

Appendix A - Technical Specifications
097-18 Vegetation Management – Supplemental Services

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1. Scope

This Work shall consist of furnishing all labor, equipment, and material necessary for Line Clearance of all designated JEA electric, water, and wastewater facilities, in accordance with the requirements of this specification. The location of the Work shall be any job site within the boundaries of JEA's service territory. This includes, but is not limited to, urban, suburban, and rural environments, work within the travel way of single and multi-lane roadways, wooded rights-of-way, plants (power, water, wastewater), electric substations, lift stations, well sites, timberland, and near commercial and industrial facilities. No minimum quantities are guaranteed.

2. General Intent

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

3. Caution Around Utility Lines

Contractor shall exercise extreme care when cutting brush or trees that are close to or touching wires to prevent breaking or wrapping the wires together or otherwise interrupting service to JEA or damaging other utility cable or facility. If any such trouble should result, JEA shall be notified of the location of such trouble as quickly as possible. An incident report shall be filled out for any such occurrence and sent to JEA's Representative within 24 hours.

4. Character of Workers

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

5. Work Instructions

Contractor shall maintain qualified personnel capable of reading and working from job prints, circuit maps and job reports to identify required work assignments. Job prints are a plan view of the entire job showing the expected size and placement of new poles, primary and secondary conductor, transformers, service drops, etc. for which tree trimming is required. All circuit trimming shall begin at the substation or other designated starting point and continues to the end of the circuit as defined by the circuit map or designated stopping point. Job reports are database generated trouble tickets that identify trimming needs.

6. Additional Specifications

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

- ANSI A300
- ANSI Z133
- FDOT Maintenance of Traffic
- JEA Safe Work Practices Manual
- Line Clearance Certified Contractor
- Local tree/ landscape ordinances
- National Electric Code
- National Electric Safety Code
- OSHA
- Applicable regulations of federal, state and local Environmental Protections/Control Agencies.

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

7. Tree Trimming

7.1 Trimming

- 7.1.1. All Work performed shall be in accordance with ANSI Standards for Utility Trimming/Removal, as permitted by Duval, Clay, Nassau, and St. Johns Counties, and applicable municipalities.
 - 7.1.2. Trimming in public and/or JEA right-of-ways will be performed as required for the installation of JEA facilities, improvements to existing facilities and to maintain proper clearance on existing JEA facilities.
 - 7.1.3. Trimming/Removal on private property will also be performed for the purposes outlined above but only as directed by the assigned Forester or Arborist.
 - 7.1.4. Where trimming is required as a public safety and service measure, every reasonable effort should be made to limit and restrict such trimming to only what is necessary in order to mitigate the hazard and restore service. (Example: storm situation - road access)
 - 7.1.5. All trimming, both initial and subsequent trimming, shall be done in accordance with the best recognized and approved principles of utility arboriculture with emphasis on current tree health, customer concerns and electric reliability.
 - 7.1.6. Branches or limbs should be trimmed so as to leave the branch collar intact to allow for more rapid closure of the wound. When only a portion of a limb is to be removed, the portion removed shall be cut back flush to a limb at least one-third (1/3) the diameter of the portion removed.
 - 7.1.7. All trimming will be done with pole-saw and/or chainsaw. Circle saws are to be used only in storm situations.
 - 7.1.8. The final decision as to the extent of trimming shall be left to the discretion of JEA's Representative.
 - 7.1.9 Work not performed to specifications by Unit (T&M) crews shall be corrected at the Contractor's expense within fourteen (14) calendar days of receiving written notice from any JEA representative. Corrections not completed to JEA satisfaction within 14 days will be subject to liquidated damages in the amount of \$100.00 for each day until the issue is corrected
- 7.2 Every effort shall be made to regain and/or improve the quality of clearance obtained from the last time the Facilities were trimmed Minimum clearances shall be as follows:
- 7.2.1 Transmission (69kv, 138kv, and 230kv) minimum clearance at the time of trimming should be 15 feet or to the right of way edge as designated by the JEA representative.
 - 7.2.2 Primary (4kv, 13kv, and 26kv) minimum clearance at the time of trimming should generally be 10 feet, but will ultimately be determined by the site. Vegetation species, age, location, growth direction, environmental site conditions, and the best recognized and approved principles of utility arboriculture will be considered in the final determination. Pruning cuts should be made to encourage future directional growth away from conductors.
 - 7.2.3 Open Wire Secondary (pole to pole, pole to customer, and street light circuit) minimum clearance at the time of trimming should generally be 3 feet, but will ultimately be determined by the site. Vegetation species, age, location, growth direction, environmental site conditions, and the best recognized and approved principles of utility arboriculture will be considered in the final determination. Pruning cuts should be made to encourage future directional growth away from conductors.
 - 7.2.4 Insulated Secondary (pole to pole, pole to customer, and street light circuit) trimming should be done in order to eliminate contact. Crew personnel should avoid contact with these secondary lines. Pruning cuts should be made to encourage future directional growth away from conductors. Limbs or branches between 1" and 4" diameter at the point of contact should be removed by Firm crews during routine cycle trimming. Limbs, branches, or trees larger than 4" will be left for T&M Unit crews. The JEA representative will determine if T&M Unit crews will address these locations or if other options should be recommended to engineering or the property owner.
- 7.3 Maximum clearances shall be consistent with good economy and due regard to the rights and interest of property owners and the public. Note: Some circuits have had extra trimming to allow for greater clearances. All circuits should at a minimum; be trimmed back to the last point of trimming.
- 7.4 Notification and/or permission to proceed:
- 7.4.1 Contractor shall attempt to notify each property of intent to trim. Further, for all homes and businesses not directly contacted, the Contractor shall leave written notification (door hanger notice-JEA-supplied) of their intent to perform required trimming at least three days prior to the work being performed. This notice shall include a telephone number for customer inquiries. Supervisors shall respond to all customer calls on a

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daily basis. Contractor's Supervisors are responsible for the notification process and will verify all inquiries before trimming starts.

- 7.4.2 JEA's representative or Supervisor will attempt to notify each property on all ticket/print work. This notification will be accomplished either verbally or by way of written notice (door hanger). However, if unavailable, the crews shall be responsible for the notification and confirmation with the JEA representative. Notification will be logged by date, time, and address.
- 7.4.3 Trim Refusals - If the Crew Leader is refused permission to obtain the necessary clearances, the crew leader is to notify the immediate Supervisor. If the Supervisor cannot secure permission, the Supervisor is to notify the JEA Representative that same day for further instructions.
- 7.5 The terms and provisions outlined above shall apply to all public and private property trees located within the City of Jacksonville or other appropriate governmental entity and shall be expressly followed by JEA except during the period of an emergency such as a hurricane, tropical storm, severe thunderstorm, flood or any other act of God; at which time the above terms and provisions will be temporarily waived so that they will in no way hamper private or public work to restore order and/or service to the community.
- 7.6 Supervisors are responsible for keeping all circuit maps as required by crews updated. T&M crews will be required to keep circuit maps marked to reflect Work progress and record date/time completed for other work.

8. Tree Removal Identification of suspect trees:

- 8.1 All work performed shall be in accordance with the Annual Tree Trimming and Removal Permit for JEA Utilities granted by the City of Jacksonville. All work performed outside the territorial boundaries of Duval County shall conform to all existing laws and ordinances under appropriate permits for Clay, Nassau and St. Johns counties. Copies of permits are available upon request. All work performed shall be in accordance with ANSI Standards for Utility Trimming/Removal (ANZI 300 part 7).
- 8.2 Every reasonable effort will be made to save and preserve all trees unless a thorough investigation, appraisal and JEA approval of the situation indicates that:
 - 8.2.1 The tree is diseased or damaged to such an extent that it cannot be treated and thereby preserved for any reasonable period of time.
 - 8.2.2 The type of tree and its location or growth pattern is such that it represents a real hazard from a public safety standpoint.
 - 8.2.3 Trimming that is necessary to remove the hazard would leave the tree in such condition that it would have no chance for survival and future development.
 - 8.2.4 Leaning trees - The tree has such a lean toward the right-of-way that it cannot be trimmed without removing the tops and slanting the tree back.
 - 8.2.5 The tree is dead or dying:
 - 8.2.5.1 All dead or dying trees along the natural large tree edge that can hit the conductor shall be removed.
 - 8.2.5.2 Dead or dying trees behind the natural large tree edge will be removed depending on the following conditions:
 - 8.2.5.2.1 height of tree
 - 8.2.5.2.2 direction of prevailing winds
 - 8.2.5.2.3 topography of the land
 - 8.2.5.2.4 direction of the lean
 - 8.2.5.3 Trees, shrubs and/or vines - cut all vines at base of pole(s) or guy wire(s), and spray with an approved cut stump herbicide.
 - 8.2.5.4 Suspect trees - All tree removal is subject to the above criteria. However, with the trees above six inches DBH, JEA's representative shall be notified before removal begins, and will make the final decision as to the removal of such trees. In many instances only an assist to the customer is all that will be offered. Assisting involves the additional trimming necessary to make it safe for a private tree contractor to remove without coming within 10' of the conductors, or the topping below the conductor to remove the hazard to the conductor.
 - 8.2.6 Stumps - Stumps should be cut to ground level. At JEA's direction or property owner's request, the stump/roots may be cut/ground 6 inches below ground level.
 - 8.2.6.1 JEA intends that any stump grinding will be done by a T&M crew on an as-needed basis.

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- 8.2.6.2 If any stump cannot be ground due to access (fences, ditches, plantings, etc.), proximity to fixed improvements (fences, poles, etc.), or for any other reason, the JEA Representative will determine the amount of work necessary.
- 8.2.7 Any crew involved in removing trees shall have a one gallon pump sprayer of a cut stump herbicide. This is to insure that all non-ground stumps and exposed roots are treated as soon as they are cut. Contractor will be required to maintain a one-gallon pump-up sprayer for all crews involved with tree/brush removal. Each crew Foreman is encouraged to obtain a Commercial Applicator License for category 6 (Right of Way). Crews that do not have a pesticide applicator license will operate under their General Foreman's license, or other designated contract company personnel..
- 8.2.8 Roadside: As Designated by JEA's Representative remove, as permissible, all 6 inch or less diameter at breast height (DBH) quick-growing trees, weed-type trees, trees growing as sprouts from stumps, trees which cannot be professionally maintained under JEA's facilities, fence-row trees, roadside trees adjoining agricultural and wooded lands and trees originating beside pole butts.
- 8.2.9 Off-Road: as designated by the JEA Representative remove, as permissible, all tree species growing under JEA's facilities that run off-road where access by a conventional lift truck is not possible. The scope of this ground line clearance is defined as: (1) removal of designated trees a minimum horizontal distance of 10 feet from outermost conductor(s) on pole, or (2) to the original old tree edge, whichever provides the greater clearance.
- 8.2.10 Any woody shrub/tree that will not reach the ten (10) foot trim zone at mature height, may be left uncut unless otherwise directed by the JEA Representative or adjacent property owner. Examples of these are varieties of Wax Myrtle, Crepe Myrtle, Palmetto, Gallberry, and Saltbush.
- 8.3 Large Tree Removal
- 8.3.1 In Public Right-Of-Way: The JEA Representative or Contractor will attempt to notify each property contiguous to the work to be performed of intent to trim/remove trees as required. Further, for all homes and businesses not directly contacted, the JEA Representative or Contractor will leave written notification supplied by JEA (door hanger notice) of their intent to trim/remove trees as required at least three days prior to the work being performed. This notice will include monitored telephone number for customer inquiry for the same.
- 8.3.2 On Private Property: The JEA Representative or Contractor will attempt to notify each property contiguous to the work to be performed of intent to trim/remove trees as required. The Contractor should obtain written permission to remove trees from property owners prior to commencement of work. Further, for all homes and businesses not notified in person, the JEA Representative or Contractor shall leave written notification (door hanger notice) of their intent to trim/remove trees as required at least three days prior to the work being performed. This notice shall include monitored telephone number for customer inquiry for the same.
- 8.4 The terms and provisions outlined above shall apply to all public and private trees within the JEA Service Territory and shall be expressly followed by the Contractor. Exceptions are during the period of an emergency such as a hurricane, tropical storm, severe thunderstorm, flood, imminent threat or any other act of God; at which time the above terms and provisions will be temporarily waived, so that they will in no way hamper private or public work to restore order and/or service to the community.
- 9 **Security**
- 9.1 Due to the importance of the transmission line facilities to the JEA's transmission and distribution system, it is of the utmost importance that a high degree of security be maintained. All gates shall be locked upon entering and leaving a transmission line right of way. Any unauthorized activity shall be reported to the JEA Representative. Due to the fact that most of the JEA's easements are on private property it is very important that customer satisfaction be maintained during all aspects of the right of way maintenance.
- 10 **Chemical Brush Control**
- 10.1 The chemicals and chemical mixtures used shall be as approved, directed, and reimbursed by JEA. The Contractor shall be responsible for transporting and storing unless otherwise directed by JEA. The Contractor shall furnish personnel qualified by State regulatory agencies to handle and apply chemical. The Contractor shall have a staff or qualified personnel to answer any technical questions regarding the type and use of chemicals. All herbicide application and mixtures shall be in compliance with herbicide labels.

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10.2. Adequate precautions shall be taken to safeguard people, livestock, pets, wild birds, and animals when performing chemical brush control of any type. The Contractor shall cooperate with all public agencies and organizations interested in or affected by the chemical brush control program. Any equipment failure or other problems which results in temporary work stoppage shall be considered non-billable time. The standard methods of application for chemical brush control are:

10.2.1. (A) Basal, and (B) Stump.

10.3. The following general specifications apply to basal application:

10.3.1. Basal application may be applied at any time of the year as directed by JEA.

10.3.2. The chemical mixture shall not be applied when the stem and trunk are wet from fog, dew, or rain.

10.3.3. The chemical mixture shall be applied to the stems and trunk so as to wet the entire surface of the stems of trunk from root crown up to the stem 18 inches. The chemical mixture shall be applied in sufficient volume to cause run-down on the stem or trunk to the root crown.

10.4 The Contractor shall have the right to skip any portion of a line when in its opinion damage to crops, orchards or ornamental planting may result from drift or volatility.

10.5 The following general specifications apply to stump application:

10.5.1. Stump application may be applied at any time of the year as directed by JEA.

10.5.2. The chemical mixture shall not be applied when the stumps are wet from fog, dew or rain.

10.5.3. The chemical mixture shall be applied to the stump so as to wet the sapwood, the bark area, root crown and any exposed roots. The chemical mixture shall be applied in sufficient volume to cause run-down of the mixture to the root crown.

10.5.4. Stumps shall be sprayed as soon as possible after cutting. Cut brush and debris shall be removed so as to expose all stumps and rubble.

10.5.5. All stumps and stubble visible to the eye shall be treated.

10.5.6. The Contractor shall have the right to skip any portion of a line when in its opinion damage to crops, orchards or ornamental plantings may result from drift or volatility.

11. Disposition of Brush and Debris

11.1 Brush and debris shall be handled in such a manner as to avoid obstructing roads, paths, or waterways. Any burning must be done with the approval of local air pollution authorities, Fire Marshall, or Division of Forestry. Any dumping in excessive amounts shall require a City Permit to Landfill that the landowner is responsible for obtaining.

11.2 Individual requests by property owners for special handling of brush/wood shall be granted where reasonable. If any doubt exists as to the action to be taken, the request shall be referred to the JEA Representative for instructions.

11.3 The Contractor is responsible for disposing of all chips, wood, etc. JEA may negotiate a location for disposal of said debris other than on JEA property. The Contractor shall not sell or offer for sale any material generated by any work performed on or around JEA property.

11.4 Under no circumstances shall brush be left over the weekend or overnight. JEA will impose Liquidated Damages when brush is left without customer's permission.

12 Additional Personnel

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

12.2 JEA shall give the Contractor ten (10)-business days written notification prior to any reduction in forces.

13 Tools, Equipment and Chemicals

Contractor will be required to provide the necessary equipment as called for and described in Sections 14 and 15 Equipment Specifications, plus any necessary supporting tools, equipment and personnel. If any additional or special equipment, not listed in the specifications, becomes necessary, it shall be reimbursed by the JEA from the Contractor at a rate described in "L.E.M.", or purchased in whole by JEA and used by contractor until not needed; at which time it will be returned to JEA.

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- 13.1 Contractor's equipment, tools and material will be subject to approval or rejection by JEA, acting through its assigned JEA Representative. NO REBUILT EQUIPMENT UNLESS APPROVED BY JEA AND CONTRACTOR AGREES TO BILLING RATE DISCOUNT.
- 13.2 T&M Crew Equipment: Chainsaws will have less than one (1) year of service. All other equipment will have less than five (5) years of service. Gas pole saw required on some unit trucks will be billed as a chainsaw, except their age limit will be three (3) years.
- 13.3 All billable equipment and other equipment with age limits will be required to have a unit number assigned and engraved on unit. This will include chainsaws and other small units so as an in-service data can be established. This unit number shall be reported on timesheets. Contractor will supply JEA a list of all current personnel on JEA System and equipment with date of in service on the 1st day of each month.
- 13.4 Disc chipper, minimum 80 hp diesel, on all T&M crews.
- 13.5 The equipment of the Contractor shall be kept in neat appearance and in good operating condition at all times.
- 13.6 Tools shall be kept sharp and in good working order. All scheduled and unscheduled equipment maintenance/inspection work shall not be billable to JEA. All T&M Crew downtime will be scheduled with the JEA Representative.
- 13.7 The Contractor's equipment shall meet all safety requirements and insulating values of OSHA, ANSI or other state or federal agencies. All equipment booms, bucket/bucket liners etc shall be tested yearly to insure the rated insulating value is upheld.
- 13.8 Adequate first aid supplies and work traffic signs shall be a part of the standard equipment of all vehicles.
- 13.9 All equipment with a drive train will have mud-grip or cleated tires on all axles that provide pulling power.
- 13.10 Each crew will have a working cell phone. These phones will be "Smart Phones" with data capability to be approved by JEA.

14 Crew Type Definitions

- 14.1 Crew types shall be established using personnel and equipment as listed below; however, lower or upper classifications may be utilized with the approval of JEA Representatives
- 14.2 The following is an estimated list of the crew types and the required personnel and equipment.
 - A. Distribution Trim Crew (overhang / capital) (3-5Crews)
 - 1 - Crew Leader
 - 2 - Assistants (as designated)
 - 1 - 60/70 Aerial Lift
 - 1 - Chipper Unit
 - 2 - Chain Saws (1 medium and 1 small)
 - 1 - Hydraulic Pole Saw
 - 1 - Leaf Blower
 - 2 - Sets climbing gear
 - B. Supervisor Crew ISA Certified Arborist (1- Crews)
 - 1 - Supervisor or Area Supervisor - Will supervise all the above crews
 - 1 - 4x4 ½ ton truck

15 Miscellaneous Maintenance

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

16 Equipment Specifications

- 16.1 60/70' AERIAL DUMP BODY UNIT - (Platform Height) upper and lower boom break over center, 12 cubic yard dump body, tool compartments, mounted on 2 1/2 ton chassis, trailer hitch, bucket connections for two hydraulic tools and appropriate holders, two hydraulic tools as specified, long reach pole saw, with full complement of tools that will include 2 sets of climbing gear.
- 16.2 60/70 AERIAL DUMP BODY UNIT 4X4 WITH WINCH - (Platform Height) upper and lower boom break over center, 12 cubic yard dump body, tool compartments, mounted on 2 1/2 ton 4X4 chassis, trailer hitch, front mounted 30,000lb winch, bucket connections for two hydraulic tools and appropriate holders, two

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- hydraulic tools as specified, long reach pole saw, with full complement of tools that will include 2 sets of climbing gear. NOTE: NO EXCEPTIONS ON WINCH
- 16.3 60/70 AERIAL UNIT 4X4 FLATBED WITH WINCH - (Platform Height) upper and lower boom break over center, tool compartments, mounted on 2 1/2 ton 4X4 chassis, trailer hitch, front mounted 30,000lb winch, bucket connections for two hydraulic tools and appropriate holders, two hydraulic tools as specified, long reach pole saw, with full complement of tools that will include 2 sets of climbing gear. NOTE: NO EXCEPTIONS ON WINCH
- 16.4 55' AERIAL DUMP BODY UNIT - (Platform Height) upper and lower boom break over center, 12 cubic yard dump body, tool compartments, mounted on 2 1/2 ton chassis, trailer hitch, bucket connections for two hydraulic tools and appropriate holders, two hydraulic tools as specified, long reach pole saw, long reach circle saw, with full complement of tools.
- 16.5 SPLIT DUMP TRUCK – CREW-CAB, 4-DOOR, 4x4 With Winch (Climbing Crew or Hand Crew) - Crew Cab, 4-door, 12 cubic yard hydraulic dump body, trailer hitch, tool compartments mounted on 2-ton 4x4 chassis, trailer hitch, front mounted 30,000lb winch, with full complement of tools. NO DOG BOX CAB
- 16.6 SPLIT DUMP TRUCK – NON-CREW CAB, 2-DOOR (Follow-up Truck) - 12 cubic yard hydraulic dump body, trailer hitch, tool compartments mounted on 2-ton chassis, with full complement of tools.
- 16.7 DISC BRUSH CHIPPER - 12' Cutter head minimum, trailer mounted, minimum 80 hp diesel engine, disc on ALL Unit (T&M) Crews.
- 16.8 LARGE DISC BRUSH CHIPPER - 19' Cutter head capacity minimum, dual vertical roller feed, trailer mounted, minimum 110 hp diesel engine, disc on ALL Ticket Crews. (example: Vermeer BC 1800)
- 16.9 GRAPPLE LOADER / Hydraulic Dump Truck - Ford F-800 or equivalent, dual rear axle, with dump body (minimum capacity twelve cubic yards), shall be fitted with a hydraulic Grapple loader (PRENTICE 2125 or larger), must be able to reach a minimum 20 ft. reach from side of truck, with full complement of tools.
- 16.10 CHAIN SAWS - Chainsaws: Small = 14" bar. Medium = 20" – 24" bar. Large = 28" bar. (Must maintain at least one three foot bar and chain on system).
- 16.11 Blower: Minimum 3.0 cu. in (44.0 cc), 180 MPH Velocity.
- 16.12 Gas powered pole pruner: 12' reach.
- 16.13 PICK-UP 3/4 TON, WITH STUMP GRINDER - F250 Crew-Cab/Extended Cab or equivalent, 4x4, Self-Propelled "Tracked" grinder capable of cutting 12" depth and 50" width, telescoping tongue, and minimum 60-horsepower engine, with full complement of tools. (example: Vermeer SC 60), 14' seven ton scissor lift dump trailer with full coverage tarp for transporting trees, ramps and with full complement of tools.
- 16.14 PICK-UP 1/2 TON, 4x4 - F150 or equivalent, 4x4, trailer hitch, equipped with full complement of tools. Each Supervisor truck will have a permanently mounted spot light. All supervisor or GF trucks will be equipped with 4 light strobe system, and a roof top mounted amber light.
- 16.15 PICK-UP 3/4 TON, 4x4, CREW CAB – Skidder Support, F250 or equivalent, 4x4, trailer hitch, toolbox with hand tools
- 16.16 PICK-UP 1/2 TON,, 4x4 - F150 or equivalent, 4x4, trailer hitch, toolbox, with full complement of tools.
- 16.17 TRACTOR 4X4, with transporter - Minimum Ford New Holland TB 120 tractor 4x4 or approved equal with truck and/or trailer for transporting, minimum 50-gallon diesel fuel tank for fueling equipment, with full complement of tools. Front mounted winch. Each side of Bat-Wing and winch will have a dedicated hydraulic valve. (minimum 3 valves)
- 16.18 (BROWN) TREE CUTTER - Heavy-duty Brown Tree Cutter, minimum 5' width.
- 16.19 BATWING MOWER - Heavy-duty 15' minimum Bat-Wing mower. This mower will be equipped with airplane floatation tires
- 16.20 75' JARRAFF (or equivalent) – TRACKED - Mechanized trimmer mounted on tracked type vehicle or approved equal, minimum 75' cutting height, 360 degree rotation, with truck and/or trailer for transporting, contractor can pay for transportation on an as needed basis in lieu of providing the transport truck/trailer. With full complement of tools.
- 16.21 75" JARRAFF (or equivalent) – RUBBER TIRED - Mechanized trimmer minimum 75' cutting height, 360 degree rotation, with truck and/or trailer for transporting, contractor can pay for transportation on an as needed basis in lieu of providing the transport truck/trailer. With full complement of tools.
- 16.22 ATV – Polaris Sportsman 500 (ATV) or Polaris Ranger 570 (RTV) (or Equivalent) capable of carrying personal and equipment through areas that trucks cannot reach.
- 16.23 SQUIRT BOOM – Ford F-550 4x4 (or Equivalent) with 40' reach bucket and utility bed with side bins. With Full Complement of Tools.

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- 16.24 BACKYARD BUCKET – Tracked backyard bucket with minimum reach of 40’ and trailer for transporting. With Full Complement of Tools.
- 16.25 FECON – Caterpillar 299D2 XHP 106 hp Tracked Skidsteer (or Equivalent) with enclosed cab and AC with minimum 60” working width mulching head. With truck and/or trailer for transporting, contractor can pay for transportation on an as needed basis in lieu of providing the transport truck/trailer.
- 16.26 STUMP GRINDER - Self-Propelled “Tracked” grinder capable of cutting 12” depth and 50” width, telescoping tongue, and minimum 60-horsepower engine, with full complement of tools. (example: Vermeer SC 60),
- 16.27 SPLIT DUMP TRUCK – CREW-CAB, 4-DOOR, (Climbing Crew or Hand Crew) - Crew Cab, 4-door, 12 cubic yard hydraulic dump body, trailer hitch, tool compartments mounted on 2-ton chassis, trailer hitch, with full complement of tools. NO DOG BOX CAB

COMPANY SHALL PROVIDE THE FOLLOWING EQUIPMENT FOR TRADES AND CREWS FOR JEA. EACH AGENCY MAY REQUEST A LESSER EQUIPMENT LIST.

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

STORM LIGHTS - The “On Call” General Foreman will supply a wireless remote magnetic Go Lite each week for the two “On Call” Storm Crews. These lights will be given to the crews at the beginning of the on call week before the first night.

ADDITIONAL EQUIPMENT - Any additional equipment not listed above will require a submitted specification and subsequent approval, before it can work on this Contract.

17 Management and Supervision

Contractor shall designate a solely dedicated General Foreman single point of contact to oversee the Work. This position will be based in Jacksonville and will only work on the JEA account unless mutually agreed by the T&D Preventative Maintenance Manager and Contractor. This General Foreman shall be an ISA Certified Arborist and a Certified Pesticide Applicator.

18 Miscellaneous Expenses

Any miscellaneous reimbursable expenses such as materials, herbicides, equipment rentals, specialized short term services from third party vendors, and JSEB reimbursement will be paid at the bid rate supplied by the Contractor. This bid mark-up rate will be used for all mark-up eligible expenses, and will be part of the matrix used to determine the successful bidder. Reimbursement for materials or services shall be the actual cost of the material or service to the Contractor plus a fixed mark-up (this mark up will be identified in the Bid Workbook). Approval to furnish any material or services must be obtained prior to the work being performed.

19 Holidays

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

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

These holidays will be non-billable to JEA unless crew personnel work on the holiday.

20 Working Hours

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

21 Overtime Work

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

- The total compensation will be Labor Rate X number of hours worked.
- Discount billing rates for equipment utilized over 40 hours shall apply.
- Hours worked on Sunday or on Contractor observed holidays will be billed at the overtime rate of time and one half.
- Double time rates will apply for excess hours beyond 16 hours in a 24 hour period.
- Contractor recognized holidays and previously scheduled vacation days will be considered time worked as it relates to the calculation of overtime.

A. Standby Crews

At JEA's discretion, Contractor shall establish a "Standby" system whereby two fully-staffed Unit Price Bucket Crews and Supervisor will be on call 24/7 in order to be available for after hours' emergencies. Contractor will rotate the crews and supervisor that are on standby. Contractor will supply a cell phone to all crew personnel on standby. JEA may, at any time, adjust the callout schedule to respond to any problems Contractor may have in providing crews in a timely manner. JEA will pay each crewmember and supervisor on standby at the rate of \$22.00 per day. The standby pay will be paid weekly to each crewmember and supervisor, which will be billed bi-weekly. JEA may adjust this rate at any time during the term of this contract.

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

B. Double Time

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

C. Rest Time

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

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

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time falling within their normally scheduled work day will be straight time. Any work time beyond their normally scheduled work day will be overtime.

Double time rates will apply if crew personnel are called back to work before the end of their 8 hour rest period.

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

22 Equipment Overtime Discount

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

Subtotal (B)	$\frac{(.10 \times \$1,200,000)}{\text{Subtotal (A) Section 1}}$	X	$\frac{.3648}{\% \text{ Discount}}$	=	$\frac{\$43,776}{\text{Potential Overtime Equipment Discount}}$
Total Section 1.	$\frac{\$1,200,000}{\text{Subtotal Section 1.}}$	-	$\frac{\$43,776}{\text{Potential Overtime Equipment Discount}}$	=	$\frac{\$1,156,224}{\text{TOTAL SECTION 1.}}$

23 Work Reports

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

Weekly Time Sheets: Form 1. The Contractor's Supervisor shall turn in a weekly time sheet of all work performed, crew hours worked by construction code, circuit and crew type to JEA. Contractor shall be prepared to initiate and use an email/ electronic based time sheet when JEA decides to utilize one.

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

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

Herbicide (Firm or T&M Personnel)	+\$1.50
ISA Certified Arborist (Firm or T&M Personnel)	+\$3.00
ISA Certified Tree Worker (Firm or T&M Personnel)	+\$2.00

A. There will be no stacking of ISA certifications for payment differentials.

24 Base Office, Storage Space and Telephone Facilities

JEA will provide an office space and telephone/fax for the Contractor's Supervisors. Field supervisors shall have a phone in each vehicle provided by the Contractor. The use of JEA's facilities, vacant properties, substation properties, or transmission right-of-ways by the Contractor for parking or storage of materials and equipment will not be permitted except by written permission from JEA.

25 Communication

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

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

26 Liquidated Damages

Contractor will have 30 days from JEA from issuance of the JEA Purchase Order Date to provide fifty (50%) percent of all required equipment and personnel. Contractor will then have 30 days after the first 30 days to provide the

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remaining fifty (50%) percent of required crews. A charge of \$500.00 per day will be incurred by the Contractor, in the form of Liquidated Damages, for failure to provide all required resources (equipment or personnel) by this contract. Contractor will be notified within 10 working days after Bid Opening as to the number and type of crews required. At any time during the term of this contract, JEA may request the Contractor to provide additional or reduced crews as determined by JEA.

Crew(s) on standby that fail to respond to an emergency within one hour of being paged will result in a charge of \$1,000.00 for each occurrence, in the form of Liquidated Damages. Fully staffed crew(s) will be at their trucks, ready to respond to system emergency, within one hour of page or call.

Falsification of timesheets will result in a charge of \$1,000.00 for each occurrence. Anytime that Contractor personnel and/or equipment are not doing productive work for JEA, it will be non-billable to JEA. Any person who violates this subsection after the first occurrence will be banned from JEA property. This subsection is written to address Contractor personnel that, while being paid by JEA, are involved in other activities not in JEA's best interest. Examples: Doing private tree work, "quick" trips for other Utility concerns, starting late, ending early, taking trucks to garage for repairs, fueling, etc.

At no time will any personnel be allowed to work on private tree work during their scheduled lunch break or at any time during working hours (6:30 am - 5:30 pm).

At no time will Contractor relocate any equipment and/or personnel off JEA's System without Manager of T&D Preventive Maintenance or designee approval (designee assigned by Manager of T&D Preventive Maintenance). If so, then JEA will consider this as a Work stoppage/slowdown. \$1000.00 per crew, per day off JEA's system. This line item includes Firm and T&M personnel and equipment.

Any truck not properly equipped with a working cell phone will incur Liquidated Damages of \$ 500.00 per truck/day while working on JEA's System.

Customer complaints due to debris being left without permission will result in Liquidated Damages of \$500.00 per complaint.

Contractor failure to notify JEA in writing, within 24 hours of any service disruptions will result in Liquidated Damages of \$500.00 per occurrence (such as Power, Water, Wastewater, CATV, and Phone).

Customer complaints due to gates being left open, unlocked, or locks bypassed will result in liquidated damages of \$100.00 per complaint.

Work not performed to specifications by Unit (T&M) crews shall be corrected at the Contractor's expense within fourteen (14) calendar days of receiving written notice from any JEA representative. Corrections not completed to JEA satisfaction within 14 days will be subject to liquidated damages in the amount of \$100.00 for each day until the issue is corrected.

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

**APPENDIX B
RESPONSE FORM**

097-18 VEGETATION MANAGEMENT - SUPPLEMENTAL SERVICES

COMPANY INFORMATION:

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

EMAIL OF CONTACT: _____

☐ **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".**

Company's Certification

By submitting this Proposal, the Proposer certifies that it has read and reviewed all of the documents pertaining to this ITN and agrees to abide by the terms and conditions set forth therein, 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 license for the work. The company certifies that its recent, current, and projected workload will not interfere with the company's ability to Work in a professional, diligent and timely manner.

The Proposer certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Proposer 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.

DESCRIPTION	TOTAL BID PRICE
Total Bid Price from the JEA Bid Workbook – 097-18 Vegetation Management - Supplemental Services (Enter the total from the Bid Workbook)	\$

We have received addenda _____ through _____

Signature of Authorize Officer of Company or Agent

Date

Printed Name & Title

Phone Number

Appendix C - FEMA Flowdown Terms and Conditions
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The following requirements for terms and conditions for FEMA grant and cooperative agreement programs reimbursement are incorporated, either by the base agreement terms and conditions complying with the C.F.R. referenced requirements or by the incorporation of the expanded definition provided in this Appendix C.

Definitions:

Subrecipient – JEA is considered a Subrecipient under FEMA requirements.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326.

1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60- 1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.

§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the

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- contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

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- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause: “Compliance with the Copeland “Anti-Kickback” Act
- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
 - (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
 - b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
 - c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
 - d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:
“Compliance with the Contract Work Hours and Safety Standards Act.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such

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sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act”

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension. Applicability:

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- a. This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ 1; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. §180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally-required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- f. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.

(2) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. **Changes.** To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.
- c. **Access to Records.** All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).
- d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

 - (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to

construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements. (To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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In the event JEA requires the services of external “Off System” line clearance forces in response to a weather event or any other significant disaster, JEA and (Contractor) agree to the following terms and conditions for the importation of restoration crews.

1. On System Crews: Crew equipment and personnel normally assigned to work on the JEA System are defined as “On System” crews. Labor and equipment rates for On System crews shall be billed at the current contract rates established for JEA and the Contractor. Equipment utilized and billed during normal conditions, but not utilized for storm restoration, shall be billed up to forty (40) hours per week. The standard normal working hours, overtime, double time, holidays, standby, and rest time shall be observed for On System crews.
2. Off System Crews: “Off System” crews include equipment and personnel that normally work for other utilities, but the Contractor has an active agreement with JEA. Labor and equipment rates for Off System crews shall be supplied by the Contractor in Appendix 1. Equipment or personnel left behind due to JEA crew and equipment specifications shall not be billed. The standard work day for Off System crews shall be billed at straight time rates for the first ten (10) hours each day, and overtime rates (time and one half) for any hours worked past ten (10) hours. When an employee exceeds forty (40) cumulative hours in a week (including hours worked on other properties and/or travel time) all additional hours shall be billed at overtime (time and one half). Hours worked Sunday or on Contractor observed holidays shall be billed at the overtime rate of time and one half.
3. Timesheets: Weekly timesheets shall be submitted during storm restoration. Beginning and ending times shall be for the Eastern Time zone. On System crews shall continue to use their standard JEA timesheet. Off System crews can submit timesheets in a different format, but shall include the following:
 - a. Week Ending Date
 - b. Daily Billable Labor Hours and Pay Rate by Crew Member Including Name
 - c. Daily Billable Equipment Hours and Pay Rate
 - d. Daily Mileage During Travel
 - e. Per diem Line Items if Applicable
 - f. Signed Itemized Receipts if Applicable
4. Travel Time: Billable time during travel for equipment and/or personnel begins when personnel are considered “on duty”. On duty begins when the crew is fully staffed and equipped and begins travel to or from the JEA service territory. Sleeping or scheduled rest periods shall not be considered on duty when traveling from or returning to the home utility or JEA. Timesheets covering travel periods shall reflect the billable time for each day for each person and piece of equipment.
 - a. Mileage and billable travel time shall be determined by using a publicly available web site based mapping service such as Google Maps or Bing. A print copy of these mapping and time estimates shall be included with the timesheets. An additional hour shall be added to this time estimate for each applicable meal (breakfast, lunch, or diner). Travel time may be impacted by traffic or other unavoidable circumstances. If billable time exceeds twenty percent (20%) of the web site estimate; a written justification shall need to be included with the timesheets.
 - b. Mileage rates for equipment shall be paid to Tier 1 and Tier 2 crews as supplied by the Contractor in Appendix 1.
5. Tier 1 Crews: Tier 1 off system tree crews originate within 250 miles of Jacksonville, Florida. Tier 1 off system crews shall not be paid a mobilization fee, but shall be paid per diem rates for meals. JEA approved per diem rates for meals are found in Appendix 2. Lodging expenses shall be reimbursed with no mark-up fees. Copies of receipts shall be submitted with weekly timesheets, and shall include the names of each room occupant.
6. Tier 2 Crews: Tier 2 off system tree crews originate from more than 250 miles from Jacksonville, Florida. Tier 2 off system crews shall be paid a mobilization fee as supplied by the Contractor in Appendix 1. Mobilization fees shall only be applicable to bucket or manual/climbing tree crews. Crews in cars or pick-up trucks shall not be applicable. Tier 2 crews shall not be reimbursed for lodging or meals when traveling from or returning to their home utility and JEA.

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7. Miscellaneous **Expenses:**

- a. Contractor shall be responsible for all other expenses incurred during travel in accordance with the JEA travel policy.
- b. Primary responsibility for vehicles and equipment belonging to the tree crews rests with the Contractor. However, these vehicles and equipment may be returned to one of the designated Staging Areas at the end of each day and refueled by JEA if deemed necessary to support the restoration effort. In addition, repair work for these vehicles and equipment may be provided by JEA if necessary. Charges for these services, including applicable taxes, shall be back-billed to the Contractor.
- c. Any miscellaneous expenses should always be based on prudent and sound business practices.

8. Standby and Staging: Depending on the severity of the event, JEA may elect to bring in crews prior to the storm to ensure that they are available for system restoration at the earliest opportunity.

- a. Per Diem shall be paid for meals for each person each day if crews are required to stage prior to arrival in Jacksonville. JEA's current per diem rates are per JEA's contractor travel policy.
- b. Lodging expenses shall be reimbursed in accordance with JEA's Contractor Travel Policy. Copies of receipts shall be submitted with weekly timesheets, and shall include the name of each room occupant.
- c. Personnel on standby or staging at a hotel, JEA staging area, or off system staging area may be considered billable for this standby time up to ten (10) hours per day. These ten (10) hours shall be straight time if forty (40) hours' time worked has not been reached for the week. These ten (10) hours include any already billable worked or travel time for that day, and is not in addition to already billable worked or travel time. Standby time ends once a crew is released from storm duty.
- d. In a severe event in which no hotel or suitable temporary lodging (tent city) is available; crew personnel required to sleep in their vehicles shall be billed at overtime (time and one half) for up to eight (8) hours per day after they have a minimum of ten (10) hours of billable worked, travel, or standby time. This combined time shall not exceed twenty-four (24) hours. Once suitable lodging is supplied by JEA this overtime shall not be permitted.

9. Meals: Any crews brought in for storm restoration shall be fed in the same manner as JEA crews. Tree crews should arrive prepared to be self-sufficient for the first three (3) days. If JEA is unable to provide meals; per diem rates in accordance with the JEA Contractor Policy shall apply. Once JEA is able to supply meals; per diem shall not be paid. If crew personnel are unable to obtain a JEA provided meal; meals shall be reimbursed only if receipts are submitted with weekly timesheets, and include the date, time, and listing of all personnel fed. This shall be a straight pass through expense with no mark-up.

10. Laundry: All tree crews from On System and Off System should be self-sufficient with clean clothing for the first five (5) days of storm restoration. Off system crews may need laundry service in less time due to travel. Laundry service shall be billable to JEA. The Contractor shall be responsible for coordination of this service.

11. Supervision: Supervision consisting of one billable General Foreperson shall be responsible for five (5) to seven (7) tree crews. Administrative supervision, Safety Supervisors, or Mechanics shall be non-billable and assigned at the discretion of the Contractor.

12. Roster: Prior to deployment Contractor shall supply JEA with a list of all personnel and their classification and equipment for each crew, and at least one contact phone number for each tree crew and each General Foreperson. This information shall include the Supervision for each crew. Contractor should have one point of contact to fill in a JEA supplied roster in excel format. This roster shall be supplied by JEA prior to tree crew deployment.

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13. Crew Composition: Due to the nature of the JEA electric system no manual or climbing crews shall be deployed for storm restoration unless specifically requested. This request and acknowledgement must be in writing (email).
- a. Bucket crews shall consist of two (2) or three (3) personnel based on their normal composition at their home utility. Composition shall include no more than one Foreman, a Trimmer, and/or a Ground Person and at least one (1) contact cell phone number for each crew.
 - b. Each bucket crew shall have a hydraulic pole saw. Each bucket, manual, or climbing crew shall have one (1) chainsaw for each person on the crew, and one (1) spare. A hand held gasoline powered pole saw may be used as a spare. Bucket and manual crews shall have at least one (1) big saw with a twenty-eight inch (28") bar, and no more than one (1) climbing saw with a fourteen inch (14") bar. Climbing crews shall have one big saw and at least one (1) climbing saw for each climber.
 - c. All crews shall have the basic industry standard compliment of tools consisting of push poles, pruner poles, hanger poles and extensions, ropes, cant hooks, etc.
 - d. All crew personnel shall arrive prepared to work inclement weather and night conditions. Raingear, spot lights, and flashlights are considered standard crew equipment and are expected to be in working order.
 - e. All safety equipment shall be on each crew prior to arrival. This safety equipment shall include, but not be limited to the following:
 - i. PPE basics: Hardhat, safety glasses, ear protection, work boots, gloves, first aid kits, etc.
 - ii. Traffic Control Tools: Safety vests, Men Working signs, Cones, Stop/Slow paddles, etc.