting or other hazardous activities at NGS and any work relating thereto. The term "City" and "JEA" shall include their governing boards, officers, employees, agents, successors and assigns. This indemnification shall survive the term of Company's work at NGS's facility for events that occurred during Company's work.

6. Agreement is voluntary and informed: Each of the Parties is entering into this Agreement voluntarily and each Party represents and warrants that it has consulted with legal counsel about the meaning and effect of this Agreement and fully understands the terms and provisions hereof.
7. Governing Law, Jurisdiction and Venue: This Agreement and disputes arising out of or hereunder shall be governed in all respects, including validity, interpretation and effect, by the substantive laws of the State of Florida without regard to any conflict of law provisions other than those of Florida, except to the extent necessary to permit the enforcement hereof in states other than Florida, as may be necessary. Any legal proceeding related to this Agreement shall be filed and maintained only in the state or federal courts located in Jacksonville, Duval County, Florida.
8. Acknowledgment: The Parties acknowledge that they have read this Agreement, they reviewed it with their counsel, and understand its terms and the legal effect thereof, and they have voluntarily entered into it.
9. Scrivener's Clause: No Party may be deemed to be the drafter of this Agreement. The wording of this Agreement was the result of negotiation between the Parties and the independent consideration of their respective legal counsel as well as the Parties.

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10. Headings: The headings in this Agreement are for convenience only and may not i:>Je construed to limit, expand, affect or alter the meaning of the text that precedes or follows that heading.
11. Counterparts; Facsimile/Electronic Delivery: This Agreement may be executed ill several counterparts, all of which are identical, and all of which counterparts together shall constitute one and the same instrument. The executed counterparts may be delivered b:y facsimile or by email, provided that confirmation of delivery is obtained.
12. Effective Date: This Agreement shall become effective on _____, and has been executed by the patties prior to the undertaking by Company of any "blasting" or other hazardous activity at NGS.
13. Joint and Several Liability: _____ are jointly and severally liable for all of the obligations of the "Company" hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement on _____.

ATTEST:

CITY OF JACKSONVILLE

By: _____ Neill W. McArthur, Jr.
Corporation Secretary

By:_____ Lenny Curry, Mayor

JEA, on its own behalf

By: _____

Print Name: Title:

FORM APPROVED:

Office of the General Counsel

Name _____ Company

By:_____

Name:_____

Title:_____

Name _____ Company

By:_____

Name:_____

Title:_____