**1.1) Cover Page**

Solicitation
For Participation in

**B52-B53 HRSG Cleaning - FY27 Spring Maintenance Outage**

for
JEA
Jacksonville, FL

**Solicitation Number 1412235878**

**Mandatory Pre-Response Meeting via Microsoft Teams or Teleconference on November 17, 2026, at 10:30AM EST**

**Microsoft Teams Meeting**
**Join:** https://teams.microsoft.com/meet/2412816646138863?p=tiqxUDJGvqqWFwu19h
Meeting ID: 241 281 664 613 886 3
Passcode: YS6u9zJ7

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Need help? | System reference
**Dial in by phone**
+1 321-558-7338,,801836354# United States, Orlando
Find a local number
Phone conference ID: 801 836 354#

**Responses are due on December 16, 2026, by 12:00 PM EST**

All Responses shall be submitted through JEA's E-Procurement and Contract Management Portal which is provided by Zycus Supplier Network which can be accessed at https://zsn.zycus.com/guest. Instructions on how to login to Zycus is provided below in this Solicitation. **LATE RESPONSES MAY BE REJECTED.**

For more information please contact the JEA Buyer at:
Camie Evers, everca@jea.com

## 1.2) Scope of Work

The purpose of this solicitation is to evaluate and select a vendor to provide cleaning services to Units B52 and B53 finned-tube bundles in the HRSG, downstream of the Selective Catalytic Reduction (SCR) shall be cleaned by an acceptable method, described below, that shall not damage the equipment. Prior to starting work, the contractor shall inspect and note any damage to the HRSG and report it to the JEA project manager. The finned-tube bundles shall then be cleaned; the debris removed from the HRSG and properly disposed of.

Acceptable Cleaning Methods:

- Dry Ice Blasting
- Impulse Cleaning

A more detailed description of the Work is provided in the Technical Specifications included as an Exhibit to this Solicitation.

Capitalized terms used in this Solicitation without definition shall have the definitions given to them in Section 2 of this Solicitation.

## 1.3) Background

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida since 1895. In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is located in Jacksonville, Florida, where we proudly serve an estimated 541,076 electric, 407,161, water and 30,460 reuse water customers. JEA is Florida's largest community owned utility and the eighth largest municipal in the United States.

## 1.4) Invitation - Submitting a Response

Respondents that meet the Minimum Qualification stated herein are invited to submit a Response to this Solicitation to perform the Work. A complete copy of this Solicitation, the Technical Specifications, forms and all other documents referenced in this Solicitation are on JEA's E-Procurement and Contract Management Portal which is provided by Zycus Supplier Network which can be accessed at https://zsn.zycus.com/guest/genericRegister/JEA074. Instructions on how to login to Zycus is provided below in this Solicitation.

All Responses are due at the time indicated on the title page of this Solicitation. Section 1 of this Solicitation are the instructions for submitting a Response for this Solicitation. Section 2 of this Solicitation contain the definitions and commercial contract terms associated with this procurement.

A Contract will be presented to the Respondent awarded this Work and the Contract will incorporate by reference this entire Solicitation and all associated Addenda. A sample of the JEA Contract can be found on jea.com.

All documentation submitted with a Response must reference the Solicitation Title and Number stated herein. All Responses must be made on the appropriate forms and formats as specified by this Solicitation and uploaded to JEA's procurement platform.

All Responses should be delivered electronically to JEA via the Zycus platform. An automated, detailed auditing system provides sealed Response integrity. Responses remain sealed on the platform until the Close Date & Time (Due Date & Time).

A Respondent shall be solely responsible for timely delivery of its Response to the Zycus Supplier Network. Respondents are strongly encouraged to acquire log in credentials early as possible. Additionally Respondents are encouraged to submit Responses early to ensure uploading process goes smoothly**. If Respondent is not able to submit its Response via Zycus, then please email the Response to the JEA Buyer identified in the Section below titled "Questions".**

Responses are due by the time and on the date stated on the cover page of this Solicitation. **LATE RESPONSES MAY BE REJECTED.**

## 1.5) Zycus Instructions

I. How to Log Into Zycus

A. New Users – Zycus

1. New Users will need to register to login. Registration will require Company name, address, phone, contact, title, phone and email address. Also, it is recommended users use Google Chrome to access Zycus.

2. Note if the company is already doing business with JEA, you may find the company is already registered in Zycus. To find out if you are registered, try entering your email address in the New User Registration screen. If you receive a message stating "Email ID already registered", log in as an Existing User Log-in". If you don't know your password, enter your email address and click on "Forgot Password".

B. Existing Users or New Users with Previously Registered Emails

1. Once the user has a login on the sourcing platform select "Existing User Log-in", the user may navigate to the solicitation by selecting the icon for the applicable solicitation.

II. How to Submit a Response Using Zycus

1. Once logged in, users will see all JEA Sourcing Events, then select the applicable event.

2. Once in the Sourcing Event. The Sourcing Event has prompts for actions required to respond to the solicitation.

3. For the user to proceed to submit a Response to JEA using Zycus, the user will be required to provide its acceptance of the of the Zycus iSource Terms & Conditions associated with the work. Such Terms and Conditions may cover non-disclosure, safety, cyber security, Invitation for Bid contract terms, etc.

4. Once all terms are accepted, additional Solicitation information will be available for viewing and submitting a Response by selecting "Confirm Participation". JEA will then have a record indicating the company intends to submit a Response.

5. A user then can respond to each section of the Solicitation, once completed with each section, select "Save". Note each section has a red, yellow, green light code. Items will turn green once completed. Yellow and red lights mean there is additional action required. Users may also note under each tab, there are multiple questions to respond to, scroll down the list to ensure all questions are answered.

6. In most Solicitations, JEA will provide Technical Specifications, pricing tables in Excel which the user will need to download. Additionally, Excel pricing tables may need to be uploaded once completed to as part of the Response. Users can download the required attachments by selecting the "Buyers Attachments" icon.

7. Once the required forms are uploaded and saved, the section light will turn green. Once all sections are completed and green lighted, the User may select "Submit Response".

8. Once the user selects "Submit Response", the user will receive a "Success" pop-up when submitted.

9. Once submitted users may recall and modify submitted documentation and submit information until the Response Due Date and Time.

10. Zycus does not automatically transfer a pricing submission from the qualifying round into live auction setting for award consideration. Each user shall manually re-submit its qualifying Response into the live auction environment for consideration of award.

**1.6) Questions**

All Questions must be submitted in writing to the JEA Buyer listed herein at least five business days prior to the opening date. Questions received within five business days prior to the opening date may not be answered.

**1.7) Mandatory Pre-Response Meeting**

There may be an mandatory Pre-Response meeting associated with this Solicitation at the date and time listed on the cover page of this Solicitation. All interested Respondents are invited to attend the Pre-Response meeting. Those planning to attend the Microsoft Teams teleconference may email their name and contact information to the JEA Buyer listed herein at least 48 hours prior to the Pre-Response meeting to facilitate roll call. A Respondent must only sign in representing one company, unless otherwise agreed to by JEA in writing.

**1.8) Opening of Responses**

At the opening of Responses, a JEA representative will publicly open each Response that was received prior to the Date and Time, except for those Responses that have been properly withdrawn. JEA has the right to waive irregularities or informalities in the Responses to the extent allowable under applicable laws.

**1.9) Minimum Qualifications**

Respondent must meet the following Minimum Qualifications to be considered eligible to have its Response evaluated by JEA. Respondent must complete and submit the Minimum Qualification Form provided in this Solicitation. Respondents that are working or have worked for JEA in the past 2 years involving similar work must submit JEA as a reference. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated below.

JEA may reject Responses from Respondents not meeting all of the following Minimum Qualifications:

I. Respondent must not be on the State of Florida Convicted Vendor List, State of Florida's Suspended Vendor List, the City of Jacksonville's Disqualified Vendor List, have their bidding privileges actively suspended by JEA, been debarred by JEA, or have had a contract with JEA was terminated for default within the last two (2) years.

II. Respondent must have successfully completed at least three (3) similar projects using the approved cleaning method they are proposing to be used on JEA BBGS HSRGs within the past three (3) years, by bid due date. Any projects completed for JEA must be included and will count as a similar project no matter the cost. References for each project shall be submitted with the bids.

III. Respondent shall comply with the technical and commercial specifications for this solicitation.

**1.10) Number of Contracts to be Awarded**

JEA intends to Award one (1) Contract for the Work. JEA reserves the right to Award more than one Contract based on certain groupings of the Work items, or JEA may exclude certain Work items, if JEA determines that it is in its best interest.

**1.11) Insurance Requirements**

Prior to JEA issuing a Purchase Order to the Company to begin the Work, the Company shall submit a certificate of insurance (COI) that is in compliance with amounts and requirements as indicated in this Solicitation. Note that the COI shall specifically indicate JEA as additional insured on all required insurance except Worker's Compensation and Professional Liability (if applicable). Furthermore, waiver of subrogation must be provided for all required insurance in favor of JEA, including its board members, officers, employees, agents, successors, and assigns.

**1.12) Liquidated Damages In Contract**

The Contract issued pursuant to this Solicitation contains liquidated damages tied to project completion deadlines. The Respondent should review the specific time frames and liquidated damage amounts prior to submitting its Response.

**1.13) Jacksonville Small and Emerging Business (JSEB) Participation Goal**

For more information regarding the JSEB program should be addressed to the following contact: Bill Hickey, JEA Manager, Supplier Diversity Programs and Procurement Services hickwj@jea.com or jsebprogram@jea.com

**1.14) Basis of Award – Lowest Bid**

JEA will Award a Contract to the responsive and responsible Respondent whose Response meets or exceeds the Minimum Qualifications set forth in this Solicitation, and the Respondent's price represents the lowest cost to JEA.

JEA will use the Respondent's Total Bid Price stated on the Response Form when making price comparisons for Award purposes.

**1.15) Evaluation Methodology - Competitive Sealed Bidding**

The Respondent shall submit its sealed Response to this Solicitation no later than the due date and time indicated on the cover page of this Solicitation. At the public opening of the Responses, the Responses from all Respondents will be publicly announced. After the public opening, JEA will subsequently review Responses to determine if they meet the Minimum Qualifications as stated in this Solicitation. JEA will Award the Contract to the lowest responsive and responsible Respondent whose price meets or exceeds the Minimum Qualifications, and whose Response Price represents the lowest cost to JEA.

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

**1.16) Safety Qualification Requirement**

Respondent shall be in compliance with JEA's Contractor Safety Management Process policy. JEA may reject the company's Response and proceed to Award to the next responsive and responsible Respondent if not in compliance.

JEA Safety information is available online at http://www.jea.com/About/Procurement/Contractor_Safety under Contractor Safety Management Process. It is the Respondent's responsibility to ensure it is following the JEA Safety policy. A list of the JEA's Safety Qualified vendors can be found on https://www.jea.com/About/Procurement/Contractor_Safety/. For additional information, contact Jim Fisher at (904) 229-5045 or Curtis Stothers at (904) 665-7736.

Each Company once awarded a JEA Contract is required to provide regular and continuing training for their employees. Such training shall not be charged to JEA as a separate billable fee. Company (including General / Prime Contractors) will also monitor the training activities of Subcontractors under their direction. All training outside of JEA specific training must meet OSHA requirements. Company employees working on JEA projects or sites shall receive JEA Safety Orientation and JEA Site-Specific Training before beginning work.

**1.17) Subcontractors Use for the Performance of the Work**

The Respondent must list the names of the major Subcontractors that it intends to use for this Work, unless the Work will be self-performed by the Respondent. The Subcontractors must be listed on the Subcontractors Form which is available at jea.com. Failure to submit this form with the Response may result in rejection of Respondent's Response. The Respondent shall not use Subcontractors other than those shown on the Subcontractor Form unless it shows good cause and obtains the JEA Representative's prior written consent.

If the Respondent plans to use Subcontractors to perform over 50% of the Work, the Respondent shall obtain JEA's approval at least five days prior to the Response Due Date. Failure to obtain JEA approval may result in rejection of the Respondent's Response.

**1.18) Shipping, Freight, And Travel – DDP Destination**

The Respondent shall include the price for travel, shipment of materials and equipment in its pricing shown on its Response unless otherwise stated herein. The shipment of all materials shall be DDP Destination.

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

**1.19) Required Forms to be Submitted**

The following forms must be completed and submitted to JEA at the timeframes stated below. The Respondent can obtain the required forms, other than the Minimum Qualification Form, Response Form and Response Workbook, by downloading them from JEA.com.

A. The following forms are required to be submitted with the Response:

I. Response Form – This form can be found in Appendix B of this Solicitation
II. Minimum Qualifications Form – This form can be found in Appendix B of this Solicitation

III. List of JSEB Certified Firms (if any)
IV. Subcontractor Form (if any). However, if the following Subcontractors are utilized to perform this Work, they shall be listed on the referenced Subcontractor Form: a. Electrical, b. Plumbing, c. HVAC, d. Instrument and controls (I&C), e. Equipment Suppliers (i.e., pumps, fans, etc..), f. Material Suppliers, g. Roofing, h. Fuel, I. Mechanical Engineer, j. Fire Protection, h. etc.

If the above listed forms are not submitted with the Response by the Response Due Time and Date, JEA may reject the Response.

B. JEA also requests the following documents to be submitted prior to Contract execution. A Response will not be rejected if these forms are not submitted at the Response Due Date and Time. However, failure to submit these documents prior to Contract execution could result in Response rejection.

I. Conflict of Interest Certificate Form - This form can be found at JEA.com
II. Insurance certificate
III. W-9
IV. Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
V. Any technical submittals as requires by the Technical Specifications

**1.20) Addenda Issuance**

JEA may issue Addenda prior to the opening of Responses to change or clarify the intent of this Solicitation. The Respondent is responsible for ensuring it has received all Addenda prior to submitting its Response and must acknowledge receipt of all Addenda by completing the Confirmation of Receipt of Addenda. JEA will post Addenda when issued online at JEA.com. Companies must obtain Addenda from the JEA.com website. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response.

**1.21) Contract Execution and Start of Work**

Within 30 days from the date of Award, JEA will present the successful Respondent with the Contract. Unless expressly waived by JEA, the successful Respondent must execute a Contract for the Work within 10 days after receiving the Contract from JEA. If the Respondent fails to execute the Contract or associated documents as required, JEA may cancel the Award with no further liability to the Respondent and retain any bid security or bond.
Upon JEA's receipt of the executed Contract, certificate of insurance, and recorded Payment and Performance bonds (if applicable), JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Response and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO.
For Construction Services: In the event that JEA intends to authorize the successful Respondent to proceed with administrative work only, or with only a portion of the Work, then the PO shall state the specific limitations of such authorization and JEA will issue a separate written Notice to Proceed to authorize the Respondent to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Respondent shall ensure that it is prepared to begin Field Work upon receipt of Notice to Proceed. Any Work performed outside of this partial authorization shall be at the Respondent's risk and JEA shall have no obligation to pay for such Work.

**1.22) Ex Parte Communication**

Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between any officers, employees or other representatives of Respondent and a JEA representative during the time in which the Solicitation is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of the Solicitation in which a company becomes privy to information not available to the other Respondents. Social contact between companies and JEA Representatives should be kept to an absolute minimum during the Solicitation process.

**Ex Parte Communication is strictly prohibited**. Failure to adhere to this policy will disqualify the noncompliant Respondent. Any questions or clarifications concerning this Solicitation must be sent in writing via email to the JEA Buyer at least five business days prior to the opening date. If JEA determines that a question should be answered or a requirement should be clarified, JEA will issue an Addendum to the Solicitation.

**1.23) Conflict of Interest**

This conflict of interest policy applies to all JEA construction projects ("Project"). Any company bidding the construction phase of a Project cannot at the time of Response/bid submittal, be affiliated with or have any direct or indirect ownership interest in the architect/engineer ("Designer") of record. The company will also be prohibited from bidding if the Designer has any direct or indirect ownership interest in the Contractor. Should JEA erroneously award a contract in violation of this policy, JEA may terminate the contract at any time with no liability to company, and company shall be liable to JEA for all damages, including but not limited to the costs to rebid the Project. The purpose of this policy is to encourage bidding and eliminate any actual or perceived advantage that one Respondent may have over another.

**1.24) Certifications and Representations of the Company**

By signing and submitting its Response, the Respondent certifies and represents as follows:

A. That the individual signing the Response is duly authorized to contractually bind the Respondent to the terms and conditions of this Solicitation and the Contract. Respondent shall provide satisfactory evidence of such authority within three days of JEA's request.

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

C. That, if successful, the Respondent will be registered to conduct business in the State of Florida and in active status with the Florida Division of Corporations at the time of execution of a Contract.

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

**1.25) Ethics**

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

The Respondent shall submit only one Response to this Solicitation. If JEA has reasonable cause to believe the Respondent has submitted more than one Response for the same Work, other than as a Subcontractor or sub-supplier, JEA shall disqualify the Response and may pursue debarment actions.

The Respondent shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, in Respondent or its Response by completing and submitting the Conflict of Interest Certificate Form available at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Response. If JEA has reason to believe that collusion exists among the Respondents, JEA shall reject any and all Responses from such Respondents and will proceed to debar the Respondents from future JEA Awards in accordance with the JEA Procurement Code.

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

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or

agent active in management of the Respondent listed on the Convicted Vendor list for any transaction exceeding $35,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

JEA shall also reject any Responses from any persons or affiliates that are listed on State of Florida's Suspended Vendor List, the City of Jacksonville's Disqualified Vendor List, JEA's Suspended Vendors list, or have had a contract with JEA terminated for default within the last two (2) years.

**1.26) JEA Publications**

Applicable JEA publications are available at jea.com.

**1.27) Mathematical Errors**

In the event of a mathematical error in calculation of the prices entered on the Response, the Unit Prices will prevail. The corrected price utilizing the Unit Prices quoted by Respondent will be used to determine if the Company is awarded a Contract for the Work and the corrected pricing will be used throughout the Term.

**1.28) Modification or Withdrawal of Responses**

The Respondent may modify or withdraw its Response at any time prior to the Response Due Date and Time by giving written notice to JEA's Chief Procurement Officer by submitting an updated Response. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Response Due Date and Time. The Respondent may not modify or withdraw its Response for a period of 90 days following the opening of Responses.

**1.29) Notice of Prohibition Against Considering Social, Political, or Ideological Interests**

Pursuant to Section 287.0501, Florida Statutes, JEA may not:

(i) Request documentation of or consider a vendor's social, political, or ideological interests when determining whether a vendor is a responsible vendor; or

(ii) Give preference to a vendor based on the vendor's social, political, or ideological interests.

**1.30) Prohibition Against Contingent Fees**

The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Respondent, or an independent sales representative under contract with the Respondent, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, or other individual, other than a bona fide employee working solely for the Respondent, or an independent sale representative under contract with the Respondent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or the Contract. If a breach or violation of the provisions occurs, JEA shall have the right to terminate the Contract without liability, and at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**1.31) Protest of Solicitation and Award Process**

Any protests regarding this Solicitation must be filed in writing and in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at www.jea.com.

**1.32) Availability Of Response After Opening**

In accordance with the Florida Public Records Law, Florida Statutes, Chapter 119, copies of all Responses are available for public inspection thirty (30) days after the opening of Responses or on the date of Award announcement, whichever is earlier. Respondents may review opened Responses once they are available for public inspection by contacting the designated JEA Buyer or JEA's Public Records custodian whose contact information can be found at jea.com. JEA will post a summary of the Response results immediately after the Response opening.

**1.33) Reservation of Rights of JEA**

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

JEA reserves the right to reject all Responses, and to waive informalities if JEA deems such action to be in its best interest. JEA may reject any Responses that it deems incomplete or irregular including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices if Unit Prices

are required, Responses that offer equal items when the option to do so has not been stated, and Responses that fail to include a Bid Bond, where one is required.

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

JEA reserves the right to cancel or change the date and time announced for opening of Responses at any time prior to the time announced for the opening of Responses. JEA may Award the Contract in whole or in part. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

**1.34) Sunshine Law**

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provides a broad definition of public records. JEA is subject to these laws and related statutes ("Florida's Public Records Laws"). All Responses to this Solicitation or RFI are public record and available for public inspection unless specifically exempt by law.

If a Respondent believes that any portion of the documents, data or records submitted in response to this Solicitation or RFI are exempt from Florida's Public Records Law, Respondent must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its Response (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this Solicitation or RFI and Respondent's name, and shall be clearly labeled "Redacted Copy." Respondent should only redact those portions of records that Respondent claims are specifically exempt from the Florida Public Records Laws. If Respondent fails to submit a redacted copy of information it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for such information.

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Respondent that such an assertion has been made. It is Respondent's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Respondent's redacted information under legal process. JEA shall give Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Respondent shall be responsible for defending its determination that the redacted portions of its Response are not subject to disclosure.

By submitting a Response to this Solicitation or RFI, Respondent agrees to protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from it relating to Respondent's determination that the redacted portions of its Response to this Solicitation or RFI are not subject to disclosure.

## IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**JEA**
**Attn: Public Records**
**225 North Pearl Street**
**Jacksonville, FL 32202**
**Ph: 904-665-8606**
**publicrecords@jea.com**

**1.35) Scrutinized Companies**

Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:
(1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
(2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, contractor:
i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
ii. Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, Florida Statutes, JEA may terminate this Contract at JEA's option if this Contract is for goods or services in an amount of one million dollars or more and the Company:
(1) Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
(2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes;
(3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(b), Florida Statutes, JEA may terminate this Contract at JEA'S option if this Contract is for goods and services of any amount and Company:
(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or
(2) Is engaged in a boycott of Israel.

**1.36) Defined Terms**

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

## 2) Contract Terms and Conditions

**2.1) Definitions**

Capitalized words and terms used in this Solicitation shall have the meaning given to them in this Section 2. The Technical Specifications to this Solicitation may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this Solicitation or the Contract Documents, definitions set forth in Technical Specifications shall apply only within the Technical Specifications.

**2.2) Acceptance**

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

**2.3) Addendum/Addenda**

An amendment to the Solicitation which is issued by JEA before the Response Due Date and Time.

**2.4) Administrative Work**

Actions primarily performed in an office environment and associated with preparing to perform or administer the Work including, but not limited to, preparing Work schedules, obtaining bonds, executing Contracts, securing resources and other actions specified in the Solicitation, or otherwise prudent to ensure a timely, safe and otherwise compliant start and performance of Field Work. Administrative Work is not performed at the Work Location.

**2.5) Contract Document Terms and Conditions**

Section 2 of this Solicitation contains JEA's general terms and conditions that will govern the Contract awarded under this Solicitation. The Contract Documents will incorporate by reference all of the terms and conditions of this Solicitation, including all Technical Specifications, Appendices, Exhibits, Schedules and Forms included with this Solicitation. An example of the Contract that the Company will be required to execute is available for review at jea.com.

**2.6) Application for Payment**

The form required for payment which shall include all items required pursuant to the contract for the payment to be processed by JEA. Such form shall require the Contractor expressly state that the Contractor has fulfilled all obligations for the previous payments issued to the Contractor, including payment for subcontractors and materials. The Application for Payment includes all forms and supporting documentation as required by the Contract documents.

**2.7) Award**

The written approval of the Contract by JEA's Awards Committee and Chief Executive Officer.

**2.8) Change Order**

A written order issued by JEA after execution of the Contract, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the maximum indebtedness shown in the Contract. A Change Order that involves a material change to the Contract may require a Contract Amendment.

**2.9) Company**

The legal person, firm, corporation or any other entity with whom JEA executes the Contract.

**2.10) Company Representative**

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

**2.11) Company Supervisor**

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

**2.12) Contract**

The written agreement executed by JEA and the Company which describes the rights and obligations of JEA and the Company with respect to the Work and incorporates all of the Contract Documents.

**2.13) Contract Amendment**

A written document signed by JEA and the Company issued after the execution of the Contract which authorizes an addition, deletion or revision of the Scope of Work, or the Contract Price, the Term or any other provision of the Contract.

**2.14) Contract Documents**

Contract Documents means the executed Contract, this Solicitation, all documents required by or submitted in connection with this Solicitation or the Contract, and any written Change Orders, contract amendments and Purchase Orders executed by JEA.

**2.15) Contract Price**

The total amount payable by JEA to the Company during the Term in accordance with the terms and conditions of the Contract.

**2.16) Contract Time**

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

**2.17) Customer Service Plan**

The Company's plan to achieve customer satisfaction requirements as determined by JEA and JEA Project Outreach, which shall include, as a minimum, the name and office phone number, cell phone number, email address, Nextel Direct Connect number, and fax number of Company's Customer Service Representative, a detailed flow chart on how the Company will handle customer concerns, preemptive customer satisfaction control measures (such as door hangers

provided by JEA, and neighborhood meetings in conjunction with JEA staff) and a plan to reduce the number of customer concerns surrounding construction Work addressing, as a minimum, the construction practices that will eliminate damage to customers' property including, but not limited to, cracked driveways, tire ruts in customers' yards, blocking customers' access to driveways, cutting customers' services during tie-in, excessive noise from construction equipment, and elimination of dust during construction Work.

**2.18) Defect**

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

**2.19) Environmental Regulations**

All laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Work Location is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over JEA, the Work Location, or the use of the Work Location, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials (as defined in this Contract) into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

**2.20) Equal Item**

A schematic display of the sequential and logical relationship of all activities that comprise the Work. Using a combination of duration, early and late start dates, and early and late finish dates, a critical path is established as the path of interdependent activities that must be sequentially performed and that require a longer total time to perform than any other such series. CPM Schedules suitable for use on this Contract use GANNT Precedence formats.

**2.21) Field Work**

Actions associated with meeting the requirements of the Contract other than Administrative Work. Field Work is primarily performed at the Work Location.

**2.22) Final Completion**

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

**2.23) Final Payment**

The final payment for all Work performed. The Final Payment shall not be made until the Company has complied with all the Contract requirements, and provided as necessary close-out documents as contained in the Contract.

**2.24) Holidays**

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day. If a Holidays falls on a weekend, the Holiday is the day that JEA observes the Holiday.

**2.25) Hazardous Materials**

Any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. '9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. '6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. '2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Licensed Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Licensed Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes

or threatens to cause a nuisance on the Licensed Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Licensed Property or adjacent property; or (C) which, if it emanated or migrated from the Licensed Property, could constitute a trespass.

**2.26) Invoice**

A document seeking payment to the Company from JEA for all or a portion of the Work, in accordance with the Contract Documents.

**2.27) JEA**

JEA, a body politic and corporate, which is authorized to own, manage and operate for the benefit of the City of Jacksonville a utilities system within and without the City of Jacksonville.

**2.28) JEA Engineer**

The individual assigned by JEA (either an employee or a third party) to provide licensing, engineering, design review, and/or construction management including, but not limited to, overseeing and resolving engineering/design issues, conveying JEA's instructions to the Company and enforcing the faithful performance of the Work. The JEA Engineer's authority includes interpreting the technical portion of the Contract Documents, deciding on matters relating to the execution and progress of the Work and evaluating the Company's performance. The JEA Engineer may stop the Work when deemed necessary by JEA. The JEA Engineer will receive and adjudicate any claim of ambiguity or error in the technical portion of the Contract Documents and shall reduce any determination to writing, and the decision shall be final and binding. The JEA Engineer is not a party to the Contract. The JEA Engineer has no authority to approve changes to the Work or Contract, or to commit JEA to any expenditure of money except as expressly designated in writing by the JEA Project Manager.

**2.29) JEA Inspector**

The individual(s) or company(ies) designated by the JEA Project Manager to inspect and test the Company's performance and Contract compliance including materials, workmanship, safety, environmental compliance, JSEB compliance, project controls, administration and accounting, and other aspects of Contract compliance. The JEA Inspector has no authority to approve changes to the Work or Contract, or to commit JEA to any expenditure of money except as expressly designated in writing by the JEA Project Manager.

**2.30) JEA Project Manager**

The individual assigned by JEA to have authority to administer the Contract, including the authority to issue Change Orders.

**2.31) JSEB**

The City of Jacksonville Small and Emerging Business Enterprises as defined in Chapter 126, Part 6 of the City of Jacksonville, Ordinance Code, as may be amended from time to time.

**2.32) Lump Sum Bulk Bid Price**

The total amount payable to the Company under the Contract Documents for performing the bulk bid Work.

**2.33) Milestone**

A point in time representing a key or important intermediate event in the Work. A Milestone is to be capable of validation by meeting all of the items prescribed in a defining checklist as agreed to in writing by JEA.

**2.34) Notice to Proceed**

The written notice, duly authorized and delivered by JEA that authorizes the Company to begin the Work. The Notice to Proceed is normally issued in the form of a Purchase Order, unless otherwise specified in the Contract Documents.

**2.35) Overtime**

Work approved in writing by the JEA Project Manager that is required to be performed beyond an employee's scheduled workday or work week, including Work performed on Holidays.

**2.36) Payment and Performance Bond**

The common-law Performance Bond and the statutory Payment Bond contemplated by Section 255.05, Florida Statutes in the form required by JEA.

**2.37) Pre-Work Meeting**
A meeting conducted after Award and prior to the start of any Field Work between JEA and the Company. The purpose of the meeting may include, but is not limited to orientation, schedule, certification and permitting, and other preparatory or Work execution details

**2.38) Performance - Meets Expectations**
The Company averages more than 2.9 and less than 4.0 across all performance scorecard evaluation metrics.

**2.39) Performance - Below Expectations**
The Company averages less than 2.80 across all scorecard evaluation metrics or scores a 2 or less on an individual evaluation metric.

**2.40) Performance - Exceeds Expectations**
The Company averages 4.0 or more across all scorecard evaluation metrics.

**2.41) Purchase Order (PO)**
A commercial document issued by JEA, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA. Sending a PO to a Company constitutes a legal offer to buy products or services. The words "Purchase Order" are clearly marked across the top, a PO number is used for reference and invoicing purposes, includes an authorized JEA signature, and states the dollar amount of the lawfully appropriated funds.

**2.42) Quality Assurance**
Actions that JEA takes to assess the Company's performance under the Contract.

**2.43) Quality Control**
Actions that JEA takes to assess the Company's performance under the Contract.

**2.44) Response**
The document describing the Company's offer submitted in response to this Solicitation.

**2.45) Respondent**
The respondent to this Solicitation.

**2.46) Schedule**
All documentation related to the planning and scheduling of the Work as described in these Terms and Conditions.

**2.47) Shop Drawings**
Drawings, electronic and hard copy, that detail the fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and method of construction as may be required to show the JEA Engineer that the proposed materials, equipment or systems and the position thereof are in compliance with the requirements of the Contract Documents.

**2.48) Solicitation**
All documents issued by JEA to solicit Responses from Respondents including, but not limited to, all documents required to be submitted by a Respondent in connection with this Solicitation, the Technical Specifications, and any Addenda to the Solicitation issued by JEA.

**2.49) Subcontractor**
A legal person, firm, corporation or any other entity that provides a portion of the Work to JEA on behalf of the Company, or provides supplies or materials in connection with the Work.

**2.50) Substantial Completion**

The time when JEA determines that the Work (or a specified part thereof) is substantially complete, in accordance with the Contract Documents. Additionally, all work other than incidental corrective and incidental punch list work items shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required regulatory permits and approvals have not been issued, or if all vehicular and pedestrian traffic routes affected by the Work have not been restored. The date of Substantial Completion shall be established in writing by JEA. Recognition of the Work as Substantially Complete, as evidenced by issuance of a Certificate of Substantial Completion, does not represent JEA's Acceptance of the Work.

**2.51) Supplemental Work Authorization**

A written order, issued at the sole discretion of the JEA Representative, which incorporates cost or schedule changes into the Contract. The SWA shall be used for increases or decreases in the Contract Price within the SWA amount set forth on the Bid Form, or to make changes in the schedule for performance of the Work, or to authorize the Company to perform changes in the Work.

**2.52) Task Order**

A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents.

**2.53) Term**

The period of time during which the Contract is in force.

**2.54) Unit Price**

The Company charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work or Services as defined on this Solicitation.

**2.55) Work**

Any and all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and other deliverables to be furnished or performed by the Company under the Contract, together with any and all additional such deliverables that are not specifically provided in the Contract, but can be reasonably inferred as necessary to complete the Company's obligations under the Contract.

**2.56) Work Location**

Work shall be performed at the following location(s): SEE TECHNICAL SPECIFICATIONS

**2.57) Order of Precedence**

The Contract shall consist of all of the following documents which, to the extent of any conflict, shall have priority in the order listed below:

I. Contract Amendments
II. Executed Contract Documents
III. Addenda
IV. This Solicitation, including all Appendices, Exhibits and Attachments to this Solicitation
V. Company's Response
VI. JEA's Purchase Order

**2.58) Start and Completion of Work**

After the Contract is executed by both parties, the Company shall begin Work within ten (10) days from the date of receipt of JEA's written Notice to Proceed, and shall complete the Work by the date set forth in the Contract Documents. The Company further understands and agrees that time is of essence and should the Company fail to complete the Work on or before the completion dates established in the Contract, the Company may be responsible for additional costs, such as Liquidated Damages, pursuant to the Contract.

**2.59) Payment Method - Quotation of Rates w/Monthly invoicing options/Task Authorization**

The Company shall submit to JEA a monthly Application for Payment that details the Work completed during that month. The Company shall request payment in accordance with the amounts/percentages set forth on the Schedule of

Values that the Company submitted prior to the start of the Work. The Schedule of Values is defined as an itemized list that establishes the value of each part of the Work for a stipulated price and for major lump sum items in a unit price contract. JEA will determine, either by measurement or approximation, the final quantities incorporated into the Work under items for which Unit Prices are established in the Contract Documents. JEA's determination as to the quantity of the Work successfully completed shall be final.

**2.60) Price Adjustment**

Contract rates (also referred to herein as "Unit Prices") will remain fixed through the first year (1) year of the Contract. Thereafter, the Company may request a Consumer Price Index ("CPI") adjustment annually thereafter. Only the Unit Prices for labor and equipment will be subject to price adjustment.

Each request for a price adjustment, after the first (1) year of the Contract, must be made within thirty (30) days prior to each Anniversary Date.

When a timely price adjustment request is received, JEA will recognize the price adjustment within thirty (30) days after to the Anniversary Date. No retroactive price adjustments will be allowed.

Price Adjustment shall be capped at 3% annually.

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index, for All items in South urban, all urban consumers, not seasonally adjusted - CUUR0300SA0 published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted mean average change for the previous twelve (12) months of the Company's written CPI adjustment request is received by JEA.

The calculation for the Base Date index, shall be unadjusted mean average index for the previous twelve (12) months of the Effective Date of the Contract.

In the event the applicable price index publication ceases, the Company and JEA shall mutually agree on a replacement price adjustment index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate for convenience on the next Anniversary Date. Additionally, should the applicable index deviate from market for the services or goods that are being provided, JEA in its sole discretion, may approve a request to change the applicable index and determine the method for the application of the price adjustment change.

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JEA also reserves the right to decrease the Unit Prices on the Anniversary Date if justified by the CPI.

**2.61) Invoicing, Payment Terms and Retainage**

Each month during the Term of the Contract, the Company shall submit to JEA an Invoice for all Work completed during the preceding month. Invoices shall be submitted to the following email address: ACCTPAYCUSTSRV@JEA.COM . If the Company does not have email capability, the Company shall mail hard copies to: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.

JEA will pay the Company the amount requested within thirty (30) calendar days after the date of receipt of a proper Invoice.

JEA may reject any Invoice within 20 calendar days after receipt. JEA will return the Invoice to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice, JEA will pay the Company the revised amount within ten (10) days.
JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents. As security for the proper performance of the Work, JEA may deduct five percent (5%) retainage, or such other amount allowable pursuant to Florida law, from the amount stipulated in the Invoice or Application for Payment.
All Invoices must include at a minimum the following items:

I. The Company's name and address,
II. JEA Contract Number
III. JEA Purchase Order Number
IV. A description of the products or services rendered,
V. The amount payable,
VI. The Unit Price or applicable hourly fee,
VII. Any associated JSEB forms, and any other supporting documentation required by the Contract Documents or by JEA to evidence the payments requested in the Invoice

If applicable, the additional backup documentation is also required with each Invoice using JEA approved forms:

I. Cover sheet with signatures, and “this period” financial information.
II. Updated Schedule of Values
III. Updated Allowance Usage Log
IV. Updated Stored Material Worksheet
V. Updated Critical Path Method (“CPM”) schedule with narrative report
VI. Marked up redline drawings
VII. Supplier invoices for material stored during period
VIII. Insurance certificates for material stored off-site
IX. Updated maintenance logs for any equipment delivered but not placed into service
X. JSEB Monthly Spend Report
XI. Updated construction cash flow
XII. Consent of Surety - required on final Invoice

**2.62) JEA Contractor Travel Policy**

To the extent the Company's fees include reimbursement for travel and travel related expenses, only the authorized expenses described here in will be reimbursed. The Company must request approval in writing from the JEA Project Manager for all travel for a specific person on official JEA business prior to commencement of travel. JEA will only reimburse the Company for actual cost of travel expenses that are documented with receipts submitted with the expense statement (the "Traveler"). The Traveler shall choose the most economical means of transportation, considering the nature of the business, the Traveler's time, cost of transportation, meals, lodging and incidental expenses required. Reimbursement shall be made only for travel performed over usually regularly traveled routes to the destination. When travel is by indirect route for the Traveler’s own convenience, reimbursement for expenses shall be based only on such charges as would have been incurred over the usually traveled route.

**Authorized Expenses:**

**Airplane**

Travel by common carrier will only be reimbursed at the coach/economy fare rate purchased.

A copy of the Traveler's air itinerary showing the cost of the coach/economy fare must be submitted along with the expense statements. The Traveler is encouraged to select the most economical published fare. A round-trip coach/economy fare greater than $1,500 must be pre-approved by JEA.

**Private Automobiles**

If the total miles from point of origin to destination exceeds 400 miles one way, the mileage reimbursement for use of a private motor vehicle shall be limited to the lesser of:

I. IRS rate per mile (current mileage rate can be found on the IRS website) or
II. the lowest airline common carrier coach/economy fare to the nearest airport plus the cost of other means of transportation from the airport to the destination.

If travel is by private automobile, reimbursement shall be based on the IRS authorized mileage rate in existence at the time of travel. All mileage shall be completed from the constructive point of origin to the point of destination. Vicinity mileage incurred while driving on official business may also be reimbursed. No other reimbursement for expenses related to the operation, maintenance and ownership of a vehicle shall be allowed when a private motor vehicle is used on public business.

**Car Rental**
Rental cars may be used only if taxis or other means of transportation are less economical or otherwise impractical.

JEA has contracts with AVIS, Budget and Enterprise/National for car rentals and must be used where available. For reservations:

I. AVIS
   A. https://www.carrental.com/abgPartners/sof/
   B. 800-652-7900
   C. Discount Code: B113410

II. Budget
   A. https://www.carrental.com/abgPartners/sof/
   B. 800-214-6094
   C. Discount Code: B113410

III. Enterprise/National
   A. https://elink.enterprise.com/en/23/08/jea.html
   B. Account Number: XZ78612

Every effort shall be made to coordinate travel so that Travelers share a rental car and thereby eliminate multiple cars at the same location. Travelers must use the intermediate or standard class (or subordinate) of vehicles unless the number of passengers or the volume of equipment makes the intermediate/standard class impractical or if health or physical need requires a larger vehicle. A business justification for upgrades noting such must be included in the travel pre-approval. Personal accident insurance purchased by the traveler will not be reimbursed by JEA.

A receipt of itemized rental car charges must be obtained and submitted with the travel reimbursement claim.

**Lodging**
Reimbursement will be made for the cost of reasonably required overnight lodging when a Traveler is required to be away from his/her place of residence on behalf of JEA business. Travelers shall select lodging that is the most economical available, consistent with the duties being performed. Travelers will be reimbursed for a single room rate; double occupancy rates may be obtained if two Travelers share a room.

Travelers must document all lodging expenses with itemized statement and paid receipt from lodging facility. A receipt of itemized lodging expenses must be obtained and submitted with your travel reimbursement claim. Personal expenses such as entertainment, in-room movies, in-room concessions (i.e., mini-bar charges) and other personal charges will not be reimbursed.

**Meals**
Reimbursement is authorized for meals for all travelers while in a business travel status at the following fixed subsistence / per diem rates, or, at the traveler's option, at the amount submitted, not to exceed the following fixed maximum subsistence rates, but in any case, only when travel begins before and extends beyond the times specified:

I. Breakfast - when Travel Time begins before 6:00 a.m. and extends beyond 8:00 a.m. The JEA breakfast per diem maximum is $20.
II. Lunch - when Travel Time begins before 12:00 noon and extends beyond 2:00 p.m. The JEA lunch per diem maximum is $25.
III. Dinner - when Travel Time begins before 6:00 p.m. and extends beyond 8:00 p.m. The JEA dinner per diem maximum is $35.
IV. International Travel - for travel outside of the United States, the per diem rate is doubled to $100 per day.

**Incidental Transportation Expenses**

The following expenses incidental to transportation of the Traveler may be reimbursed:

I. Taxi fare

II. Ferry fares, bridge, road and tunnel tolls

III. Storage and parking fees

a). Valet parking may be selected when there is not a more economical means of parking or where less economical options present a safety concern. A business justification for the use of valet parking must be provided in the reimbursement claim.

b). One of the long-term (non-valet) airport parking options (vs. hourly parking) must be utilized for approved travel greater than 24 hours.

IV. Communication expenses such as business telephone expenses and daily internet/wireless access to conduct JEA business or to inform family members or caretakers of travel delays.

V. Reasonable gratuities for services incurred at a cost (not to exceed 20% of the cost of the service or to exceed the total subsistence allowance in the case of meals).

VI. Reasonable gratuities for services incurred without a cost (limited to $10 per day) (receipt not required, but service justification must be indicated).

**2.63) JSEB -Invoicing and Payment**

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the payment terms for participating JSEB firms shall be the same or better than the payment terms the Company receives from JEA, except that in all cases JSEB firms shall be allowed to submit invoices to the Company at least bimonthly, and the Company shall pay proper invoices no later than 3 days after its receipt of JEA payment. The Company shall obtain written approval from the JEA Project Manager and JEA Manager Supplier Diversity Programs prior to withholding any payment from JSEB firm.

The Company will be required to self-report all payments made to the JSEB certified firms. The payment data will be entered into the B2Gnow JSEB Compliance & Diversity Outreach System (JCDOS) located at the following website: https://jea.gob2g.com/. This system tracks contract payments made by the Company to any subcontractor (i.e. JSEB or Diverse Business), the timeliness of those payments and the payments JEA makes to the Company.

The Company is required to submit the monthly payments made to the JSEB certified firms by the audit date of the 30th of each month, for the life of the contract and respond to any requests for information within the B2Gnow JSEB Compliance & Diversity Outreach System (JCDOS). The JCDOS must be checked frequently.

The Company and JSEB certified firms will be provided with access information for the JCDOS post the contract award. B2Gnow provides vendor training, and additional information can be obtained by contacting JEA's Manager Supplier Diversity Programs.

**2.64) Prompt Payment to Subcontractors, Sub-Subcontractors and Suppliers**

When the Company receives payment from JEA for labor, services or materials furnished by Subcontractors and suppliers that are hired by the Company, the Company shall remit payment due (less proper retainage) to those Subcontractors and suppliers within 10 days after the Company's receipt of payment from JEA. Nothing herein shall prohibit the Company from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its Subcontractors and suppliers. In the event of such dispute, the Company may withhold the disputed portion of any such payment only after the Company has provided written notice to JEA and to the Subcontractor and supplier whose payment is in dispute, stating the amount in dispute and specifically describing the actions required to cure the dispute. The Company shall deliver such notice to JEA and to the said Subcontractor or supplier within 10 days following the Company's receipt of payment from JEA. The Company shall pay all undisputed amounts due within the time frames specified herein. JEA shall not be liable for fees incurred by the Company as a result of late payments made to a subcontractor or supplier.

The prompt payment requirements herein shall, in no way, create any contractual relationship or obligation between JEA and any Subcontractor, supplier, JSEB, or any third-party, nor create any JEA liability for the Company's failure to make timely payments as required. The Company's failure to comply with the prompt payment requirements, however, shall constitute a material breach of its contractual obligations to JEA. As a result of such breach, JEA, without waiving any other available remedy it may have against the Company, may issue joint checks and charge the

Company a 0.2% daily late payment interest charge or charges as specified within the Florida Statutes, whichever is greater.

**2.65) Certificate of Contract Completion and Final Payment**

Company shall complete and submit to JEA the Certificate of Contract Completion, which can be found on jea.com, as notice that the Work, including the correction of all deficiencies outlined in the Punchlist, are complete.

By submitting the certificate, the Company certifies the following:

1. the Work, including all Punchlist items, has been satisfactorily completed; and
2. no liens have attached against the property and improvements of JEA; and
3. no notice of intention to claim liens are outstanding; and
4. no suits are pending by reason of the Work; and
5. all workers' compensation claims known to the Company have been reported to JEA; and
6. the surety provides a release; and
7. all warranties, equipment manuals and other documentation have been provided; and
8. no public liability claims are pending.

The Company shall submit its final Invoice with the completed Certificate of Contract Completion. JEA shall make Final Payment in accordance with the Contract. Final Payment includes payment of any retainage held.

**2.66) Cost Savings Plan**

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

**2.67) Discount Pricing**

JEA offers any or all of the following optional payment terms, one of which may be elected at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

I. -1% 20, net 30
II. -2% 10, net 30

The Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until acceptance by JEA in writing. All payment dates are calculated from the date of receipt of a proper Invoice by JEA's Accounts Payable department.

**2.68) Offsets**

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

**2.69) Taxes**

JEA is municipally owned utility and is exempt from paying Florida Sales and Use Tax, and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption. Additionally, pursuant to Florida Statute 212.08(5) (c) 3, if Company or Subcontractor is buying materials for JEA's electric generating stations, other than Northside Unit 3, JEA can issue the Company or Subcontractor an affidavit that will allow Company or Subcontractor to purchase materials tax free on behalf of JEA.

**2.70) Tariffs and Duties**

**Existing Tariffs:** Unless otherwise expressly stated in this Contract, the Company represents that all prices, rates, and charges set forth in this Contract are inclusive of all import/export duties, tariffs, and other similar taxes or levies ("Tariffs") applicable to the goods, materials, equipment, or services to be provided hereunder, which are known and

in effect as of the Effective Date of this Contract. The Company shall be responsible for the payment of all such existing Tariffs.

**New or Changed Tariffs:** In the event that subsequent to the Effective Date of this Contract, any new Tariffs are imposed, or existing Tariffs are changed (including increases, decreases, or eliminations), by any governmental authority, which directly and demonstrably impact the Company's costs for goods, materials, or equipment essential for the performance of this Contract, the following provisions shall apply:

(a) **Notification:** The Company seeking a price adjustment due to new or changed Tariffs (the "Requesting Party") shall promptly notify JEA in writing (the "Responding Party") of such new or changed Tariff and its anticipated impact on costs. Such notification shall be provided no later than 30 days after the Requesting Party becomes aware of the new or changed Tariff.

(b) **Documentation and Verification:** The Requesting Party shall provide the Responding Party with verifiable documentation demonstrating the direct impact of the new or changed Tariff on its costs under this Agreement. This may include, but is not limited to, supplier invoices, official government notices of Tariff changes, and calculations showing the cost differential. The Responding Party shall have the right to reasonably audit such documentation.

(c) **Negotiation and Equitable Adjustment:** Upon receipt and verification of the documentation, JEA and Company shall negotiate in good faith to reach a mutually agreeable equitable adjustment to the relevant prices, rates, or charges set forth in this Contract to account for the demonstrated direct impact of the new or changed Tariff. Any such adjustment shall be limited to the actual, direct, and unavoidable cost increase or decrease incurred by the Company

(d) **Limitations:** Any price adjustment under this Section shall not exceed **the published tariff contained in the US Government's Harmonized Tariff Schedule (HTS) assigned to the affected item.** or a total contract price cap, unless otherwise mutually agreed in writing. Adjustments shall only apply to Tariffs directly impacting goods, materials, or equipment incorporated into the Work or services provided after the effective date of the new or changed Tariff.

(e) **Benefit of Reductions:** Should any Tariffs existing at the Effective Date, or imposed thereafter, be reduced or eliminated, resulting in a demonstrable decrease in the Contractor's costs for goods, materials, or equipment essential for the performance of this Agreement, the benefit of such reduction shall be passed through to JEA via an equitable downward adjustment to the relevant prices, rates, or charges, following a similar notification and verification process as outlined above.

(f) **Separate Line Item for Tariffs:** Unless otherwise negotiated, notwithstanding the inclusion of existing Tariffs in the agreed-upon prices as per Section title "Existing Tariffs", any Tariffs applicable to an invoice shall be listed as a separate line item on that invoice. This separate listing will clearly indicate the amount of the Tariff, allowing for its easy identification and potential removal or adjustment as agreed upon by the Parties pursuant to the Section titled "New or Changed Tariffs". The cost of the goods, materials, equipment, or services shall be listed separately from the Tariff amount.

**2.71) Work Information**

In the event the Company requires additional information regarding the scope, technical specifications, Work Locations, personnel requirements, or other information pertinent to the Work or Contract, the Company shall request such information or clarifications from the JEA Project Manager in writing.

**2.72) Quantities**

Where the total on the Company's Response was based on estimated quantities, prior to making final payment, JEA will determine actual quantities using sampling, surveying and other industry recognized means and prepare a Change Order adjusting the Contract Price to reflect actual volumes.

The Company shall immediately notify the JEA Project Manager in writing of any unauthorized change in the scope of the Work or significant change in the quantities of the Work that may increase the Contract Price, require an extension of Work schedule, or negatively impact permitting or other regulatory requirements.

**2.73) Company's Request for a Change to the Work or Schedule**

To request any change in the Work including, but not limited to, changes in scope, quantities, price, or schedule, the Company shall submit a written request in the form of a Request for Information ("RFI") to the JEA Project Manager within ten (10) business days from the date that the event that prompted the change was discovered or should have been discovered. The RFI shall contain sufficient information regarding the nature of the requested change, including an itemized estimate of cost, either positive or negative, in relation to the change, and any effect on contract time which is related to the changed condition, and work descriptions and other information necessary to evaluate the

merits of the change. The JEA Project Manager may reject RFI's which do not provide sufficient supporting information. Upon receipt of the Company's RFI, the JEA Project Manager will provide written direction as to the procedures that will be used to address the request. JEA shall have the right to approve or disapprove any RFI, request or claim for change as it deems necessary and in its best interests consistent with the other Contract requirements. Where JEA and the Company are unable to reach a mutually acceptable resolution for the RFI, JEA will make a commercially reasonable determination which shall be final.

**2.74) Change of Lump Sum Bulk Bid Price**

All duties, responsibilities and obligations assigned to or undertaken by the Company in performing the Work described in the Contract shall be at the Company's expense without change to the Lump Sum for Complete Scope of Work as indicated on Exhibit A/Bid Form (hereinafter referred to as "Lump Sum Bulk Bid Price").

If the Company is entitled by the Contract Documents to make a claim for an increase in the Lump Sum Bulk Bid Price, the Company shall make such claim in writing, delivered to JEA within 10 business days of the occurrence of the event giving rise to the claim.

In all claims for adjustments in the Lump Sum Bulk Bid Price, JEA's determination shall be final. Any change in the Lump Sum Bulk Bid Price resulting from such claim shall only be made by a JEA Change Order.
In the event that Unit Prices or labor, equipment and materials (L.E.M.) rates contained in the Contract Documents are applicable to the value of any Work associated with a claim for increase or decrease in the Lump Sum Bulk Bid Price, the change shall be documented in a JEA Change Order and the change amount shall be determined in one of the following ways:

I. Unit Prices Established by JEA Third Party Contracts: Where the quantities of the claim are covered by established Unit Prices contained in third party JEA Unit Price Contracts, the Unit Prices and L.E.M. rates contained in these contracts will be applied to the quantities stated in Company's claim.
II. Unit Prices Not Established: In the event that Unit Prices or L.E.M. rates are not applicable to Company's claim, the Company shall submit an itemized breakdown of costs, in the form prescribed by JEA, for each of the subcontracts involved and for the Company's cost, the change shall be documented in a JEA Change Order, and the change amount shall be ultimately determined by JEA in one of the following ways:
    A. by mutual acceptance of the lump sum amount; or
    B. by actual cost and a mutually acceptable fixed amount for overhead and profit.

Estimated quantities will be adjusted to final quantities prior to Final Payment. JEA will compute the final quantities of JEA Change Order based upon measurements or surveys provided by JEA.

**2.75) Initiation of a Change by JEA**

When it is in JEA's best interest, the JEA Project Manager may request that the Company provide pricing information to accommodate a requested change in the Work, including a change to the scope of Work, quantity, schedule or completion date. Upon the written request by JEA, the Company shall submit a cost estimate, including all pricing elements requested by JEA. The Company shall not proceed with any changes to the Work until such change is authorized in writing.

**2.76) Effectiveness of a Change Order**

Any change in the Contract resulting from the RFI will be incorporated into the Contract through the use of a Change Order, Supplemental Work Authorization or Purchase Order. Whether requested by the Company, claimed by the Company, or contemplated by JEA, no change shall be authorized and effective unless made through an approved Supplemental Work Authorization (SWA) or on a JEA Change Order signed by the JEA Project Manager or through a formal written amendment to this Contract. All Work defined on Change Orders shall be subject to the conditions of the Contract, unless specifically noted on the Change Order.

**2.77) Warranty**

Unless otherwise stated herein, the Company unconditionally warrants to JEA for a period of not less than 2 years from the date of issuance of the Certificate of Substantial Completion, that all Work furnished under the Contract, including but not limited to, materials, equipment, workmanship, and intellectual property, including derivative works will be:

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

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

If the Company performs services that fail to conform to such standards and regulations or to the warranties set forth in the first paragraph of this Section, the Company shall make the necessary corrections at Company's expense. JEA may correct any services to comply with standards and regulations at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time after notice of the Defect from JEA.

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

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

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

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

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

Note that JEA intends to perform a warranty inspection prior to the expiration of the warranty period. JEA will notify the Company and the Company Representative shall attend the inspection. All discrepancies identified at said inspection shall be corrected by the Company within a reasonable timeframe.

**2.78) Performance of the Work**

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

**2.79) Indemnification**

The Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of the Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in the Contract.

**2.80) Environmental Indemnification**

The Company shall hold harmless and indemnify JEA, including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Company's or other Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Company or any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Company or any Party. JEA will be entitled to control any remedial action, any proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract

**2.81) Insurance**

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

Workers' Compensation
Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) $1,000,000 each accident (Employer's Liability).

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

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

Excess or Umbrella Liability
(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: $1,000,000 each occurrence and annual aggregate.

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

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under the Contract, certificates evidencing the maintenance of the insurance shall be uploaded to JEA's ISupplier Portal which can be found at iSupplier Procurement and Accounts Payable Portal | JEA

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

It shall be the sole responsibility of Company to ensure that any Subcontractors performing work for Company are properly insured against any claim, action, loss, damage, injury, liability, cost and expense (including, but not by way of limitation, reasonable attorney's fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Subcontractors.

**2.82) Title and Risk of Loss**

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

**2.83) Suspension of Work**

JEA may suspend the performance of the Work, in whole or in part, by providing Company with five days' prior written notice of such suspension. In the event of a suspension of Work, the Company shall resume performance of the Work when and to the extent directed in writing to do so by JEA.

Suspension of Work shall not affect any other rights or remedies JEA may have under this Solicitation and the Contract.

**2.84) Acceptance of Work - Receipt, Inspection, Usage and Testing**

The JEA Project Manager will make the determination when Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing, and after adequate time to ensure Work is performed in accordance with Contract Documents. JEA will reject any items delivered by Company that are not in accordance with the Contract, and shall not be deemed to have accepted any items until JEA has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the items has become apparent. JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Acceptance by JEA, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

**2.85) Delay in Acceptance**

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

**2.86) Delays**

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

**2.87) No Damage for Delay**

Damage, loss, expense or delay incurred or experienced by the Company in the prosecution of the Work by reason of unforeseen circumstances, unanticipated difficulties and obstructions, bad weather, or other mischances that are

generally considered to be a part of the usual hazards associated with Work, shall be borne entirely by the Company and shall not be the subject of any claim for additional compensation or change in Approved Schedule.

The Company agrees that its sole remedy for any claims, damages or losses related to any delay, disruption or hindrance alleged to be caused by JEA or any of JEA's agents or other contractors, shall be an extension of the Contract completion date.

Any demand for equitable time adjustment must be served in writing to JEA within five days of the event giving rise to the delay, disruption or hindrance. Any request for an equitable time adjustment shall be accompanied by a logical time impact analysis, demonstrating the nature and magnitude of the event to the critical path.

Failure to strictly comply with these requirements shall be deemed a waiver of any right to seek equitable time adjustment.

In the event the "no damage for delay" clause is inapplicable, there shall be no recovery for home office overhead and any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

**2.88) Force Majeure**

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

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

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

**2.89) Unforeseen Conditions**

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

In the event that the Work must be changed due to the Company's failure to fulfill the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition. In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed in a Change Order or an amendment to the Contract executed by JEA and Company. Any Work the Company performs prior to receipt of such Change Order or approved Contract amendment will be at the Company's sole risk.

**2.90) Term of Contract**

The Contract shall commence on the effective date of the Contract and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein until project completion.

The Contract shall be contingent upon the existence of lawfully appropriated funds for the Contract. Certain provisions of the Contract may extend past termination including, but not limited to, Warranty and Indemnification provisions.

**2.91) Termination for Default (No Bond)**

JEA may terminate the Contract for default upon written notice to the Company if any of the following occurs (each, an "Event of Default"):

1. The Company assigns or subcontracts the Work without JEA's prior written consent;
2. Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
3. A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
4. The Company makes an assignment for the benefit of creditors;
5. The Company suspends the operation of a substantial portion of its business;
6. The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the schedule for the Work, or the Company abandons the whole or any part of the Work;
7. The Company breaches or fails to comply with any of the conditions or provisions of the Contract Documents, and, if such breach or failure is capable of cure, Company does not cure the breach or failure within 15 days after receipt of written notice from JEA;
8. The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
9. The Company has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector;
10. The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to JEA; or

11. Any material adverse change in the financial or business condition of the Company.

If, within fifteen (15) days after service of such notice to discontinue or notice to cure upon the Company, an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work or the material breach has not been remedied, JEA may declare the Company to be in default and terminate the Contract.

This Section shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity. Further, the rights and remedies available to JEA are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

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

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

If, after an Event of Default, it is determined that an Event of Default did not occur, or that the default was excusable, the rights and obligations of the parties shall be the same as if JEA had terminated the Contract for convenience.

**2.92) Termination for Convenience**

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

In the event of termination for convenience, JEA will pay the Company for all Work performed by the Company prior to the termination date.

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

JEA shall have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, or any resulting change in business condition.

**2.93) Actions After Termination**

Immediately upon termination or expiration of this Contracts, Company must return to JEA all materials, documents and things used by Company and belonging to JEA, including proposals, computer files, borrower files, building keys, and any other property or information regarding continued business compliance or goodwill, whether in electronic or hard-copy form.

Furthermore, upon JEA's request, Company shall certify in writing that all of the foregoing documents or materials, including archival or backup copies, whether in electronic or hard-copy form, have been returned to JEA, deleted from any computer system, or otherwise destroyed.

**2.94) Self Help**

Within thirty (30) business days after being notified by JEA in writing of defective work, unacceptable work or failure to perform any portion of the work required by this Contract, if the Company fails to correct such work or perform such work, JEA may cause the unacceptable or defective work to be corrected or perform the work. If JEA undertakes to correct the work or perform the services, JEA shall be entitled to set off against and deduct from any monies due, or which may become due to the Company, the reasonable cost incurred by JEA. If the corrective work or services cannot reasonably be completed within such thirty (30) business day period, and the Company immediately begins corrective work or services, and JEA reasonably determines that the Company is diligently pursing completion of such corrective work or services, JEA agrees to allow the Company to complete correction of the defective or unacceptable work or perform services within a reasonable period of time.

If the Company fails to reimburse monies due to a subcontractor in accordance with the timelines provided in the Florida Prompt Payment Act, after determining the Company's negligence, JEA reserves the right to reimburse the subcontractor and set off against and withhold such monies from payments due to the Company.
All costs and expenses incurred by JEA pursuant to this Section shall be deducted by JEA from monies due, or which may become due, to the Company for performance of the work or services and its obligations herein.
This provision is cumulative to all other provisions of the Contract and it is not intended that any deductions in payment taken pursuant to this Section shall diminish or waive JEA's right to declare the Company in default in accordance with applicable provisions of the Contract or to exercise any other right or remedy available to JEA.

**2.95) Data Obligations at Termination or Suspension of Contract**

In the event of the Contract expiration or termination, the Company shall implement an orderly return of JEA's data in a mutually agreeable format at a time agreed to by JEA and the Company, or upon JEA's request, the Company shall secure the disposal of all JEA data. During any period of service suspension, the Company shall not take any action to intentionally erase any JEA data or its customers. In the event of termination of any services or the Contract in its entirety, the Company shall not take any action intentionally to erase any data of JEA or its customers except as mutually agreed upon in writing by the Company and JEA. Upon JEA request, the Company shall securely dispose of all request data in all its forms.

**2.96) Company Representatives**

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

**2.97) Company Review of Project Requirements**

The Company shall review all requirements and specifications prior to commencing Work. The Company represents that its total Response Price and the schedule for the execution of the Work are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

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

**2.98) Coordination of Services Provided by JEA**

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

**2.99) Work Schedules**

The Approved Schedule is referenced in the Technical Specifications attached to this Solicitation. If no schedule is provided, then the established schedule is based on working five (5) days per week, single shift, eight (8) hours per day or four (4) days per week, single shift, ten (10) hours per day. JEA may require the Company to base its schedule on an accelerated Work schedule or multiple shifts. The Company shall not schedule work on Holidays without obtaining prior written approval from JEA

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

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

**2.100) Unauthorized Work**

JEA will consider any Work performed beyond the lines and grades shown on the Contract or as given, or any extra Work performed without written authority or consent by JEA, JEA will not pay the Company for such Work. If so ordered by the JEA Project Manager, the Company shall remove such unauthorized Work and properly replace and repair as necessary at the Company's own expense.

**2.101) Vendor Performance Evaluations**

**Use of Vendor Performance Evaluation Scorecards**

JEA may evaluate the Company's performance using the Vendor Performance Scorecard templates which are available online at jea.com. However, JEA is not required to use scorecards to terminate a contract.

When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.
Vendors are scored on a scale from 1 to 5:
5 - Far Exceeds Expectations
4 - Exceeds Expectations
3 - Meets Expectations
2 - Below Expectations
1 - Far Below Expectations

The Scorecard averages all the scores for each criterion. If a Vendor scores a 3 or higher, they are considered to at least Meet Expectations.

**Frequency of Evaluations**
JEA may conduct performance evaluations and prepare scorecards at any time during performance of the Work or soon after the completion of the Work. JEA may conduct one or more evaluations determined solely at the discretion of JEA.

**Scoring -Meets Expectations**
JEA expects the Company's performance to be at a minimum evaluated as “Meets Expectations”.

**Scoring - Below Expectations**
If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Below Expectations or Far Below Expectations, the Project Manager may first meet with the Company and issue a deadline for the Company to be back in compliance with the Contract.

If the Company fails to achieve Contract compliance, the Chief Procurement Officer or her designated alternate may meet with the Company to review the scorecard and/or send a Notice to Cure letter to the Company describing the deficient performance. The Company shall respond as requested and shall also include in its response a statement of the timeframes and specific actions that the Company will take to bring the Company's performance up to at least Meets Expectations.

The Company's performance may again be evaluated by the JEA Project Manager and if the Company is evaluated as at least Meets Expectations, no further remedial action is required by the Company, as long as Company's performance continues to be at Meets Expectations.
If the scorecard shows the Company's performance is Below Expectations or Far Below Expectations, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, invoking the Self Help clause, and other remedies available in the JEA Procurement Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving a Below Expectations scorecard, JEA may choose to slow down or accelerate these cycles at its sole discretion.

If the Company receives five or more letters of performance deficiency within any 12-month period, then JEA will consider suspending the Company’s JEA bidding privileges.

**Disputes**
In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than 10 days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final.

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

**2.102) Obligations of the Company & Subcontractor Supervision**
The Company shall provide everything necessary to successfully complete the Work except the materials and services specifically stated in the Contract to be provided by JEA. No payments, other than those shown in the Company's Response, will be made to the Company for performance of any requirements of the Contract Documents. The Company shall perform all Work in accordance with the Contract Documents and the applicable JEA standards manuals, safety manuals, policies, accepted commercial work practices, local, state, and federal, rules regulations and laws which may be amended from time to time. The Company shall provide all permits, certifications, insurances, and bonds necessary or required by good practice, except where specifically stated in the Contract to be provided by JEA.

The Company's personnel shall perform all Work in a professional, efficient, and competent manner. The Company is obligated to provide personnel possessing the skills, certifications, licenses, training, tools, demeanor, motivation, and attitude to successfully complete the Work. The Company is obligated to remove individuals from performing Work under this Contract when the Company recognizes an individual to not be working in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined an individual or group of individuals to not be working in a manner consistent with the requirements of this Contract. The Company is obligated to ensure that their officers and executives interact with JEA, JEA customers, whether direct or indirect customers of JEA, with the utmost level of professionalism and integrity.

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

The Company is obligated to ensure that sufficient supervision of the Work is provided. This includes ensuring that the appropriate Company Representative is at the Work Location when Work is being performed.

The Company shall bear sole responsibility for the efficiency, adequacy and safety of the performance of the Work, including temporary Work and facilities, until Acceptance. The Company shall be solely responsible for any loss or damage to materials, tools, labor, and equipment used during the performance of, or in connection with, the Work. Any JEA verbal comments or approval regarding the Company's performance, materials, working force, or equipment will not relieve the Company of any responsibility.

**2.103) Qualifications of Employees, Subcontractors, and Agents**
All employees, subcontractors and agents of the Company performing work under the Contract shall be properly trained and qualified. Upon request, Company shall furnish a copy of a technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of JEA and with all controlling laws and regulations relevant to the services they are providing under the Contract.

The Company shall take all actions necessary to ensure that the Company's employees, subcontractors and agents are not considered employees of JEA. Such actions include, but are not limited to, ensuring that Company's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than JEA.

**2.104) JEA Access Badges**
If the Work requires an individual to access JEA's facilities or properties, the Project Manager or other JEA Representative will determine whether or not such individual must have a JEA access badge prior to accessing JEA facilities or properties. This determination will be made based upon the business need and in accordance with JEA's applicable security policies and procedures. In no event shall individuals share JEA access badges.

Individuals issued an access badge must adhere to all of JEA's security badge usage policies and procedures. Violation of the provisions of this Section or any of JEA's security policies may result in immediate termination of the Contract.

In particular, JEA shall be notified within 24 hours of a lost or stolen JEA access badge or when an individual leaves the Company or any subcontractor. The Company will bear any costs associated with issuance, and production, of any lost or stolen JEA access badge. The Company is required to report all badge loss, or termination, notifications to the JEA Representative and JEA Security. JEA Security can be contacted at (904) 665-8200 and security@jea.com. Failure to make the reports required in this paragraph may result in significant regulatory fines and penalties. The Company shall be responsible for all such costs and JEA shall have the right to immediately terminate the Contract.

The provisions in this Section shall apply to Company's Subcontractors and agents performing any of the Work and shall be included in Company's contracts with its Subcontractors for any part of the Work.

Additionally, JEA sites located on JAXPORT or designated in a Maritime Security (MARSEC) area require Company's personnel and Subcontractors to obtain a valid Transportation Workers Identification Credential (TWIC) at the expense of the Company prior to any work performed. JEA does not provide escort services to these types of areas.

**2.105) Background Checks and Other Security Policies**

At its own expense, the Company shall conduct appropriate background checks on all Company and subcontractor personnel who require physical access to any JEA facility or property to perform work at a JEA site or have access to JEA computer systems. The requirement to conduct appropriate background checks applies to all Company personnel and personnel employed by its subcontractors, regardless of whether an individual will be issued a JEA physical-access badge. The Company must ensure that each background investigation confirms that the individual has not been arrested for, is not awaiting final disposition of, and has not been found guilty, regardless of adjudication, of any felony offense or any misdemeanor involving theft, assault, battery, or indecent exposure.
At a minimum, the background-screening process shall include:

I. Social Security number trace;
II. Criminal-record searches based on a minimum seven-year residential history, where available, including applicant-provided addresses and addresses identified through the Social Security number trace;
III. Statewide criminal search;
IV. County criminal search;
V. Federal criminal search;
VI. National criminal database search; and
VII. National Sex Offender Registry search.

The Company must complete the required background screening before an employee provides services or performs any work for JEA. JEA reserves the right to audit the Company's background-screening process to verify compliance with JEA standards. If the Company discovers that an individual assigned to JEA has an undisclosed felony or misdemeanor conviction, it must promptly notify JEA. An individual who incurs a felony conviction or a misdemeanor conviction involving theft, assault, battery, or indecent exposure while assigned to JEA shall be removed from the JEA assignment. For all other misdemeanor convictions, the Company shall evaluate the circumstances, date, nature, severity, and relevance of the conviction to the individual's job duties to determine whether removal from the JEA assignment is appropriate.

**2.106) Data Ownership, Protection and Location**

JEA shall own all right, title and interest in all data of JEA and JEA's customers that is related to the Work. The Company shall only access JEA's data and JEA's customers' accounts and data if (i) required to provide the Work, (ii) required in response to service or technical issues, (iii) required by the express terms of the Contract, or (iv) at JEA's written request. Protection of personal privacy and data shall be an integral part of the Work to ensure that there is no inappropriate or unauthorized use of data of JEA or JEA's customers at any time.

The Company shall safeguard the confidentiality, integrity, and availability of all data of JEA and its customers and comply with the following:

The Company shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against the unauthorized access, disclosure or theft of Personal Data or Non-Public Data. For the purposes of the Contract, "Personal Data" shall mean data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information: government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information including account number, credit or debit card numbers; or protected health information relating to a person. Non-Public Data shall mean data, other than Personal Data, that is not subject to distribution to the public as public information and is deemed to be sensitive and confidential because it is exempt by statute, ordinance or administrative rule from access by the general public as public information;

All data obtained by Company under the Contract shall become and remain the property of JEA:

I. All Personal Data and Non-Public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise agreed in writing by JEA and the Company, the Company shall be responsible for encryption of the Personal Data and non-Public Data;

II. At no time shall any Personal Data or Non-Public Data of JEA or its customers be copied, disclosed or retained by the Company or any party related to the Company for subsequent use in any transaction that is not a part of the Work to be provided under the Contract;

III. The Company shall not use any Personal Data, Non-Public Data or any other information collected in connection with the Contract for any purpose other than providing the Work; The Company will prevent its employees, other than employees with a need to know, from gaining access to JEA's data and information. The Company will direct and take all reasonable steps to insure that any Company employee who encounters any such information during the course of performing the Company's responsibilities of the Contract shall maintain the confidentiality of such information, which shall not be passed onto other Company employees or any other person. The Company shall also enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of JEA data to that which is absolutely necessary to perform job duties. The Company shall provide the Work solely from data centers in the United States. Storage of JEA data at rest shall be located solely in data centers in the United States. The Company shall not allow its personnel or its subcontractors to store JEA and JEA customer data on portable devices, including personal computers, except for devices that are used and kept only at its data centers in the United States. The Company shall permit its personnel and subcontractors to access JEA and JEA customer's data remotely only as required to provide technical support. The Company shall deploy reasonable steps and safeguards as part of a network security program in accordance with accepted industry practices, including but not limited to, Purchasing Card Industry-Data Security Standards (PCI-DSS), to prevent unlawful hacking to gain surreptitious access into JEA's and JEA's customer’s data.

The Company shall promptly notify JEA within 48 hours of any confirmed breaches or issues regarding the security of systems that maintain JEA or JEA's customer data, or within 12 hours in the event of a ransomware incident. However, any such notification by the Company shall not affect the Company's obligations to secure JEA's data as provided under the Contract. The Company shall notify JEA within 48 hours if it learns that JEA or any of JEA's customers has been, have been, or may have been, the subject of a Security Incident (which is defined below) of any kind which may compromise data of JEA or its customers, except in the event of a ransomware incident, in which case the Company shall notify JEA within 12 hours of such incident. In any such event, the Company shall: (i) investigate the incident(s) and provide a report to JEA within 48 hours; (ii) conduct a forensic investigation to determine a cause and what data/systems are implicated; (iii) provide daily updates of its investigation to JEA and permit JEA reasonable access to the investigation; (iv) communicate and cooperate with JEA concerning communication with outside parties such as law enforcement and media; and (v) cooperate with JEA in determining whether and how notice, if any, will be provided to JEA's customers with all applicable laws and regulations.

The term "Security Incident" means the potentially unauthorized access by non-authorized persons to Personal Data or Non-Public Data that the Company believes could reasonably result in the use, disclosure, or theft of unencrypted Personal Data or Non-Public Data of JEA or its customers within the possession or control of the Company. If a Data Breach (defined below) with respect to Personal Data or Non-Public data has occurred, the Company shall promptly implement necessary remedial measures and document responsive actions taken related to the Data Breach, including any post-incident review and actions taken to make changes in business practices in providing the Work, if necessary.

If a Data Breach is a result of the Company's breach of its obligation to encrypt Personal Data or Non-Public Data or otherwise prevent the release of Personal or Non-Public Data or the Company's failure to comply with any of the security requirements comply with the Contract, the Company shall bear the costs associated with (i) the investigation and resolution of the Data Breach; (ii) notifications to individuals, regulators or others required by state law; (iii) a credit monitoring service required by state or federal law; (iv) a website or toll-free number and call center for affected individuals required by state law; and (v) completing all corrective actions as reasonably determined by the Company based on root cause.

The term "Data Breach" means the unauthorized access by a non-authorized person or persons that results in the use, disclosure or theft of unencrypted Personal Data, Non-Public Data or JEA's customer information.

**2.107) JEA Critical Infrastructure Protection (CIP)**

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets include both physical and cyber Assets that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, the Company must ensure that all individuals that have access to any Assets meet all requirements of JEA, including, but not limited to the background screenings required by this Contract, prior to the individual performing any services for JEA. The specific Assets an individual will access will determine the specific JEA training and criminal background check that will be required before an employee will be approved to perform services for JEA. The Company will be responsible for all labor costs associated with completion of the training. The provisions of this Section and the immediately preceding section shall apply to all of the Company's Subcontractors and agents, and shall be included in Company's contracts with its Subcontractors for any part of the Work. JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to comply with JEA's requirements related to the updated regulations.

If applicable for all or any part of the Work, Company must also be able to certify and demonstrate to JEA's satisfaction that Company is able to comply with JEA's supply chain cyber security risk management plan and the requirements of NERC Reliability Standard NERC CIP-013, including, but not limited to CIP-013 R1. Company must demonstrate that Company has, in JEA's sole discretion, appropriate cyber security processes, including, but not limited to, addressing the following:

1. Notification by Company to JEA, within 12 hours or sooner, of any Company personnel, who have been terminated, retired or ceased working on JEA projects.
2. Notification by the Company of Company-identified incidents related to the products or services provided to JEA that pose cyber security risk to JEA
3. Coordination of responses to Company-identified incidents related to the products or services provided to the JEA that pose cyber security risk to JEA
4. Notification by Company when remote or onsite access should no longer be granted to Company representatives
5. Disclosure by Company of known vulnerabilities related to the products or services provided to the JEA
6. Method for verification of software integrity and authenticity of all software and patches provided by the Company for use in JEA's Bulk Electric System's Cyber System
7. Coordination of controls for (i) Company-initiated Interactive Remote Access, and (ii) system-to-system remote access with Company
8. Compliance with JEA CIP Cyber Security Policy posted on https://www.jea.com/About/Procurement/Bid_Forms/.

**2.108) Licenses**

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

**2.109) Legal Workforce**

The Company's employment of unauthorized aliens shall be a violation of section 274A(e) of the Immigration and Nationality Act and a breach of the provisions of the Contract. The Company and all Subcontractors must enroll and participate in the federal E-Verify Program prior the performance of any part of the Work and appropriately

screen all individuals performing any part of the Work. Proof of enrollment and participation must be provided to the JEA Representative upon request.

**2.110) Reporting**

The Company shall provide all reports as defined in the Contract Documents. Where the reporting frequency is daily, reports shall be submitted by noon of the following workday. Where the reporting frequency is weekly, reports are due by Monday at noon, covering the prior workweek. Where Monday is a Holiday, the reports are due at noon on the next workday. Where reports are due monthly, reports are due by noon on the first business day of each month. Sample forms for reports may be included in the Contract Documents. Where they are included, they are to be used. Where they are not included, the Company shall provide a sample of its proposed report format for each report to the JEA Project Manager at least one-week prior to its initial due date. The JEA Project Manager will review and either approve or reject use of the report. Where proposed report is rejected, Company shall resubmit revised report formats, until JEA Project Manager approves format. Reporting cycle shall begin upon the Purchase Order date, or, if used, the issuance date of the Notice to Proceed.

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

**2.111) Limitation of the Accuracy of JEA Provided Informational Materials**

For all drawings, test results, inspections, and other informational materials included as part of the Contract Documents, the Company understands and agrees that any existing facilities shown, including underground, overhead, and surface structures, and other delineations, and any other informational items provided as part of the Contract Documents are for reference only and are not to be used by the Company as the only indication of Work conditions. The Company understands and agrees that it is its sole responsibility to verify all Work conditions, measurements, dimensions, obstructions and other causes for existing or potential changes to the Work prior to initiating Work. In the event the Work must be changed due to the Company not fulfilling the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition. Changes associated with conditions that are clearly unforeseen and that could not have been discovered by a reasonable verification of the above listed items, shall be covered as stated in the clause titled "Changes to the Scope of Work".

**2.112) Permits Obtained by Company**

Unless otherwise specified in the Contract Documents, the Company shall secure, maintain, post as required, and pay for all building, plumbing, electrical, water, sewer, right-of-way, parking, roadway, railroad, shipping, freight, hazardous materials, and any other permits which may be required for performance of the Work in full compliance with all applicable laws, rules and regulations. The Company shall perform all actions necessary to identify where permits are to be obtained and properly file for the permits, except those specifically listed in the Contract Documents as being provided by JEA.

The Company shall comply with all conditions of permits issued for the Work, either directly or indirectly, issued by federal, state, or local governmental agencies, which are hereby incorporated as part of these Contract Documents. The Company shall be solely responsible for resolving any issues and bearing all expenses including any damages suffered by JEA that result from a finding of noncompliance during performance of the Work by any of the respective regulatory agencies including, but not limited to, all costs for delays, litigation, fines, fees of any kind, and other costs.

**2.113) Show-Up Pay**

In the event that inclement weather prevents the Company from performing Work, the Company may be obligated to pay its crew a show-up pay. The Company shall be solely responsible for providing this pay.

**2.114) Payment of Overtime**

Overtime may only be charged to JEA if the Company was directed in writing by the JEA Project Manager to incur the Overtime. Such authorization for Overtime shall be accompanied by a Change Order.
The Company shall total the direct Overtime charges, and add the agreed upon overhead rate, but in no case, shall such overhead rate exceed 10% of the total overtime costs.

Any Overtime required for Company to complete the Work within the Contract Time shall be at the sole cost and expense of Company. However, if JEA requires the Company to perform Overtime Work in order to complete the

Work prior to the Contract Time, the Company shall bill JEA for the Overtime such that only the actual costs incurred by the Company relating to the payment of Overtime premiums, in accordance with its labor policies and applicable laws. Such actual costs include Overtime wage premium, and additional taxes and insurance directly associated with the Overtime wage premium. The Company agrees that it will not charge for personnel paid a salary, or other form of compensation such that the Company incurs no direct costs as a result of the Overtime.

**2.115) Maintenance of Traffic**

The Company, as applicable to specific tasks, when required by the governing agency such as the City of Jacksonville or the Florida Department of
Transportation (FDOT), shall maintain traffic in accordance with an approved Maintenance of Traffic (MOT) plan ("MOT Plan") submitted by the Company to JEA, for Work performed on streets, roads, private ways, and walks.

The Company shall be responsible for all costs associated with MOT and the MOT Plan. All costs for MOT and the MOT Plan will be subject to JEA review and reimbursable at cost.

The Company shall assume full responsibility for the adequacy and safety of provisions associated with the MOT Plan.

The Company shall be solely responsible for the placement, maintenance and removal of the minimum number of devices required by the MOT Plan, or specified by the FDOT, for the control of traffic at the Work Location including, but not limited to signs, cones, lights, barricades, concrete barrier walls, police officers, flaggers, etc. ("MOT Items").

**2.116) Scheduling of Overtime**

Whenever the Company schedules Work beyond 8 hours per day for a 5 day week, beyond 10 hours per day for a four day week, beyond 40 hours per week, or on Saturdays, Sundays, or Holidays, then the Company shall arrange, in advance, for the JEA Inspector or designee to inspect the Work performed during Overtime. The Company shall not perform Overtime Work or after-hours Work without a JEA Inspector or designee at the Work Location or available to perform the inspections, as directed by the JEA Project Manager.

Except where JEA has requested the Company to schedule Overtime to perform additional Work, the Company shall reimburse JEA for any additional costs associated with JEA Inspector's Overtime pay.

**2.117) Shipping To and Storage at Work Location**

Shipping materials and equipment to be installed by the Company shall be delivered by the Company to the Work Location or such other place as may be designated by the JEA Project Manager. Insofar as transportation conditions will allow, items shall be shipped complete and ready for installation. Where applicable, the Company shall be responsible for obtaining any permits required for transportation to the Work Location. For early shipments, the Company shall provide written notice to the JEA Project Manager or designated Work Location manager.

Storage: Upon approval of the JEA Project Manager, a limited amount of temporary indoor storage space may be made available, but only for the equipment that must be protected from the weather. Equipment for which arrangements have been made for indoor storage, shall be packed separately and the container clearly marked "For Indoor Storage." For equipment that will be stored indoors and that will require special storage precautions, the storage instructions shall be shown on the outside of each container, or in a durable envelope identified as containing storage instructions and attached to the container.

**2.118) Company Equipment**

The Company's equipment including, but not limited to, trucks, drill rigs, backhoes, excavators, bucket trucks and derricks shall not be older than 5 years in age, unless the Company can demonstrate to JEA's satisfaction that equipment being used has been completely refurbished and that it is in good working order. JEA may, at its sole discretion, make exceptions for equipment that is rarely used such as sag winches.

**2.119) Commercial Activities at the Work Location**

The Company understands and agrees that it is its responsibility to conduct due diligence prior to the Work. Such due diligence includes, but is not limited to, verifying all Work conditions, measurements, dimensions and latent and patent obstructions, the accuracy of drawings, test results, inspections and other informational materials provided in

the Contract Documents, and any other causes for existing or potential changes to the Work prior to initiating the Work. In the event that the Work must be changed due to the Company's failure to fulfill the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition. In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed in a Change Order or an amendment to the Contract executed by JEA and Company. Any Work the Company performs prior to receipt of such Change Order or approved Contract amendment will be at the Company's sole risk.

**2.120) Access to Work Locations**

JEA will provide, as indicated in the Contract Documents, and no later than the date when needed by the Company, access to the Work Location, including rights-of-way or access thereto, and such other lands that are designated for the Company's use. JEA will secure easements for permanent structures or permanent changes in existing facilities, unless otherwise specified in the Contract Documents.

**2.121) Work Location Cleanliness**

The Company shall, at all times, keep the Work Location free from an accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, the Company shall remove all waste materials and any rubbish from and about the project, as well as any tools, construction equipment, machinery and surplus materials. If the Company fails to clean up at the completion of the Work, JEA may do so and charge the cost thereof to the Company.

**2.122) Pre-Work Meeting and Progress Meetings**

Before starting the Field Work, a Pre-Work or Pre-Construction meeting may be held to review procedures for the Work, review the Work schedule, establish procedures for invoicing, approving Invoices and making payments, and establish a working relationship between JEA and the Company.

The JEA Contract Administrator may, at his or her discretion, request Pre-Work Meetings to be held prior to start of any Field Work. Such meeting(s) shall be attended by, but not limited to, the Company Representative and Company Supervisor. The JEA Contract Administrator will notify the Company in writing of the meeting time and location at least two (2) days prior to the meeting date. In addition, construction progress meetings will be held at a frequency as determined by JEA. Such meeting(s) shall be attended by, but not limited to, the Company's Representative and Company's Supervisor.

**2.123) Company Laydown Area**

In the event the Company decides to utilize public or private property as a laydown area, the Company shall enter into a written agreement with the entity who owns the property. JEA shall have access to all laydown areas. Upon submission of Company's first Invoice or application for payment to JEA, the Company shall provide to JEA a copy of such signed written agreement. The Company shall submit to JEA a letter of release from the entity in connection with Company's final Invoice or application for payment to JEA.

**2.124) Company's Field Office**

The Company shall provide its own office facilities at the Work Location, as required. Unless specifically listed herein, JEA provides no Work Location facilities or Work Location area for the Company facilities of any kind such as field office and material storage.

**2.125) Shop Drawings**

As required, the Company shall promptly submit all required Shop Drawings in accordance with the provisions provided herein. JEA will not grant an extension of Contract Time due to the Company's failure to submit Shop Drawings in ample time to allow for checking, revisions, reviews, and approval.

A letter of transmittal and four copies of each shop drawing shall accompany each submittal. Shop drawings shall be forwarded to the JEA Engineer. Each drawing shall be listed separately on the letter. The Company shall also note distinctively on the transmittal letter any deviations that the Shop Drawings may have from the requirements of the Contract Documents.

The JEA Engineer's approval of Shop Drawings shall not be construed as a complete check, nor shall it relieve the Company from responsibility for any deficiency that may exist, or from any departures or deviations from the requirements of the Contract unless the Company has, in writing, called the JEA Engineer's attention to such deviations at the time of submission and obtained written approval for the deviation. The JEA Engineer's approval shall not relieve the Company from the responsibility for errors of any sort in Shop Drawings or schedules, nor from responsibility for proper fitting of the Work, nor from the necessity of furnishing any Work, materials, equipment or tools, required by the Contract Documents that may not be indicated on Shop Drawings when approved. The Company shall be solely responsible for all quantities and dimensions shown on the Shop Drawings. The Company shall not execute any Work until the JEA Engineer approves the Shop Drawings and a copy stamped "Approved" is at the Work Location. The Company shall, at no extra cost to JEA, make all changes and alterations whatsoever in Work performed or in subcontracts or orders placed prior to the approval of any and all Shop Drawings.

The Company shall allow a minimum of 14 days for the review of Shop Drawings. This shall be the period for new Shop Drawings and Shop Drawings that are revised and resubmitted.

As used herein, the term "manufactured" applies to standard units usually mass produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall establish the actual details of all manufactured or fabricated items; indicate proper relation to adjoining Work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions.

Shop drawings shall be complete in every detail, properly identified with the Contract name, Contract and subsection number for identification of each item, and state the qualifications, departures or deviations from the Contract, if any. Shop drawings for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Each drawing shall have a clear space above the title block in the lower right-hand corner for the approval stamps of the Company and the JEA Engineer.

If the materials are not listed in JEA's Approved Materials Manual, then prior to purchase of material or fabrication, the Company shall forward to the JEA Engineer for review, five sets of each shop drawing plus the number of prints it desires returned.

In checking the Shop Drawings, the Company shall verify all dimensions and field conditions and shall check and coordinate the Shop Drawings of any section or trade with the requirements of all other sections or trades whose Work is related thereto, as required for proper and complete installation of the Work. All rough-in and connections for utilities shall conform to approved equipment Shop Drawings.

The JEA Engineer will review the Shop Drawings and will return them to the Company stamped to indicate the action taken. The stamp will indicate that the shop drawing is "Approved", "Approved as Noted", "Returned for Correction", or "Disapproved". Only those Shop Drawings stamped "Returned for Correction" or "Disapproved" shall be resubmitted for subsequent review. Resubmittals shall be in the same form and number of copies as original submittals, with notation indicating a revised submittal. The Shop Drawings stamped "Approved" or "Approved as Noted" will be returned to the Company, who will be responsible for obtaining prints thereof and distributing them to the field and Subcontractors.

At the same time the JEA Engineer returns a reviewed submittal to the Company, it will forward two copies of each item stamped "Approved" or "Approved as Noted" together with any conditions of approval, to JEA for field and office use. The JEA Engineer may revoke approval of Shop Drawings, should field conditions so dictate.

**2.126) Damage to Materials or Equipment**

The Company shall report to the JEA Project Manager any materials issued by JEA or delivered by the JEA material supplier and received by the Company that are later found to be faulty, damaged or discrepant in some manner. The JEA Project Manager or designee will obtain appropriate replacement materials.

The Company shall not, under any circumstances, make a material replacement without written approval of the JEA Project Manager.

The Company understands and agrees that damage to material and discrepancy of material is an expected part of performing the Work, and as such, the Company agrees it shall be solely responsible for any additional costs incurred as a result of damaged or discrepant materials, including, but not limited to, the costs to keep or get the Work on the Approved Schedule.

JEA will bill the Company for materials or equipment that are damaged while in the Company's custody. In such a case, the Company shall be charged the current JEA cost plus an inventory handling fee.

**2.127) Substitutions**

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required.

Materials or equipment of other suppliers may be accepted by the JEA Engineer if sufficient information is submitted by the Company to allow the JEA Engineer to determine that the material or equipment proposed is equivalent or equal to that named.

The Company shall make written application to the JEA Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified.

The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice the Company's completion of the Work within the time prescribed by the Contract, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other Contract directly with JEA for Work on the Contract) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fees, royalties, permits or any other costs.

All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated.

The application shall also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Companies affected by the resulting change, all of which shall be considered by the JEA Engineer in evaluating the proposed substitute.

Requests for review of substitute items of material and equipment will not be accepted by the JEA Engineer from anyone other than the Company.

The JEA Engineer may require the Company to furnish, at the Company's expense, additional data about the proposed substitute.

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract, the Company may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the JEA Engineer, if the Company submits sufficient information to allow the JEA Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract. The JEA Engineer will be allowed a reasonable time within which to evaluate each proposed substitute; such time shall not be deemed justification for an extension of the Company's time for completion of the Contract.

The JEA Engineer will be the sole judge of acceptability, and no substitute shall be ordered, installed or utilized without the JEA Engineer's prior written notice, which shall be evidenced by either a Change Order or an approved shop drawing.

JEA may require reimbursement for the costs associated with JEA's evaluation of substitutions.

JEA may require the Company to furnish, at the Company's expense, a special performance guarantee bonds or other surety with respect to any substitution.

**2.128) Disposition of Salvageable Material**

All material to be removed from the Work Location, relocated or salvaged, shall be inspected by the JEA Engineer or designee immediately prior to removal, and the JEA Engineer's decisions as to whether the material can be salvaged shall be final. Such material that is salvageable, in the opinion of the JEA Engineer, shall be stored at the Work Location on-site by the Company where directed by the JEA Engineer or delivered to another site. Under no circumstances may existing structures or plant facilities be removed or demolished without obtaining prior written approval from the JEA Engineer.

**2.129) Emergency Events**

In the event that a system-wide emergency arises during the Term of the Contract for which JEA requires assistance from the Company including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Company acknowledges the importance of JEA infrastructure and agrees to support, with all its resources, skills and capabilities, and the maximum extent possible, all restoration efforts of JEA. The JEA Project Manager shall notify the Company when an emergency event occurs and the Company agrees to mobilize its full resources immediately. In the event conditions are such that an emergency event is likely in progress, but the Company has not been notified by the JEA Project Manager, the Company shall make all efforts to contact the JEA Project Manager to determine if and how it should respond. JEA agrees to reimburse the Company for its actual costs incurred as a result of supporting JEA during the emergency event, plus overhead and profit, not to exceed twelve percent (12%) of such costs.

**2.130) Emergency Procedures**

In emergencies affecting the safety of persons, the Work or property at the Work Location or any other area adjacent thereto, the Company, without special instructions or authorization from the JEA Project Manager, is obligated to act to its best ability to prevent threatened damage, injury or loss to the Work, any persons, or property. The Company shall give the JEA Project Manager prompt written notice describing the emergency, its cause, actions taken, injuries and casualties, property damage, other damages, and impact on continued performance under this Contract.

**2.131) Storm Preparedness**

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

**2.132) Encroachments on Rights or Property**

The Company shall be solely responsible for any encroachments on public property or on the rights or property of adjoining property owners to the Work Location, and shall hold JEA harmless because of any encroachments that may result because of the Company's improper layout. In this regard, the Company shall, without extra cost to JEA, remove any Work or portion of any Work that encroaches on the property other than that of the Work Location, or that is built beyond legal building or setback limits. The Company shall rebuild the affected Work or portion of Work at the proper location and in full compliance with the Contract Documents.

**2.133) Interference with Existing Utilities**

The Company acknowledges and agrees that there is a possibility that existing JEA or other utility facilities may cross and/or lie parallel to excavations in the area where Work will occur. Although JEA may indicate recorded obstacles on the drawings, it does not warrant that other subsurface obstacles do not exist. The Company shall be responsible for verifying the data furnished by JEA and for fully investigating and locating additional obstructions including every type below, on or above the ground. The Company should regard these impediments as normal to construction. All costs for performing such work shall not be paid for separately, but shall be included in the Company's costs on its Response.

The Company shall comply with all requirements of the Sunshine State One-Call program.

In the event the Company encounters an unidentified utility during performance of the Work, the Company shall promptly cease Work in the affected area and shall immediately notify the JEA Project Manager in writing. JEA will investigate the area and propose remedial actions in accordance with the provisions stated herein in "Changes to the Scope of Work".

The Company shall work in cooperation with JEA and representatives of existing utilities to plan and coordinate putting new Work into service so as not to interfere with the operation of the existing utilities. Such plans shall be adhered to unless deviations therefrom are expressly permitted in writing by the JEA Project Manager.

The Company shall at all times conduct the Work in a manner that interferes as little as possible with the existing utilities. Any cables exposed during construction, whether energized or not, must be handled and protected as if they are energized. The Company shall so conduct its operations and maintain the Work in such condition that adequate drainage shall be in effect at all times. The Company shall not obstruct existing gutters, ditches and other runoff facilities. When working in the vicinity of overhead lines, the Company shall request line rubber protection from JEA at least 10 days in advance of performing the work.

The Company shall be solely responsible for any damages, interferences, and interruptions of service caused to any utility's assets and services including water, sewer, electric, telephone, gas, cable, and other utility services, that result from the Company's failure to fulfill the above stated requirements.

In the event the Company damages an existing utility, the Company shall immediately notify the property owner, the owner of the damaged utility and the JEA Representative. Should the damage cause an interruption of service, the Company shall be responsible for restoring service as soon as possible; however, the Company shall not make repairs, other than any required to restore safe conditions, without the approval of the property owner, or the owner of the damaged utility. The Company shall be responsible for coordinating any repair effort, and any associated costs should the utility owner or a licensed repair contractor be required to make the repair. JEA reserves the right to deduct any unsettled claim amount from Company's invoices until such time as the claim is satisfactorily resolved.

**2.134) Interference with Railroads**

The Company shall not build across, into, over or under, either temporarily or permanently, any portion of a railway or railway right-of-way without first obtaining all required permits. If the Company's operations render any railroad unsafe, the Company shall immediately notify the JEA Project Manager and the railroad owner and take appropriate actions and such temporary safeguards as required to protect life, limb, and property, and to maintain orderly traffic.

The Company shall procure all railroad permits required for the Work beyond those procured by JEA and the costs for such permits shall be included in the Company’s Response. All costs associated with railroad fees for railroad flagmen, watchouts, inspectors, supervisors, any additional training of Company's employees that is required by applicable laws, rules and regulations when performing Work in association with railways, any certifications required for successful completion of the Work and all other associated costs shall be included in the Company’s Response.

**2.135) Interference with JEA Work or Other Company**

The Company shall perform the Work in a manner that minimizes the interference with other JEA work, City of Jacksonville work, or with work performed by other companies. The Company shall coordinate the Work with other persons and companies employed by JEA. If a difference of opinion regarding scheduling or coordination of the Work arises between the Company and another JEA contractor(s) performing work at the Work Location, JEA may resolve the matter. In such cases where JEA makes a decision regarding the scheduling or coordination of the work, the Company agrees to fully abide by JEA's decision. Unless otherwise agreed in writing by JEA, JEA will not be responsible for additional costs.

Any claims arising against the Company from damages to other companies' work, equipment, machinery, tools or other property shall be settled directly between the Company and the other companies involved. JEA will not, in any way, be a party to arbitrating or mediating any such disputes, nor shall JEA be responsible for any costs associated with such disputes.

**2.136) Removal of Work or Equipment**

The Company shall not sell, assign, mortgage, hypothecate or remove Work that has been delivered to or installed at the Work Location.

**2.137) Applicable Standards and Codes**

The latest rules and regulations of the following organizations shall be considered a part of these Contract Documents. Specific standards and costs are listed in the Appendix A Technical Specifications.

**2.138) Free and Clear Title**

The Company warrants that it has title to all equipment and materials furnished under the Contract where title will pass to JEA, and that the equipment and materials passed to JEA are free and clear of all liens, claims, security interests and encumbrances.

**2.139) Storage of Equipment**

Shipping materials and equipment to be installed by the Company shall be delivered by the Company to the Work Location or such other place as may be designated by the JEA Project Manager. In so far as transportation conditions will allow, items shall be shipped complete and ready for installation. Where applicable, the Company shall be responsible for obtaining any permits required for transportation to the Work Location. For early shipments, the Company shall provide written notice to the JEA Project Manager or designated Work Location manager.

Storage: Under arrangement with the JEA Project Manager and upon his approval, a limited amount of temporary indoor storage space may be made available, but only for the equipment that must be protected from the weather. Equipment for which arrangements have been made for indoor storage, shall be packed separately and the container clearly marked "For Indoor Storage." For equipment that will be stored indoors and that will require special storage precautions, the storage instructions shall be shown on the outside of each container, or in a durable envelope identified as containing storage instructions and attached to the container.

**2.140) Tools and Equipment**

All tools and equipment used in the performance of the Work shall be used as intended by the manufacturer and in accordance with manufacturer operating manuals and industry practices, whichever is more stringent. The Company shall ensure that all tools and equipment used in the performance of the Work shall be of the size and quality suitable for safe and efficient performance of the Work. If the Company-provided tools and equipment do not meet these requirements, or if in the sole opinion of JEA formed after considering relevant factors, the tools or equipment are inappropriate for performance of the Work, the Company agrees to remove the unacceptable tools and equipment and obtain tools and equipment JEA considers suitable. Such replacement shall be entirely at the Company's expense, and no change to time prescribed by the Contract will be allowed.

The Company is responsible for furnishing and the security of any and all tools and equipment required to perform the Work.

**2.141) As-built Drawings**

As required, the Company shall furnish as-built drawings that depict, if applicable, any changes to the Work. The as-built drawings shall also include the required ground ohm readings and the number of ground rods driven at each station.

The validity and verity of the as-built drawings shall be reviewed at a post-construction meeting, which will include the JEA Engineer, JEA Inspector and the Company, within one week of completion of the Work. The JEA Inspector will approve or reject the as-built drawings at this meeting.

At the post-construction meeting, a JEA Representative may accomplish an infrared camera inspection of the Work performed by the Company. The Company shall replace any workmanship found to be defective.

**2.142) Protection of the Environment**

The Company and its Subcontractors shall comply with all applicable laws, rules and regulations including, but not limited to, all Environmental Regulations.

A. Asbestos, Lead, or Toxic Mold Notification:

Asbestos, Lead, or Toxic Mold may be present at the Work Location. The Company shall notify the JEA Project Manager immediately upon discovery of asbestos, lead, toxic mold. The Company shall not disturb or remove known or discovered asbestos, lead, or toxic mold unless directed by the JEA Representative.

B. Hazardous Materials:
The Company shall bear full responsibility including, but not limited to, payment and liability for the transportation, use, recycling, and disposal of any Hazardous Materials under the Company's control during the performance of the Work. Disposal or recycling of Hazardous Materials shall only be performed at JEA approved facilities. The Company shall provide JEA with appropriate documentation showing proper disposal or recycling of its Hazardous Materials.

The Company shall notify the JEA Project Manager in writing of the type, quantity and disposal or recycling method of any hazardous material used during the performance of the Work. The Company shall be solely responsible for the use and disposal or recycling of any such materials. The Company shall submit cleanup procedures to the JEA Representative for review and written approval prior to the use of the hazardous material. In the event that a hazardous material escapes into the environment, the Company shall immediately notify the JEA Project Manager in writing of the occurrence and the actions taken. In the event that the Company encounters hazardous materials in the course of construction, the Company shall immediately notify the JEA Project Manager verbally, with a written notification to follow. The JEA Project Manager shall arrange for disposal by JEA.

JEA has identified and labeled equipment known to contain PCBs. JEA will remove and transport any equipment so identified. The Company shall not remove or transport any equipment containing PCBs. The Company shall immediately notify the JEA Representative of any questionable or unmarked equipment, and the JEA Representative will arrange for testing and identification.

C. Waste Management:
The Company will be solely responsible for the proper management of all waste material, including but not limited to, paints, lubricants, fuels, solvents, drilling mud and materials, construction and demolition debris, used oil and oily waste, land clearing debris, universal waste (mercury containing lamps and devices, batteries, etc.) and other chemicals and hazardous materials used in connection with or generated during the Work, except as specified above. The Company will provide proper containers for waste materials and comply with all applicable laws, rules and regulations in their disposal or recycling. The Company will dispose of or recycle all empty containers off-site as soon as possible.

D. Wetlands:
The Company understands and agrees that the Work Location may include wetlands or other environmentally sensitive areas. The Company shall not enter these areas during the performance of its Work, unless specifically authorized by the JEA Project Manager and appropriate state and federal permits have been obtained.

E. Wildlife:
The Company and/or Subcontractor's employees shall not endanger wildlife species or domestic animals of any kind.

Noncompliance with Environmental Laws and Permits:
The Company shall immediately cease any activity that causes or results in noncompliance with JEA's or Company's environmental permits or federal, state and local laws and regulations. Such noncompliance shall immediately be reported to the JEA Project Manager verbally, with written notification to follow, submitted to EnvironmentalCompliance@jea.com. All additional costs due to the Company's noncompliance with the applicable environmental permits or Environmental Regulations shall be paid by the Company.

**2.143) Environmental Compliance**

The Company shall be familiar, and otherwise comply with Environmental Regulations as they apply to the performance of the Work associated with this Contract unless otherwise directed in writing by JEA. Company shall furthermore notify JEA of the need to obtain additional regulatory authorizations, including permits, prior to applying for such authorizations.

Company shall designate a qualified individual to serve as an environmental coordinator. This individual shall be responsible for; ensuring Company's conformance with Environmental Requirements, serve as JEA's point of contact

with the Company on all matters related to Environmental Requirements applicable to the Work, be prepared for, and attend environmental compliance meetings scheduled by JEA, attend regulatory agency inspections of the Work Site, and notify JEA of noncompliance or other deviation from Environmental Requirements applicable to the Work. Such notification shall be made verbally and immediately to the Project Manager with written notification submitted to EnvironmentalCompliance@jea.com.

**2.144) NPDES Permit Conformance - Stormwater Pollution Prevention**

The Company shall obtain as necessary a *Construction Generic Permit (CGP)*, Rule 62-621.300(4), F.A.C.), and shall develop a Stormwater Pollution Prevention Plan (SWPPP) compliant with local, state, and federal rules, laws, and ordinances. Company shall be responsible for implementing the SWPPP, installing and maintaining in a functional manner structural and nonstructural best management practices as described therein, evaluating the effectiveness of the best management practices, and employing additional performance based best management practices as may be deemed necessary by JEA. The Company, at its own expense, shall revise, or include as addendum to the SWPPP measures as maybe required by a local, state, or federal authority to remain compliant with local, state, and federal rules, laws, and ordinances. The Company shall maintain and make accessible upon request, a copy of its CGP, associated SWPPP, and documentation of all inspections made in compliance with the CGP on the Work site.

**No additional payments shall be made to Company for revisions or addendums to the SWPPP, or for the actual implementation of those revisions on the Work site, including those made so as to achieve functional performance based best management practices.**

Within Duval County; in addition to the above or for construction activities less than 1 acre, any required erosion and sediment control plans submitted to the City of Jacksonville (COJ) as part of a 10-set or other review, must conform to the requirements of COJ Environmental Protection.

Upon approval to proceed to do so by the Owner, the Company shall complete a *Notice of Termination (NOT)* (DEP Doc. No. 62-621.300(6), F.A.C.), to terminate the CGP coverage within one (1) week of final site stabilization.
If the above requirements are not followed, the Company shall be held liable for any fines and/or violations incurred by JEA.

**2.145) Dewatering - NPDES Permit Conformance**

If the Company encounters or anticipates encountering groundwater, the Company shall be responsible for ensuring any necessary dewatering is authorized by its CGP. In the event the Work does not require a CGP, the Company shall obtain a Generic Permit for Discharge of Ground Water from Dewatering Operations pursuant to 62-621.300(2) F.A.C. The company may discharge from the Work only clean groundwater that meets state surface water quality standards established in 62-302.530 F.AC. In the event the Work is located within 500 feet of a known petroleum contaminated site, the Company shall verbally notify the Project Manager and submit written notice to EnvironmentalCompliance@jea.com If during dewatering operations a presence of an oily sheen or petroleum odor occurs, the Company shall immediately cease dewatering operations and shall verbally notify the Project Manager and submit written notice to EnvironmentalCompliance@jea.com The Company shall not commence nor recommence dewatering operations until permitted to do so by JEA.
Prior to beginning any dewatering, the Company shall submit a copy of its CGP or its dewatering permit along with its dewatering plan to the JEA Project Manager and to EnvironmentalCoimpliance@jea.com for review and approval. As required by the JEA Project Manager or regulatory authority, any groundwater sampling analysis results shall be submitted to the JEA Project Manager and to EnvironmentalCompliance@jea.com. If sample analysis does not meet the requirements of 62-302.530, or if JEA or a regulatory authority determines there is a risk of dewatering operations affecting any existing groundwater contamination within 500 feet of the Work, the Company shall consult with JEA to identify an alternate option for dewatering and the disposal of produced dewater.

If the above requirements are not followed, the Company shall be held liable for any fines and/or violations incurred by JEA.

**2.146) Dewatering - Consumptive Uses of Water**

The Company shall obtain as necessary a General Permit for the withdrawal of ground or surface water for short-term construction dewatering activities subject to the limiting conditions in Appendix I of the "Applicant's Handbook,

Consumptive Uses of Water". The Company shall provide its General Permit to the JEA Project Manager and to EnvironmentalCompliance@jea.com.

**2.147) Prevention, Control and Abatement of Erosion, Sedimentation, and Turbidity**

The Company shall prevent, for the entirety of the duration of Work, the escape of sediment and turbidity from the Work Location through use of performance based, erosion, sedimentation, and turbidity control, structural and nonstructural best management practices (BMPs).

The Company shall be responsible for protecting adjacent; property, rights of way, municipal separate storm sewer systems (MS4), roadways and other land adjacent to the Work Location from damage by water or sediment resulting from its operations. The Work Location shall be returned to its original condition to the satisfaction of JEA.

The Company is cautioned that execution or maintenance that creates turbidity and that directly or indirectly affects the water quality of any waterway or MS4 into which storm water is discharged in such a manner as to exceed the limitations prescribed in the Florida Administrative Code, is a violation of the water quality standards of the State of Florida and requirements of the MS4 operator.

Turbidity shall not be allowed to occur, whether resulting from either stormwater runoff or other discharge from the Work. Costs incurred by the Company for compliance to the restrictions outlined above shall be included in the cost of the items for which the turbidity control is required, unless a separate line item is included in the Company's Response for turbidity control. BMPs shall be used at all waterway crossings or at any time during construction that sedimentation, erosion, or turbidity may occur. The Company shall submit to the JEA Project Manager and to EnvironmentalCompliance@jea.com, for written approval prior to construction, the method to be used to control the turbidity. The JEA's approval of the method to be used in no way relieves the Company of the liability in case of a citation against JEA.

**2.148) SWPPP and Dewatering Plan Compliance**

The Company shall furnish and implement structural and nonstructural BMPs in accordance with the details shown on the Erosion Control Drawings and as required by its Storm Water Pollution Prevention Plan (SWPPP) and dewatering plan. Company will be responsible for all costs associated with structural BMPs. There will not be a separate line item for structural BMP on the Response form/bid form.

**2.149) Drainage Along Right of Way**

The Company shall so conduct its operations and maintain the Work in such condition that adequate drainage shall be in effect at all times. The Company shall not obstruct existing gutters, ditches and other runoff facilities.

**2.150) Temporary Closure of Roadways**

The Company shall not close or obstruct any portion of a street, road, or private way without first obtaining permits from the appropriate agency. If any street or private way is rendered unsafe by the Company's operations, the Company shall make such repairs or provide such temporary ways and guards necessary for the protection and safety of persons on the Work and the public and for the orderly maintenance of traffic. All costs associated with temporary closure of roadways shall be included in Contract Price.

The Company shall notify the police and fire departments in writing if it will be necessary to close a street. The Company shall copy JEA on all correspondence relating to street closure. The Company shall notify the police and fire departments prior to closure of the street. The Company shall be responsible for maintaining proper coordination with the proper authorities.

Temporary closure of business entrances must be approved in writing by and coordinated with JEA.

**2.151) Temporary Utilities**

The Company shall furnish and install all temporary water, electricity and other utilities required to accomplish the Work. The Company shall obtain the water required for carrying out the Work from fire hydrants, existing water main connections, or new connections approved by JEA. The Company shall install a back flow preventer and water meter assembly if construction water is necessary. Upon Substantial Completion of Work, the Company shall remove all evidence of temporary connections and lines.

Prior to initiating any construction Work, the Company shall coordinate and schedule the provision of temporary utility service required during construction and arrange for the permanent installation and connection of utilities for the completed Work.

**2.152) Intellectual Property**

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

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

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

If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will, within 30 days of notice, either secure for JEA the right to continue using the Work or will, at the Company's expense, replace the infringing items with non-infringing Work or make modifications as necessary so that the Work no longer infringes.

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

**2.153) Proprietary Information**

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. The Company shall return all information furnished by JEA upon completion of the Work. Upon request of JEA, Company must certify in writing that all information furnished to JEA has been returned to JEA and eliminated from Company's and any applicable subcontractors' computer systems.

**2.154) Patents and Copyrights**

Company shall hold harmless and indemnify JEA from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or uncopyrighted works, secret processes, trade secrets, trademarks, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Work, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Company will, at its own expense, procure for JEA the right to continue use of the Services, parts or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent, trademark or copyright infringement.

If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or temporary injunction.

If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license, authorizing the continued use of the Work. If Company fails to secure such license for JEA, Company will replace the Work with non-infringing Work, or modify the Work in a way satisfactory to JEA, so that the Work are non-infringing.

**2.155) Meetings and Public Hearings**

The Company will, upon request from JEA, attend all meetings and public hearings as directed by JEA.

**2.156) Publicity and Advertising**

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA.

**2.157) Nondiscrimination**

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

The Company shall comply with the following:

1. The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
2. The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
3. The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

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

**2.158) Hiring of Other Parties Employees**

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two years from the termination date of this Agreement. It shall not be considered a breach of this Section for either party to make employment solicitations to the general public or groups that may include employees of the other party. Nor shall it be considered a breach of this Section for either party to respond to, act upon, or accept inquiries and applications resulting from, or make offers of employment resulting from, (i) such solicitations to the general public or groups or (ii) unsolicited employment inquiries or applications.

**2.159) Prohibited Future Employment**

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded $250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January

1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and responses; and (iii) approving or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

**2.160) Company's Labor Relations**

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

**2.161) Ambiguous Contract Provisions**

The Contract will be the subject of meaningful analysis and discussions of the specifications, terms and conditions contained in the Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared the Contract.

**2.162) Amendments**

The Contract shall not be altered or amended except in a written amendment executed by duly authorized representatives of JEA and the Company.

**2.163) Applicable State Law; Venue; Severability**

Company shall comply with all applicable federal, state and local laws, rules and regulations as the same exist or as may be amended from time to time. The rights, obligations and remedies of JEA and the Company as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving the Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

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

**2.164) Continuing Services**

The Company shall carry on the Work and maintain the progress schedules during disputes or disagreements with JEA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as JEA and Company may otherwise agree in writing. Suspension of the Work or portion thereof by Company shall entitle JEA to terminate the Contract for Default

**2.165) Compliance With JSEB Requirements**

The Company shall achieve the JSEB participation requirements as set forth in the Solicitation, except as allowed under the good faith efforts exception as defined in the City of Jacksonville Ordinance. In no case shall the Company make changes to the JSEB firms listed in its Response, revise the JSEB Scope of Work or Dollar Amount of Work as stated in its Response without prior written notice to the JEA Project Manager and JEA Manager Supplier Diversity Programs.

The City of Jacksonville requirements, as outlined in the City of Jacksonville Ordinance relating to JSEBs, shall apply in their entirety to this Contract. Where the City of Jacksonville ordinance refers to "Chief", it shall be construed to mean, for purposes of this Contract, JEA's Chief Procurement Officer. In a like manner, where it refers to "City", or "City of Jacksonville", it shall be construed to mean JEA.

Use of brokering, as defined in the City of Jacksonville Ordinance, or other techniques that do not provide a commercially useful function are strictly prohibited as means of achieving the JSEB participation requirements of the Contract.

Only the amount of fees or commissions charged by a JSEB for providing a bona fide service such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract shall be counted towards a JSEB participation requirement, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

Payment terms for participating JSEB firms shall be the same or better than the payment terms the Company receives from JEA, except that in all cases JSEB firms shall be allowed to submit invoices to the Company at least bimonthly, and the Company shall pay proper invoices no later than 3 days after its receipt of JEA payment. The Company shall obtain written approval from the JEA Project Manager and JEA Manager Supplier Diversity Programs prior to withholding any payment from the JSEB firm.

Any solicitation award with a JSEB participation requirement may be subject to contract compliance per the details outlined on the List of Subcontractors Form. The Company will be required to self-report all payments made to the JSEB Subcontractors. Reporting of Diverse Subcontractors (Tier 2 and Tier 3) shall be optional. The payment data will be entered into the B2Gnow JSEB Compliance & Diversity Outreach System (JCDOS) located at the following website: https://jea.gob2g.com/. This system tracks contract payments made by the Company to any subcontractor (i.e. JSEB or Diverse Business), the timeliness of those payments and the payments JEA makes to the Company.

The Company is required to submit the monthly payments made to the JSEB Subcontractors and has the option to include the Diverse Subcontractors (Tier 2 and Tier 3) by the audit date of the 30th of each month, for the life of the contract and respond to any requests for information within the B2Gnow JSEB Compliance & Diversity Outreach System (JCDOS). The JCDOS must be checked frequently.

The successful Company, JSEB Subcontractors and Diverse Subcontractors will be provided with access information for the JCDOS post the contract award. B2Gnow provides vendor training, and additional information can be obtained by contacting JEA's Manager Supplier Diversity Programs.

The Company agrees to let JEA audit its financial and operating records with one day of notice, and during normal business hours, at its corporate offices for the purpose of determining compliance with all JSEB participation requirements of the Contract Documents.

If the Company violates any provision regarding JSEB, including, but not limited to, program intent, the Company shall be subject to any or all of the following, plus any other remedies available to JEA under law:

I. Terminate the Contract for default
II. Suspend the Respondent from bidding any JEA projects as follows:
    A. First offense: six months
    B. Second offense: one year
    C. Third offense: three year
III. Revoke Respondent's JSEB Certification if the Respondent itself is certified as a JSEB.

**2.166) Cumulative Remedies**

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

**2.167) Dispute**

Per the JEA Procurement Code, if a dispute occurs between JEA and the Company over a contractual issue that cannot be mediated by the JEA Representative the dispute may be taken to court for resolution.

**2.168) Entire Agreement**

The Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding.

**2.169) Expanded Definitions**

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

**2.170) Headings**

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

**2.171) Independent Contractor**

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

**2.172) Language and Measurements**

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

**2.173) Merger**

During the term of this Contract and any extension thereof, any invoice that may be issued by the Company to JEA shall be issued in accordance with and subject solely to the terms and conditions contained herein, notwithstanding any language to the contrary contained in such invoices. Any invoice issued during the Term and any extension thereof shall not modify or amend this Contract, unless such invoice is intended to modify or amend this Contract and does so in accordance with the terms of this Contract.

**2.174) Negotiated Contract**

Except as otherwise expressly provided, all provisions of the Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in the Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared the Contract.

**2.175) Nonexclusive**

Notwithstanding anything contained herein that may appear to be the contrary, the Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies to perform all or any portion of the Work, and JEA may self-perform all or any portion of the Work itself.

**2.176) References**

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time.

**2.177) Right to Audit and Financial Reporting**

Accounting System

The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company’s assets, expenses, cost of goods, and use of funds.

Audited Financial Statements

The Company shall provide to JEA audited financial statements for its most recent fiscal year not later than five days after receipt of written request from JEA.

Content and Retention of Records

The Company's records shall include, but not be limited to, accounting records; written policies and procedures; subcontract files (including proposals of successful and unsuccessful Respondents, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; invoices as support for other reimbursement; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Company shall, at all times during the term of the Contract and for a period of five years after the completion of the Contract, maintain such records, together with such supporting or underlying documents and materials.

Inspection /Audit of Records

Upon JEA's request, the Company shall allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of the Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit on three days' prior written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company shall have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

Cost of Audits

If the audit identifies (i) overpricing or overcharges of any nature by the Company to JEA in excess of one-half of one percent (.5%) of the total billings under the Contract at the time of the audit or (ii) fraud, misrepresentation or non-performance, the Company shall reimburse JEA for the total costs of the audit.

Billing Adjustments and Recoveries

The Company shall pay JEA all amounts identified as owing to JEA as a result of any such audit or inspection of the Company's invoices and records no later than 90 days after the Company's receipt of JEA's findings.

City of Jacksonville Office of the City Council Auditor

A Company providing contractual services purchased by JEA agrees and be deemed to have agreed by virtue of doing business under contract with JEA to be subject to audit upon request by the Office of the City Council Auditor pursuant to Article 5 of the JEA Charter.

**2.178) Safety and Protection Precautions**

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including, but not limited to, JEA's Contractor Safety Management Process (available at JEA.com), and orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this Section e is grounds for an immediate termination of the Contract for default, with no requirement for JEA to provide Company with advanced notice and opportunity to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

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

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

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

If the nature of the Work requires, the Company shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

Finally. the Company represents and warrants to JEA that it has the capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents. The Company shall be responsible for executing the necessary safety training and supervision of its employees and Subcontractors, and acknowledges that JEA is not responsible for training or supervising the Company's employees, except when noted for the purpose of enforcing compliance with these safety requirements.

**2.179) Subcontracting and Assignment**

The Company shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without JEA's prior written consent.

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

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

**2.180) Survival**

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

**2.181) Time and Date**

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

**2.182) Time of Essence**

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

**2.183) Title to Materials Found**

JEA shall retain the title to water, mineral matter, timber and any other materials that the Company, or its Subcontractors, encounters during the excavation or other operations of the Work. The Company shall use or dispose of this material in accordance with the Contract or written instructions from the Contract Administrator. Any materials

found in the excavation, or other operations of the Company, that are of archaeological or historical value shall be left in place. The Company shall immediately notify JEA of the find and shall take no further action until directed by JEA.

**2.184) Use of Contracts by the City of Jacksonville**

Where the City of Jacksonville's or its other independent agencies' or political subdivisions' procurement codes all use of JEA contracts, the Company agrees to extend any pricing and other contractual terms to such entities

**2.185) Waiver of Claims**

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

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

## 3) Additional Contract Terms

### 3.1) Additional Contract Terms - Required Federal Contract Clauses

In the event any portion of the Work is funded through a federal funding source, including after a Contract has been awarded and executed and commencement of the Work, the following Required Federal Contract Clauses shall apply to Company’s performance under this Contract.

### 3.2) Equal Employment Opportunity (FEMA & Grants)

During the performance of this contract, the Company agrees as follows:

(1) The Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Company 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, sexual orientation, gender identity, 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 Company 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 Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Company will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Company's legal duty to furnish information.

(4) The Company 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 Company's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Company 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.

(6) The Company 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.

(7) In the event of the Company'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 Company 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 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.

(8) The Company will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 Company 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 Company becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Company may request the United States to enter into such litigation to protect the interests of the United States.

**3.3) Compliance with the Davis-Bacon Act**

(1) To the extent required under applicable Federal program legislation, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Company shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
(2) The Company shall 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.
(3) The Company shall be required to pay wages not less than once a week. Weekly certified payrolls must be submitted electronically via the LCPtracker platform.
(4) The Company or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (3) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Company shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (3) of this section.

**3.4) Compliance with the Copeland "Anti-Kickback" Act**

(1) Company. The Company 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 Company or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Company 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 Company and subcontractor as provided in 29 C.F.R. § 5.12.

**3.5) Compliance with the Contract Work Hours and Safety Standards Act**

Where applicable, all contracts awarded by JEA 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 (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, 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. 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.

(1) Overtime requirements. No Company or subcontractor contracting for any part of the 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 Company and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Company 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 $27 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. JEA or the federal agency providing funds under this Contract 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 Company or subcontractor under any such contract or any other Federal contract with the same prime Company, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Company, such sums as may be determined to be necessary to satisfy any liabilities of such Company or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) Subcontracts. The Company 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 Company 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.

**3.6) Clean Air Act**

(1) The Company 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 Company agrees to report each violation to the JEA and understands and agrees that JEA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Company agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or other federal grants.

**3.7) Federal Water Pollution Control Act**

(1) The Company 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 Company agrees to report each violation to JEA and understands and agrees that JEA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The Company agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**3.8) 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 Company is required to verify that none of the Company's 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 Company 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 JEA. If it is later determined that the Company 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 JEA, 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.

**3.9) Domestic Preferences**

To the extent consistent with applicable law, and to the greatest extent practicable, the purchase, acquisition, or use by Company of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) is preferred for materials being used in the performance of Work under this Contract.
(b) For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3.10) Prohibition on Certain Telecom and Video Surveillance Services or Equipment**

No funds may be expended under this Contract to:
(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For the purposes of this section, "covered telecommunications equipment" is defined as:
(i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(iii) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**3.11) License and Delivery of Works Subject to Copyright and Data Rights**

The Company grants to JEA, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Company will identify such data and grant to JEA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Company will deliver to JEA data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by JEA.

**3.12) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

By the execution of this agreement the Company certifies that for Contracts in the amount of one hundred thousand dollars ($100,000.00) or more, as required under 31 U.S.C. § 1352 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. The Company shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded to JEA, who in turn will forward the certification(s) to the Federal awarding agency. By execution of this Contract, the Company certifies the following:

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 Section 1352, Title 31, U.S. Code. 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 Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

**3.13) Procurement of Recovered Materials**

(1) In the performance of this contract, the Company shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.
(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
(3) The Company also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**3.14) Access to Records**

The following access to records requirements apply to this contract:

(1) The Company agrees to provide JEA 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 Company which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Company agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) For FEMA-funded contracts, the Company 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.
(4) For FEMA-funded contracts, in compliance with the Disaster Recovery Act of 2018, JEA and the Company acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### 3.15) DHS SEAL, LOGO, AND FLAGS

The Company shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### 3.16) No Obligation By 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, Company, or any other party pertaining to any matter resulting from the contract.

### 3.17) Program Fraud and False Or Fraudulent Statements or Related Acts

The Company acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Company's actions pertaining to this contract.

### 3.18) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance or federal grant money will be used to fund the contract only. The Company will comply will all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

### 3.19) Energy Policy and Conservation Act (42 U.S.C. 6201)

If fedneral funds are used to fund the Work for this Contract, JEA and Company shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Act.

## 4) Technical Specifications

### 4.1) Technical Specifications

The Technical Specifications are in Appendix A of this Solicitation.