

REQUEST FOR QUALIFICATIONS (RFQ)
FOR
CONSIDERATION TO BE INCLUDED ON JEA'S QUALIFIED PROPOSERS LISTS (QPL) FOR
ARCHITECTURAL SERVICES - FACILITIES

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SECTION A: REQUEST FOR QUALIFICATIONS (RFQ)

1. PURPOSE

JEA has developed a new process for procuring professional services that are governed by the Consultant's Competitive Negotiation Act, Fla. Stat., Section 287.055. The purpose of this procedure is to award contracts more efficiently and to provide more opportunities for companies to obtain JEA work. Therefore, JEA is developing a pool of companies that will be pre-qualified, and once qualified, can submit proposals in response to JEA Request for Proposals (RFP) for Architectural Services - Facilities. Only Companies that are approved to be on a JEA's Qualified Proposers List (QPL) will be permitted to submit proposals in response to JEA RFPs for that particular category of work.

An interested Company must submit a Qualifications Package (hereinafter referred to as "Qualifications") to be eligible to be included on one or more of QPLs. A Company's Qualifications must provide evidence that it has successfully completed one qualifying project for that individual QPL. A qualifying project can be used to qualify for more than one QPL. A form is provided in Section C of this document for a Company to indicate which QPL it is applying and provide information related to the qualifying project.

Below are the established QPLs. Associated with each QPL is a description of a qualifying project required to be presented in Company's Qualifications. Companies are invited to submit Qualifications to be included on as many QPLs as they would like.

Architectural Services - Facilities

Category of Work – QPL	Qualifying Project
AS1- Architectural Services - Facilities	Performing utility Architectural Services work in the State of Florida.

2. QUALIFICATION REQUIREMENTS

Company shall meet the following requirements to be included on one or more of the QPLs:

1. Company must be a Jacksonville Small & Emerging Business (JSEB) and must have successfully completed 3 similar projects in the last 3 years for design in the amount of at least \$5,000 for each project. A similar project is defined as performing any architectural design projects for a Public Utility Company, including but not limited to architecture for at least one of the following in the State of Florida:
 - Plant related facilities
 - Water pipes
 - Sewer pipes
 - Underground electric facilities
 - Overhead electric
2. Architects Company's principle Architect must have a minimum of 3 years utility architectural experience and a valid and current State of Florida Architectural license.
3. The Company must acknowledge that once it is assigned to the QPL, Company will agree to JEA's Contract commercial terms contained herein. An acknowledgement form has been provided in Section C of this document and it must be signed and submitted with Company's Qualifications. If Company is Awarded a Contract through this RFQ/RFP process, no negotiation of Contract commercial terms will be allowed. If Company does not agree to JEA's Contract terms, JEA will rescind Company's Award and will Award the Contract to next highest ranked Proposer.
4. Note that some RFPs may require JEA safety prequalification. Please note that JEA Safety Prequalification may take up to 10 business days to obtain. It is the Company's responsibility to

ensure it is JEA safety prequalified. For more information or to verify if a Company is safety prequalified, contact Jerry Fulop at (904) 665-5810.

3. INVITATION

Interested Companies should submit Qualifications to be included in the above listed QPLs. Qualifications will be evaluated in accordance with the criteria described herein. Companies that meet or exceed the qualifications criteria will be assigned to the QPL. Once a Company is pre-qualified, that Company will then be permitted to submit Proposals in response to JEA issued RFP. Only Companies who are approved to be on a particular QPL will be permitted to submit Proposals.

4. COMPLETING THE QUALIFICATIONS PACKAGE

All Qualifications must be made on the required forms contained herein. Responses must be completed, signed, scanned as a pdf document and emailed to: qplrequest@jea.com

Companies should refer to the Special Instructions of this RFQ to review specific items which may be required with the submittal of its Qualifications. The Company, or its authorized agent or officer of the firm, shall sign the required forms. Failure to sign the forms may disqualify the Company.

SEPARATE SUBMITTALS ARE NOT REQUIRED TO QUALIFY FOR EACH QPL, AND THE SAME PROJECT CAN BE USED TO QUALIFY FOR MULTIPLE QPLS.

5. REQUIRED FORMS TO BE SUBMITTED

To submit Qualifications in response to this RFQ, all of the following forms must be completed and submitted. If the Company fails to complete or fails to submit one or more of the required forms, the Company's submittal may be rejected.

The following forms are required to be submitted by the Company:

1. **Qualification Project Submittal Form (Section C).**
2. **Contract Acknowledgment Form (Section C)**

6. SELECTION PROCESS

A Company's qualifications will be evaluated in accordance with the criteria described herein. JEA anticipates 30 days to evaluate a Company's qualifications and Company will be notified as to whether or not it is approved when the evaluation is complete. If Company is approved for a QPL, its "approved" status will be posted online at www.jea.com. **Only Companies who are approved to be on a particular QPL will be permitted to submit Proposals relevant to the particular QPL.**

Please note, all qualifying projects presented must be self-performed by the Company. Additionally, the qualifications of two separate companies cannot be used to satisfy the requirements herein. If a joint venture (JV) is submitting a qualifying project, the project must have been completed by the JV to meet the qualifications of this RFQ.

7. CONFLICT OF INTEREST

Pursuant to Florida Statute § 287.057(18), a person or company who receives a Contract which was not procured pursuant to public bidding procedures to a perform a feasibility study, or participated in the drafting of an invitation to bid or request for proposals, or developed a program for future implementation shall not be eligible to contract with JEA for any other contracts dealing with that specific subject matter.

Should JEA erroneously Award a Contract in violation of this policy, JEA may terminate the Contract at any time

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

8. ETHICS

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

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

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

In accordance with Florida Statutes sec. 287.133, JEA will reject Qualifications 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, stakeholder, employee, member, or agent active in management of the Company listed on the Convicted Vendor list for any transaction exceeding \$10,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

If the Company violates any requirement of this clause, its Qualifications may be rejected and JEA may debar offending companies and persons.

9. DEFINED TERMS

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

10. RESERVATIONS OF RIGHTS TO JEA

- A. This RFQ is not a contractual offer or commitment by JEA to purchase products or services.
- B. JEA reserves the right to reject any or all Qualifications, or any part thereof, and/or to waive Informalities if such action is in its best interest. JEA may reject any Qualifications that it deems incomplete, obscure or irregular and Qualifications from Companies who have previously failed to satisfactorily complete Contracts of any nature or who have been scored "Unacceptable" and as a result, are temporarily barred from bidding additional work.
- C. JEA reserves the right to cancel, postpone, modify, reissue and amend this RFQ at its discretion.

11. MODIFICATION OR WITHDRAWAL OF QUALIFICATIONS

The Company may modify or withdraw its Qualifications at any time.

12. AVAILABILITY OF QUALIFICATIONS PACKAGES

In accordance with the Florida Public Records Law, Florida Statute Section 119, copies of all Qualifications are

available for public inspection. Companies may review the Qualifications once they are available for public inspection by contacting the designated Buyer to arrange a mutually convenient time for such review at the JEA offices. JEA will post a listing of the Companies approved for the QPL on JEA.com.

13. PROTEST OF RFQ AND AWARD PROCESS

Companies shall file any protests regarding this RFQ in writing, in accordance with the JEA Purchasing Code, as amended from time to time. Copies of the JEA Purchasing Code are available online at JEA.com.

14. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting the Qualification Project Submittal Form, the Company certifies and represents as follows:

- A. The Company shall be prepared to show proof of a minimum of \$1 million of general liability insurance.
- B. That the individual signing the Qualification Project Submittal Form is a duly authorized agent or officer of the Company. Qualifications submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Qualification Project Submittal Form, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Qualifications are submitted by a partnership, the Qualification Project Submittal Form must be signed by a partner whose title must under the signature. If an individual other than a partner signs the Qualification Project Submittal Form, satisfactory evidence of authority to sign must be submitted upon request by JEA.
- C. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to any subsequent Award of a Contract.
- D. That the Company maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to contractor's license and occupational licenses necessary to perform the Work. The Company also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Company shall immediately notify JEA of status change.
- E. That the Company has read, understands and will comply with the Section entitled Ethics of these instructions to Company.
- F. That the Company agrees to the Contract Terms contained herein.

15. PROHIBITION AGAINST CONTINGENT FEES

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Company, or an independent sales representative under contract to the Company, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Company, or an independent sales representative under contract to the Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For the breach or violation of these provisions, 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.

SECTION B: CONTRACT DOCUMENT AND TERMS AND CONDITIONS

CONTRACT DOCUMENT AND TERMS AND CONDITIONS

Provided below is the Contract Document that will be executed by Company if it is Awarded a Contract. The Contract Document will incorporate by reference the terms contained in the Solicitation portion of this document provided in Section A, the General and Supplemental Contract terms provided in Section B; and the Forms provided in Section D.

**C O N T R A C T
B E T W E E N
J E A
A N D**

JEA CONTRACT # _____

THIS CONTRACT, is executed this _____ day of _____, 2015, (the "Effective Date"), by and between JEA, a body politic and corporate, in Duval County, Florida, (hereinafter sometimes called the "Owner" or "JEA"), and _____(name and address of Company), a _____corporation (hereinafter called the "Company").

WITNESSETH

WHEREAS, pursuant to the JEA Purchasing Code, JEA is authorized to procure goods and services;
and

WHEREAS, JEA has requested proposals and Company has submitted a proposal for said Services;
and

WHEREAS, said proposal has been accepted by JEA as the most qualified for the completion of the Services; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1) JEA hereby engages the Company and the Company hereby accepts said engagement for the purpose of providing to JEA professional services (the "Services"), as described in JEA's Request for Proposal (RFP) No. _____, and as amended by Addenda, now on file in the Office of the Chief Purchasing Officer, JEA, all of which are hereby incorporated herein by this reference, as if fully set out in their entirety and collectively referred to, for convenience as the "Contract Documents".
- 2) Such Work shall be done strictly in accordance with the RFP, this Contract, including the General Conditions and Supplemental Conditions, the advertisement requesting proposals, all plans, technical specifications, blueprints, requirements of JEA, federal, state and local permits, the proposal of said Company, and Award, now on file in the Office of Chief Purchasing Officer of JEA, (collectively, the "Contract Documents"), all of which are hereby specifically made part hereof by reference to the same extent as if fully set out herein in

the sum of not to exceed _____ Dollars (\$_____) (the “Maximum Indebtedness”) at and for the prices and on the terms contained in the Contract Documents.

- 3) This Contract shall commence on the Effective Date, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein until the Final Completion and Acceptance of the Work.
- 4) On faithful performance of this Contract, the Owner will pay the Company in accordance with the terms and on the conditions stated in the Contract Documents.
- 5) All notices required or permitted under this Contract shall be in writing and shall be deemed received if sent by one of the following means: (a) upon receipt if delivered by hand; (b) one day after being sent by an express courier with a reliable system for tracking delivery; (c) three days after being sent by certified or registered first class mail, postage prepaid and return receipt requested; or (d) upon confirmed facsimile transmission provided that a copy shall be sent by another of the foregoing means. All notices shall be addressed by a party to the other party as follows:

In the case of JEA:

JEA
Attn: Q--ProjectManagerNameTitle--Q
Q--JEANoticeAddress--Q

and to:

JEA
Attn: Heather Beard, Contracts Manager
21 W. Church St. CC-6, Jacksonville, FL 32202

In the case of Company:

Q--CompanyNoticeAddress--Q

- 5) Either party may change its address from time to time upon prior written notice to the other specifying the effective date of the new address.
- 6) Any other provision in this Agreement to the contrary notwithstanding the duration of this Agreement after the initial year, shall be contingent on upon the existence of lawfully appropriated funds for each subsequent year of the term.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, in triplicate, the day and year first above written.

ATTEST:

COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

License No.: _____

ATTEST:

JEA

By: _____

By: _____

Heather Beard
Manager, Procurement Contracts

John McCarthy
Director, Procurement Services

Director, Financial Planning, Budgets and Rates

Form Approved:

Office of General Counsel

GENERAL CONTRACT TERMS & CONDITIONS

The General Contract conditions contained herein will be incorporated by reference into the executed Contract which will be signed by both JEA and the Company.

1. DEFINITIONS AND PRELIMINARY MATTERS

1.1. DEFINITIONS

1.1 DEFINITIONS

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

1.1.1. ACCEPTANCE

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

1.1.2. ADDENDUM/ADDENDA

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

1.1.3. ANNIVERSARY DATE

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

1.1.4 . AWARD

The lawfully appropriated funds allocated and approved by the JEA Awards Committee. Once an Award is approved, JEA will either issue a Purchase Order or execute a Contract with the successful Company..

1.1.5. BID SECTION

The office located at 21 West Church Street, Jacksonville, FL, on the first floor of the JEA Customer Center, Room 002, and where Proposals received.

1.1.6 CHANGE ORDER

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

1.1.7. COMPANY

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

1.1.8. COMPANY REPRESENTATIVE

The individual responsible for representing the Company in all activities concerning the fulfillment and

administration of the Contract.

1.1.9. COMPANY SUPERVISOR

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

1.1.10. CONTRACT

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

1.1.11. CONTRACT ADMINISTRATOR

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

1.1.12. CONTRACT DOCUMENTS

Contract Documents means the Contract and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

1.1.13. CONTRACT PRICE

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

1.1.14. CONTRACT TIME OR CONTRACT TERM

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.

1.1.15. DEFECT

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

1.1.16. 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.

1.1.17. HOLIDAYS

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

1.1.18. INVOICE

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

1.1.19. JEA

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

1.1.20. JEA REPRESENTATIVES

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

1.1.21. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

The Company averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

1.1.22. PERFORMANCE - TOP PERFORMANCE/PERFORMER

The Company averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric. Continuous performance for six months or more at Top Performance, or intermittent performance on at least three Contracts performed over at least a six-month period at Top Performer levels, qualifies the Company for designation as a JEA Blue Ribbon Vendor. JEA Blue Ribbon Vendors receive special promotional recognition from JEA.

1.1.23. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

1.1.24. PROPOSAL

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

1.1.25. PROPOSER

The respondent to a Request for Proposal (RFP).

1.1.26. PURCHASE ORDER (PO)

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

1.1.27. QUALITY ASSURANCE

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

1.1.28. QUALITY CONTROL

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

1.1.29. REQUEST FOR PROPOSAL (RFP)

A process where JEA can seek a specific proposal from Companies.

1.1.30. REQUEST FOR QUALIFICATIONS

The document issued by the JEA Procurement Department to solicit Qualifications from Companies that includes, but is not limited to, the Qualification Project Submittal Form, samples of contract documents and Addenda.

1.1.31. SUBCONTRACTOR

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

1.1.32. SUPPLEMENTAL CONDITIONS

The Supplemental Conditions amend or supplement the General Conditions of the Contract and other provisions of the Contract Documents.

1.1.33. TASK ORDER

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

1.1.34. QUALIFICATIONS OR QUALIFICATIONS PACKAGE

The documents describing the Company's qualifications to verify it complies with the requirements of the RFQ.

1.1.35. QUALIFIED PROPOSERS LIST

List of Companies that meet the Selection Criteria for this RFQ and will be permitted to submit a Proposal in response to a JEA RFP for the category of services referenced in this RFQ.

1.1.36. WORK OR SCOPE OF SERVICES

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

2. CONTRACT DOCUMENTS

2.1 ORDER OF PRECEDENCE

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

- Executed Change Orders / Amendments
- Executed Contract Document
- Supplemental Conditions of Contract
- General Conditions of Contract
- Purchase Order
- Drawings
- Technical Specifications, Exhibits and Attachments
- References
- Company's proposal

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

3. INSURANCE, INDEMNITY & RISK OF LOSS

3.1. INSURANCE

Insurance requirements are described in the Supplemental Conditions attached hereto.

3.2. INDEMNIFICATION

Indemnification requirements are described in the Supplemental Conditions attached hereto.

3.3. RISKS AND PROPERTY

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

4. PRICE & PAYMENTS

4.1 INVOICING AND PAYMENT TERMS

The Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. JEA will pay the Company any undisputed amount requested within 30 calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

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

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

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

4.2. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) – INVOICING AND PAYMENT

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

4.3. OFFSETS

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

4.4. COST SAVINGS PLAN

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

4.5. TRUTH IN NEGOTIATION CERTIFICATE

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

4.6. TAXES

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

5. TERM & TERMINATION

5.1. TERM OF CONTRACT

Term of the Contract is set forth in the Supplemental Conditions attached hereto.

5.2. TERMINATION FOR CONVENIENCE

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

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

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

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

5.3. TERMINATION FOR DEFAULT

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

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents.
- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality.
- The Company breaches any of the representations or warranties
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA.
- Any material change in the financial or business condition of the Company.

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

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

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

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

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

6. CONFIDENTIALITY & PROPRIETARY INFORMATION

6.1. CONFIDENTIALITY AND PUBLIC RECORD LAWS

This Agreement and any related documents are considered public records under the "Public Records Law", Chapter 119, Florida Statutes, unless specifically exempted by law. Any meetings involving two or more members of JEA at which official acts are to be taken are considered public meetings under the Florida "Government in the Sunshine Law", as contained in Chapter 286, Florida Statutes.

Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Contract that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Contract and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, or alliance companies on a "need to know" basis in connection with the Work, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Work to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate five (5) years after the expiration or termination of the Contract under which the Confidential Information was disclosed, unless the law requires a longer period.

The parties acknowledge that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". If a request is made to view such Confidential Information, JEA will notify Company of such request and the date that such records will be released to the requester unless Company obtains a court order enjoining such disclosure. If the Company fails to obtain that court order enjoining disclosure, JEA will release the requested information on the date specified. Such release shall be deemed to be made with the Company's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property. In the event the Company breaches this Contract, then the Company hereby grants JEA a limited license to use the Confidential Information in any reasonable way in order to mitigate JEA's damages.

6.2. PROPRIETARY INFORMATION

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

6.3. PUBLICITY AND ADVERTISING

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

7. OWNERSHIP OF DOCUMENTS AND EQUIPMENT

The Company agrees that all drawings, designs, specifications, renderings, notebooks, tracings, photographs, reference books, equipment, expendable equipment and materials, negatives, reports, findings, recommendations, data and memoranda of every description (hereinafter referred to as "Works"), arising out of or relating to the Services rendered by the Company under this Contract, are to become the property of JEA. Company and JEA agree that said Works shall be considered as Works Made for Hire under the United States Copyright laws as more specifically defined in Section 7.2. JEA shall have the absolute and exclusive right to own and use all said Works together with any and all copyrights, patents, trademark and service marks associated with said Works. The use of these Works in any manner by JEA shall not support any claim by the Company for additional compensation

7.1. INTELLECTUAL PROPERTY

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

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

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

7.2. WORK MADE FOR HIRE

With the exception of Company's pre-existing intellectual capital and third-party intellectual capital as described in Intellectual Property, as stated herein, JEA shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to any project generated by the Work including, but not limited to, software, source code, reports, deliverable, or work product developed by the Company specifically for JEA in connection with the Work, and derivative works relating to the foregoing. Such Work shall include, but shall not be limited to, those reports and deliverables specified in the Contract Documents. The Company understands and agrees that the "work made for hire", or any portion of the Work, shall be a "work made for hire" for JEA pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but, previously developed by the Company specifically for other customers of the Company or for the purpose of providing substantially similar services to other Company customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of JEA deliverables are not deemed works made for hire by operation of law, the Company hereby irrevocably assigns, transfers, and conveys to JEA, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, the Company acknowledges that JEA shall have the right to obtain and hold

in its own name any intellectual property right in and to the Work. The Company agrees to execute any documents or take any other actions as may reasonably be necessary, or as JEA may reasonably request, to perfect or evidence JEA's ownership of the Work.

7.3. PATENTS & COPYRIGHTS

In consideration of ten dollars (\$10.00), receipt and sufficiency is hereby acknowledged, 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 un-copyrighted works, secret processes, trade secrets, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Services, 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 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 Services. If Company fails to secure such license for JEA, Company will replace the Services with non-infringing Services, or modify the Services in a way satisfactory to JEA, so that the Services are non-infringing.

8. JSEB COMPLIANCE

8.1. COMPLIANCE WITH JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) REQUIREMENTS

The City of Jacksonville requirements as outlined in the City of Jacksonville Ordinance relating to JSEBs shall apply in their entirety to this Contract. The Company shall achieve the participation goal as set forth in the Supplemental Conditions of this Contract, except as allowed under the good faith efforts exception as defined in the City of Jacksonville Ordinance.

Where the City of Jacksonville ordinance refers to "Chief", it shall be construed to mean, for purposes of this Contract, JEA's Chief Purchasing 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 requirements of the Contract.

The Company must use the JSEB firms it listed in its Proposal to perform the actual Work or provide the materials/and or suppliers, unless this requirement is waived in writing by JEA due to hardship or lack of JSEB firm diligence in performing the Work or providing the materials and/or supplies. In no case shall the Company make changes to JSEB qualified firms, scope, or amount of Work without prior written notice to the Contract Administrator, and without subsequent receipt of written approval from the Contract Administrator. JSEB firms that qualify for this Contract are those shown on the current JEA or City of Jacksonville JSEB directories appearing at jea.com and coj.net respectively. Certification of JSEB firms must come from JEA or City of Jacksonville. No other agency or organization is recognized for purposes of this Contract.

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 bi-monthly, and the Company shall pay proper invoices no later than 3 days after receipt. The Company shall obtain written approval from the Contract Administrator prior to withholding any payment from JSEB firm.

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 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:

Terminate the Contract for breach

Suspend the Company from bidding any JEA projects as follows:

First offense: six months

Second offense: one year

Third offense: three years

Revoke Company JSEB certification if the Company itself is certified as a JSEB.

9. PERFORMANCE

9.1. COORDINATION OF SERVICES PROVIDED BY JEA

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

The JEA Representative's contact information is provided in the Supplemental Conditions.

9.2. 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.

9.3. COMPLETION OF WORK (PO)

The Company shall begin Work within 10 days after the date of written Purchase Order from JEA to begin Work, 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 date established for Final Completion, the Company shall be solely responsible for additional costs as defined in the Contract.

9.4. LICENSES

The Company shall comply with all licensing and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses 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.

9.5. SAFETY AND PROTECTION PRECAUTIONS

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

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

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's

individual responsible for the prevention of accidents.

9.6. VENDOR PERFORMANCE EVALUATION

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

10. JEA FURNISHED ITEMS

10.1. CONDITIONS OF PROVISIONING

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

Any use of JEA furnished items on non-JEA work is a breach of the Contract and a violation of the law. All JEA furnished items are the property of JEA when issued, stored by Company, and used in performance of the Work. The Company agrees that it shall use all JEA furnished items in a manner consistent with industry practice, codes, laws, considering the condition of the JEA furnished item, the skills of the individuals using the JEA furnished item, and all environmental conditions. The Company understands and agrees that where JEA and the Company shall share JEA furnished items, JEA usage shall always have priority over Company usage, and the Contract Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Company.

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

11. CHANGES TO WORK OR SCHEDULE

11.1. CHANGE IN SCOPE OF SERVICES

From time to time, JEA may direct changes and modifications in the scope of the services, as contained in the Contract Documents, to be performed under this Contract as may be necessary to carry out the purpose of this Contract. The Company is willing and agreeable to accommodate such changes, provided it is compensated for additional services in accordance with its professional fees and expenses under the terms of this Contract. Such changes shall be in the form of a written amendment to this Contract reflecting, as appropriate, an amendment to the Work rendered and adjustment to Company's professional fees, including an extension to the duration of this Contract, as well as the maximum indebtedness of JEA. Maximum indebtedness is the maximum total cost that may be paid to the Company hereunder, including travel related costs, during the term of the Contract for the Work rendered under the terms of this Contract. The JEA Representative directly responsible for each project will make the final determination as to whether any compensable change exists.

11.1. DELAYS

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

11.2. SUSPENSION OF SERVICES

JEA may suspend the performance of the Services rendered by providing COMPANY with five (5) days written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the COMPANY shall resume the full performance of the Services when directed in writing to do so by JEA. Suspension of Services for reasons other than the COMPANY's negligence or failure to perform, shall not affect the COMPANY's compensation as outlined in this Agreement.

11.3. AMENDMENTS

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

11.4. FORCE MAJEURE

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

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

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

12. LABOR

12.1. PERSONNEL & CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL

Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Company or approved subcontractors; (b.) qualified to perform the Services, and (c.) fluent in the English language.

Subsequent to the execution of this Agreement, Company shall notify the JEA Project Representative in writing prior to making changes in professional personnel assigned, or to be assigned, as provided in Company's proposal to manage or perform Services under this Agreement. The JEA Project Representative shall have the right to reject any personnel assigned by Company to perform work under this Agreement. If the right of rejection is exercised by the JEA Project Representative, Company shall submit for approval of the JEA Project Representative, the name or names of substitute personnel to fill the positions resulting from said rejection. The JEA Project Representative shall have the right to require the removal of Company's previously assigned personnel and Company shall promptly replace the same, subject to the JEA Representative's approval at no cost to JEA.

12.2. 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.

12.3. NONDISCRIMINATION

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees

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

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

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

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

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

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

12.4. LEGAL WORKFORCE

All persons performing work on the Work Location must be United States Citizens or legally authorized to reside and work in the United States. Owner may request at any time during the Contract period the following, which shall be furnished to Owner within twenty-four (24) hours of request:

Proof of U.S. citizenship or other legal authorization to reside in U.S. for all persons performing work at the Work Location; and

Proof that the salaries for all persons performing work on the Work Location are at or above state and federal minimum wage requirements; and

Proof of eligibility of all persons performing work on the Work Location to legally work in the United States.

Additionally, to ensure all Company employees assigned to the Work are eligible to be legally employed in the United States, Company should register as a Federal Contractor on the E-Verify website, and within 30 days of the Effective Date of this Contract, verify the eligibility of all new employees. Failure of Company to perform this verification may be considered a breach of contract and Company will be liable for any fines or penalties assessed for the employment of illegal aliens.

The Company shall include the requirements of this clause, including this part, in each subcontract

12.5. RIGHT TO AUDIT AND FINANCIAL REPORTING

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

13. REPRESENTATIONS & WARRANTIES

13.1. WARRANTY

Warranty requirements are described in the Supplemental Conditions attached hereto.

13.2. PERFORMANCE OF THE WORK

Not Used.

14. MISCELLANEOUS PROVISIONS

14.1. AMBIGUOUS CONTRACT PROVISIONS

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

14.2. CHOICE OF LAW

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

14.1. PROHIBITION AGAINST CONTINGENT FEES

Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, JEA shall have the right to terminate the Agreement 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.

14.2. CUMULATIVE REMEDIES

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

14.3. EXPANDED DEFINITIONS

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

14.3. SURVIVAL

Any provision of this Agreement that, but its nature, is applicable to circumstances arising after the termination or expiration of this Agreement shall survive such termination or expiration and remain in full force and effect.

14.4. ENTIRE AGREEMENT

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

14.5. INDEPENDENT CONTRACTOR

Company is performing the Services as an independent contractor and nothing in this Agreement 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

14.6. HEADINGS

The division of this Contract into sections, the insertion of headings and/or index numbers and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

14.7. 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.

14.8. NONEXCLUSIVE

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

14.9. REFERENCES

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

14.10. SEVERABILITY

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

14.11. MEETINGS AND PUBLIC HEARINGS

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

14.12. SUBCONTRACTING OR ASSIGNING OF CONTRACT

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

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

14.13. TIME AND DATE

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

14.14. TIME OF ESSENCE

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

14.15. WAIVER OF CLAIMS

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

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

15. SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

15.1. CONTRACT TERMS AND CONDITIONS

The Supplemental conditions contained herein will be incorporated by reference into the executed Contract which will signed by both JEA and the Company.

15.2. INTRODUCTION

These Supplemental Conditions amend or supplement the General Conditions of the Contract and other provisions of the Contract Documents as indicated below.

15.3. REQUIRED INSURANCE

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

Schedule	Amount
Workers' Compensation Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability)
Commercial General Liability Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors Broad Form Property Damage Explosion, Collapse and Underground Hazards (XCU Coverage) as appropriate	\$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	\$1,000,000 each occurrence, combined single limit
<u>Professional Liability</u> Errors & Omissions	\$1,000,000 each claim \$2,000,000 annual aggregate
Excess or Umbrella Liability (This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability)	\$2,000,000 each occurrence and annual aggregate

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

Company shall specify JEA as an additional insured for all coverages except Workers' Compensation, Employer's Liability, and Professional 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 ,except Professional Liability insurance, in favor of JEA, its governing boards, officers, employees, agents,

successors

and

assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval.

Company's and its subcontractors' certificates of insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

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

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

15.4. 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"), negligent, reckless or intentionally wrongful 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' negligent reckless or intentionally wrongful activities, (b) any environmental, health and safety liabilities arising out of or relating to the negligent, reckless or intentionally wrongful operation or other negligent, reckless or intentionally wrongful 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 any negligent, reckless or intentionally wrongful activity conducted by the Company or any Party. JEA will be entitled to control any remedial action 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.

15.5. INDEMNIFICATION

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless, and indemnify, JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of this Contract, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract. It is the intent of the parties that this indemnification shall be in accord with Section 725.08, Florida Statutes.

15.6. PAYMENT METHOD

15.6.1. PAYMENT METHOD – TIME AND MATERIALS

The Company shall submit to JEA an Invoice once a month for payment of all fees and expenses incurred during that month by the Company in performing the Work. JEA may elect to make a partial payment or no payment if JEA determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the Work being invoiced is not in accordance with the Contract Documents.

15.7. TERM

15.7.1. TERM OF CONTRACT – THROUGH COMPLETION OF WORK

The Contract shall be in force through completion of all Work, Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including Warranty provisions.

15.8. WARRANTY

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the Work, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound.

The Company represents and warrants that it will conduct the Work. in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work...

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

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

The Company warrants all Work for a period of one year following Acceptance of the Work. If any failure to meet the foregoing warranty appears within one year after Work is Accepted, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.

The Company warrants that all items provided under the Contract shall be free from Defect in accordance with the requirements of this Contract, and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry.

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

SECTION C: FORMS

Additional forms required to be submitted with Company's RFQ that are not provided in this Section can be obtained on the JEA website at www.jea.com.

**QUALIFYING PROJECT SUBMITAL FORM
FOR
CONSIDERATION TO BE INCLUDED ON JEA'S QUALIFIED PROPOSERS LISTS (QPL) FOR
WATER, SEWER AND ENVIRONMENTAL ENGINEERING SERVICES**

I. INSTRUCTIONS:

Please provide the requested information to qualify for one or more of the QPLs using the form provided below. This form can be used to submit qualifying projects for multiple QPLs. Separate submittals are not required to qualify for each QPL, and the same project can be used to qualify for multiple QPLs.

All Qualifications must be made on the required forms contained herein. Responses must be completed, signed, scanned as a pdf document and emailed to: qplrequest@jea.com

Companies should refer to the Special Instructions of this RFQ to review specific items which may be required with the submittal of its Qualifications. The Company, or its authorized agent or officer of the firm, shall sign the required forms. Failure to sign the forms may disqualify the Company.

II. CATEGORY OF WORK – QPL

Check the box for all of the QPLs for which Company is applying:

- AS1- Architectural Services - Facilities**

III. QUALIFICATIONS

1. COMPANY INFORMATION -

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

COUNTY: _____

TELEPHONE: _____

FAX: _____

E-MAIL OF CONTACT: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: _____

2. STAFF PRINCIPAL ARCHITECT

Architects Company's principle Architect must have a minimum of 3 years utility architectural experience and a valid and current State of Florida Architectural license. Please provide the name of one State of Florida registered principal architect currently on staff with Company. **Please attach evidence of current license.**

NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

YEARS OF UTILITY SURVEY EXPERIENCE: _____

C. QPL/Category of Work _____

Project Name _____

Reference Name _____

Reference Phone Number _____

Reference E-Mail Address _____

Date work was completed _____

Description of Project _____

Company's Certification

By submitting this form, the Company certifies that the Company has read and reviewed all of the documents pertaining to this RFQ and agrees to abide by the terms and conditions set forth herein, that the person signing below is an authorized representative of the Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate license for the work. Additionally, Company agrees to enter into a Contract with JEA subject to the terms and conditions contained herein.

Signature of Authorize Officer of Firm or Agent

Date

Printed Name & Title

Phone Number .

COMPANY ACKNOWLEDGEMENT OF JEA CONTRACT TERMS

By submitting this Form, Company acknowledges that once it is approved for a Qualified Proposer List pursuant to this RFQ, Company agrees to JEA's Contract commercial terms contained herein. If Company is subsequently Awarded a Contract pursuant to this process, no negotiation of Contract commercial terms will be allowed and a Contract will be executed upon ten (10) days upon receipt of the Contract Documents. If Company does not agree to JEA's Contract terms and does not executed the Contract in the stated timeframe, JEA will rescind Company's Award and will Award the Contract to next highest ranked Proposer.

Signature of Authorize Officer of Firm or Agent

Date

Printed Name & Title

Phone Number . |