

## **JEA AWARDS COMMITTEE**

### **JUNE 04, 2020 MEETING MINUTES**

The JEA procurement Awards Committee met on June 04, 2020, via WebEx

WebEx Meeting Number (access code): 160 894 5251

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chairperson, Laure Whitmer as Budget Representative, Julie Davis as Office of General Counsel Representative; with John McCarthy, Joe Orfano, Shawn Eads, Deryle Calhoun, and Caren Anders as voting Committee Members.

Chair McCollum called the meeting to order at 10:00 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

Chair McCollum announced that the meeting was being held remotely to slow the spread of the Covid-19 virus and to encourage social distancing and that pursuant to Governor DeSantis' Executive Order 20-69, local governments were allowed to hold public meetings using communications media technology rather than in a physical location. She stated that the JEA Awards Committee meeting was being held by virtual means via WebEx which allows interested persons to view and participate in the meeting remotely. Additionally, Chair McCollum and Shawn Eads reviewed the WebEx meeting instructions and how public comment would be received and taken during the meeting.

#### Public Comments:

Chair McCollum recognized the public comment speaking period and opened the meeting floor to public comments. No public comments were provided by email, phone or videoconference.

#### Awards:

Chair McCollum verbally presented the Committee Members the proposed May 21, 2020 minutes contained in the board packet.

**MOTION:** Caren Anders made a motion to approve the May 21, 2020 minutes (Award Item 1). The motion was seconded by Deryle Calhoun and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-5:

2. 025-20 – Request approval to award a contract to Petticoat-Schmitt Civil Contractors, Inc. for Construction Services for the District II - 10800 Key Haven Blvd. Pump Station Project Improvement project in the amount of \$1,357,824.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Deryle Calhoun made a motion to approve Award Item 2 as presented in the board packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

3. Request approval for a one (1) year contract renewal to Western Union Global Payments for Walk In Payment Services in the amount of \$500,000.00, for a new not-to-exceed amount of \$2,855,224.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Caren Anders made a motion to approve Award Item 3 as presented in the board packet with minor administrative change. The motion was seconded by Shawn Eads and approved unanimously by the Awards Committee (5-0).

4. Request approval for a ratification of an award to Florida Department of Transportation for the SR200 and I-95 crossing for the William Burgess Blvd to Police Lodge Reclaimed Water Main project in the amount of \$350,144.38, subject to the availability of lawfully appropriated funds.

**MOTION:** John McCarthy made a motion to approve Award Item 4 as presented in the board packet. The motion was seconded by Deryle Calhoun and approved unanimously by the Awards Committee (5-0).

5. Request approval to award a three (3) year contract to Schweitzer Engineering Laboratories, Inc. for the supply of relays and services for transmission and distribution services in the amount of \$2,987,661.15, subject to the availability of lawfully appropriated funds.

**MOTION:** Caren Anders made a motion to approve Award Item 4 as presented in the board packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee for consideration.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 10:55 a.m.

**NOTE: These minutes provide a brief summary only of the Awards Committee meeting. For additional detail regarding the content of these minutes or discussions during the meeting, please review the meeting recording. The recording of this meeting as well as other relevant documents can be found at the link below: [https://www.jea.com/About/Procurement/Awards\\_Meeting\\_Agendas\\_and\\_Minutes/](https://www.jea.com/About/Procurement/Awards_Meeting_Agendas_and_Minutes/)**

# AWARDS COMMITTEE AGENDA

**DATE:** Thursday, June 04, 2020  
**TIME:** 10:00 A.M.  
**PLACE:** WebEx/Teleconference  
WebEx Meeting Number (access code): 160 894 5251  
WebEx Password: pxP6CqUSt63

## **Public Comments:**

## **Awards:**

1. Approval of the minutes from the last meeting (05/21/2020).
2. 025-20 – Request approval to award a contract to Petticoat-Schmitt Civil Contractors, Inc. for Construction Services for the District II - 10800 Key Haven Blvd. Pump Station Project Improvement project in the amount of \$1,357,824.00, subject to the availability of lawfully appropriated funds.
3. Request approval for a one (1) year contract renewal to Western Union Global Payments for Walk In Payment Services in the amount of \$500,000.00, for a new not-to-exceed amount of \$2,855,224.00, subject to the availability of lawfully appropriated funds.
4. Request approval for a ratification of an award to Florida Department of Transportation for the SR200 and I-95 crossing for the William Burgess Blvd to Police Lodge Reclaimed Water Main project in the amount of \$350,144.38, subject to the availability of lawfully appropriated funds.
5. Request approval to award a three (3) year contract to Schweitzer Engineering Laboratories, Inc. for the supply of relays and services for transmission and distribution services in the amount of \$2,987,661.15, subject to the availability of lawfully appropriated funds.
6. **DEFERRED** - Request approval to award a six (6) month renewal to Trusted Hand Service, Inc. for janitorial services at JEA facilities in the amount of \$418,100.20, for a new not-to-exceed amount of \$2,198,443.27 subject to the availability of lawfully appropriated funds.

**Informational Item:** N/A

**Open Discussion:** N/A

**Public Notice:** N/A

**General Business:** N/A

**SPECIAL NOTES:** Copies of the above items are available in JEA Procurement, if needed for review. If a person decides to appeal any decision made by the Awards Committee, with respect to any matter considered at this meeting, that person will need a record of the proceedings, and, for such purpose, needs to ensure that a verbatim record of the proceedings is made, which record includes the evidence and testimony upon which the appeal is to be based. If you have a disability that requires reasonable accommodations to participate in the above meeting, please call 665-8625 by 8:30 a.m. the day before the meeting and we will provide reasonable assistance for you.

## 06-04-2020 Awards Committee

<u>Award #</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/ Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 05/21/2020 meeting.
2	Invitation For Bid (IFB) 3 Respondents	Calhoun	\$2,200,000.00	\$1,357,824.00	Petticoat-Schmitt Civil Contractors, Inc.	Project Completion	<p><b><u>Construction Services for the District II - 10800 Key Haven Blvd. Pump Station Project Improvements</u></b></p> <p>The project details are below:</p> <ul style="list-style-type: none"> <li>• Planning Project Budget: \$2,832,407.08 <ul style="list-style-type: none"> <li>○ Engineering Budget: \$382,689.00</li> <li>○ Construction Budget: \$2,200,000.00</li> <li>○ Internal JEA Costs: \$249,718.08</li> </ul> </li> <li>• Revised Project Budget: \$1,990,231.08 <ul style="list-style-type: none"> <li>○ Engineering Budget (McKim &amp; Creed): \$382,689.00</li> <li>○ Construction Budget: \$1,357,824.00</li> <li>○ Internal JEA Costs: \$249,718.08</li> </ul> </li> <li>• Original Project Schedule: <ul style="list-style-type: none"> <li>○ Engineering Completion: October 2019</li> <li>○ Construction Completion: July 2021</li> </ul> </li> <li>• Revised Schedule: <ul style="list-style-type: none"> <li>○ Engineering Completion: October 2019</li> <li>○ Construction Completion: December 2021</li> </ul> </li> </ul>
3	Renewal	Stewart	\$743,500.00	\$500,000.00	Western Global Union Payments	Three (3) Years w/Two (2) – 1 Yr. Renewals	<p><b><u>Walk In Payments – Third Party Payment Processor (O&amp;M)</u></b></p> <p>The contract spend details are below:  Original Award: \$1,855,224.00  Renewal Award 1: \$500,000.00  Renewal Award 2: \$500,000.00  NTE Amount: \$2,855,224.00</p>
4	Ratification	Calhoun	N/A	\$350,144.38	Florida Dept of Transportation	Project Completion	<p><b><u>SR200 – William Burgess Blvd to Police Lodge Rd - Trans – RW</u></b></p> <p>Ratification amount of \$350,144.38</p>
5	Standard	Anders	\$2,987,661.15	\$2,987,661.15	Schweitzer Engineering Laboratories Inc.	Three (3) Years w/Two (2) – 1 Yr. Renewals	<p><b><u>Schweitzer Engineering Laboratories (SEL) Equipment - JEA Approved Standard</u></b></p> <p>JEA standardized on SEL  FY – 20 - \$1,271,952.95  FY – 21 - \$ 967,823.90  FY – 22 - \$ 747,884.30</p>
6 - Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
<b>Total Award</b>				<b>\$5,195,629.53</b>			



## Formal Bid and Award System

Award #2 June 4, 2020

**Type of Award Request:** BID (IFB)  
**Request #:** 6751  
**Requestor Name:** Ramirez, Samuel T.  
**Requestor Phone:** (904) 665-6960  
**Project Title:** Construction Services for the District II - 10800 Key Haven Blvd. Pump Station Project Improvements  
**Project Number:** 8003566  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$2,200,000.00

### Scope of Work:

JEA is soliciting Bids from construction contractors for the Construction Services for the District II - 10800 Key Haven Blvd. Pump Station Project and Dunn Ave. Force Main Improvements projects. The scope of work specified herein includes replacing the pump station located at 10800 Key Haven Blvd with a new submersible pump station.

**JEA IFB/RFP/State/City/GSA#:** 025-20  
**Purchasing Agent:** Kruck, Dan R.  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.	Kimberly Bryan	kbryan@petticoatschmitt.com	6380 Philips Highway, Jacksonville, FL 32216	(904) 751-088	\$1,357,824.00

**Amount for entire term of Contract/PO:** \$1,357,824.00  
**Award Amount for remainder of this FY:** \$20,000.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 07/10/2020  
**End Date (mm/dd/yyyy):** Project Completion (Expected: December 2021)  
**JSEB Requirement:** Five Percent (5%) Goal

### Comments on JSEB Requirements:

Donna J. Hamilton (Materials) - 4.0%  
 Landscape Construction (Landscaping) – 1%

**BIDDERS:**

Name	Amount
PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.	\$1,346,074.00
WILLIAMS INDUSTRIAL SERVICES GROUP, LLC	\$2,215,726.04
SAWCROSS, INC.	\$2,289,020.00

**Background/Recommendations:**

Advertised on 03/05/2020. Six (6) prime contractors attended the mandatory pre-bid meeting held on 03/13/2020. At Bid opening on 04/28/2020, JEA received three (3) Bids. Petticoat-Schmitt Civil Contractors, Inc. is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup.

The award amount of \$1,357,824.00 is approximately 38.3% lower than the budget estimate due to reduced prices for most of the Bid Workbook line items than estimated. The bid amounts were reviewed by JEA estimating and deemed reasonable. The award amount is \$11,750.00 higher than the bid amount in the table above due to JEA including two optional bid line items in the award amount. Those two items are a precast polymer manhole and additional plants for the landscape design. The base bid was the basis of award; however, the low bidder was still lowest cost when adding these two line items for comparison. A budget trend has been submitted to reduce the project budget and return the funds to the capital holding account.

The project details are below:

- Planning Project Budget: \$2,832,407.08
  - Engineering Budget: \$382,689.00
  - Construction Budget: \$2,200,000.00
  - Internal JEA Costs: \$249,718.08
- Revised Project Budget: \$1,990,231.08
  - Engineering Budget (McKim & Creed): \$382,689.00
  - Construction Budget: \$1,357,824.00
  - Internal JEA Costs: \$249,718.08
- Original Project Schedule:
  - Engineering Completion: October 2019
  - Construction Completion: July 2021
- Revised Schedule:
  - Engineering Completion: October 2019
  - Construction Completion: December 2021


025-20 – Request approval to award a contract to Petticoat-Schmitt Civil Contractors, Inc. for Construction Services for the District II - 10800 Key Haven Blvd. Pump Station Project Improvement project in the amount of \$1,357,824.00, subject to the availability of lawfully appropriated funds.

**Manager:** Collier, Bradley W - Mgr W/WW Project Management

**Director:** Conner, Sean M - Dir W/WW Project Engineering & Construction

**VP:** Calhoun, Deryle I. - VP/GM Water Wastewater Systems

**APPROVALS:**

 06/05/2020

**Chairman, Awards Committee** **Date**

Laure A Whitmer 6/5/2020

**Budget Representative** **Date**

025-20 Construction Services for the District II - 10800 Key Haven Blvd. Pump Station Project and Dunn Ave. Force Main Improvements

Submit an **original, two (2) copies and one (1) thumb drive** along with other required forms in a sealed envelope to: JEA Procurement Dept., 21 W. Church St., Bid Office, Customer Center, 1<sup>st</sup> Floor, Room 002, Jacksonville, FL 32202-3139.

Company Name: Petticoat-Schmitt Civil Contractors, Inc.

Company's Address: 6380 Philips Highway, Jacksonville, FL 32216

License Number: CGC #057651; CUC #057440

Phone Number: (904) 751-0888 FAX No: (904) 751-0988 Email Address: kbryan@petticoatschmitt.com

**BID SECURITY REQUIREMENTS**

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

**TERM OF CONTRACT**

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

**SAMPLE REQUIREMENTS**

- None required
- Samples required prior to Bid Opening
- Samples may be required subsequent to Bid Opening

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- None required
- Bond required 100% of Bid Award

**QUANTITIES**

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

**INSURANCE REQUIREMENTS**

Insurance required

**PAYMENT DISCOUNTS**

- 1% 20, net 30
- 2% 10, net 30
- Other \_\_\_\_\_
- None Offered

**ENTER YOUR BID FOR SOLICITATION 025-20**

**TOTAL BID PRICE**

**Total Bid Price for the Project  
(enter total from cell G58 in the Bid Workbook)**

\$ 1,346,074.00

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

**BIDDER CERTIFICATION**

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

We have received addenda

1 through 3

*Kimberly S. Bryan*

Handwritten Signature of Authorized Officer of Company or Agent

4/28/20

Date

Kimberly S. Bryan, Vice President  
Printed Name and Title



**025-20 Addendum 2 - Bid Workbook**  
**District II - 10800 Key Haven Boulevard - Key Haven Pump Station Rehabilitation**

PART A - BASE BID						
Item No.		Description	Quantity	Unit	Unit Price	Total Price
44	801-19	<b>PUMP STATION:</b>				
		SOV-A - DEMOLITION OF SITE COMPONENTS	1	LS	\$55,600.00	\$55,600.00
		SOV-B - DEMOLITION OF PROCESS/ELECTRICAL/CONTROLS/PLUMBING COMPONENTS	1	LS	\$19,100.00	\$19,100.00
		SOV-C - FILL MATERIAL AT DEMOLISHED EXISTING PUMP STATION	1	LS	\$30,800.00	\$30,800.00
		SOV-D - SITE WORK – TREE REMOVAL / GRADING / SEEDING & MULCHING / LANDSCAPING	1	LS	\$21,700.00	\$21,700.00
		SOV-E - PRECAST CONCRETE WET WELL, LINER AND TOP	1	LS	\$98,500.00	\$98,500.00
		SOV-F - 57 STONE LEVELING COURSE AT WET WELL	1	LS	\$1,300.00	\$1,300.00
		SOV-G - PRECAST CONCRETE MANHOLE AND LINER	1	LS	\$17,600.00	\$17,600.00
		SOV-H - 57 STONE LEVELING COURSE AT MANHOLE	1	LS	\$350.00	\$350.00
		SOV-I - PUMPS	1	LS	362,000.00	\$0.00
		SOV-J - DISCHARGE PIPING INCLUDING FITTINGS, VALVES AND RESTRAINTS	1	LS	\$144,200.00	\$144,200.00
		SOV-K - ELECTRICAL WORK & LIGHTING	1	LS	74,800.00	\$0.00
		SOV-L - MCC PANEL/RTU AND DEMARCATION PANEL	1	LS	60,000.00	\$0.00
		SOV-M - IRRIGATION/POTABLE WATER SYSTEM	1	LS	\$11,300.00	\$11,300.00
		SOV-N - 6' TALL ORNAENTAL FENCE	1	LS	\$73,000.00	\$73,000.00
		SOV-O - ORNAMENTAL GATE	1	LS	\$2,200.00	\$2,200.00
		SOV-P - MECHANICAL WORK	1	LS	84,000.00	\$0.00
		SOV-Q - EXCAVATION	1	LS	\$6,300.00	\$6,300.00
		SOV-R - COMPACTED FILL	1	LS	\$0.00	\$0.00
		SOV-S - SLAB W/THICKENED EDGE (CONCRETE, CAST-IN-PLACE)	1	LS	\$92,000.00	\$92,000.00
		SOV-T - SOD AT PERVIOUS AREAS	1	LS	\$8,900.00	\$8,900.00
		SOV-U - BYPASS SYSTEM	1	LS	\$9,800.00	\$9,800.00
		SOV-V - MOT	1	LS	\$350.00	\$350.00
45		TESTING ALLOWANCE	1	LS	\$10,000.00	\$10,000.00
46		SWA	1	LS	\$100,000.00	\$100,000.00
<b>Part A Subtotal Lump Sum Price Items</b>						<b>1,287,891.00</b>

PART B - UNIT PRICE BID						
Item No.		Description	Quantity	Unit	Unit Price	Total Price
47		BYPASS SYSTEM	1	WEEKLY	\$400.00	\$400.00
48		ELECTRONIC SIGN RENTAL	1	WEEKLY	\$950.00	\$950.00
49		PROJECT STAND-BY PAST SEPTEMBER 30, 2021 UP TO 60 DAYS	1	DAILY	\$700.00	\$700.00
50		IMPORTED TYPE A-3 FILL MATERIAL	1	CY	\$24.00	\$24.00
<b>Part B Subtotal Unit Sum Price Items</b>						<b>2,074.00</b>

PART C - ADDITIVE OR DEDUCTIVE ALTERNATE						
Item No.		Description	Quantity	Unit	Unit Price	Total Price
51		PRECAST POLYMER WET WELL WITH TOP <small>(Owner may elect to substitute this manufacturer for the Base Bid materials)</small>	1	LS	\$165,000.00	\$165,000.00
52		PRECAST POLYMER MANHOLE <small>(Owner may elect to substitute this manufacturer for the Base Bid materials)</small>	1	LS	\$8,400.00	\$8,400.00
53		ADD ALT 1 PLANT LIST ON SHEET L-004	1	LS	\$3,350.00	\$3,350.00
<b>Part A + Part B Subtotal</b>						<b>1,289,874.00</b>
		Mobilization (maximum 1.50% of Part A + Part B Subtotal)				\$16,200.00
		Demobilization (maximum 1.00% of Part A + Part B Subtotal)				\$7,000.00
		General Conditions (maximum 10% of Part A + Part B Subtotal)				\$33,000.00
<b>TOTAL BASE BID PRICE (INCLUDING GENERAL CONDITIONS)</b>						<b>1,346,074.00</b>



## Formal Bid and Award System

Award #3 June 04, 2020

**Type of Award Request:** RENEWAL  
**Request #** 6827  
**Requestor Name:** Boatwright, Dan B. - Mgr Receivables & Collection Services  
**Requestor Phone:** (904) 665-8309  
**Project Title:** Walk In Payments – Third Party Payment Processor  
**Project Number:** 40304  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$743,500.00 (line 1371)

### Scope of Work:

JEA utilizes Western Union a third-party payment processor to accept walk-in remittances by JEA customers for their utility bills in large retail locations. Examples of acceptable payment locations include grocery store chains, drugstore chains, big box retailer chains, banks or credit unions with multiple local branches.

**Requisition Number:** 150116  
**JEA IFB/RFP/State/City/GSA#:** 057-15  
**Purchasing Agent:** Woyak, Nathan J.  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
WESTERN UNION GLOBAL PAYMENTS	Lisa Friedman	Lisa.friedman@westernunion.com	7001 E Belleview Ave, HQ9 Denver, Colorado 80237	(720) 332 2957	\$500,000.00

**Amount of Original Award:** \$1,855,224.00  
**Date of Original Award:** 11/19/2015  
**Renewal Amount:** \$500,000.00

### List of Previous Change Order/Amendments:

CPA #	Amount	Date
150116	\$500,000.00	05/20/2019

**New Not-To-Exceed Amount:** \$1,855,224.00  
**Length of Contract/PO Term:** Three (3) Years w/Two (2) – 1 Yr. Renewals

**Begin Date (mm/dd/yyyy):** 06/20/2016  
**End Date (mm/dd/yyyy):** 06/19/2021  
**Renewal Options:** None Remaining  
**JSEB Requirement:** N/A – No JSEB Available

**Background/Recommendations:**


Competitively bid and approved by the Awards Committee on 11/19/2015 for a three (3) year term ending 06/20/2019, in the amount of \$1,855,224.00. A copy of the original award is attached as backup. JEA awarded a one year renewal to Western Union in the amount of \$500,000.00 on 5/19/2019.

This request is for the final one (1) year renewal option from 06/20/2020 to 06/19/2021 and to add \$500,000.00 in additional funds. Western Union has performed well and all pricing terms remain unchanged, at \$0.75 per payment, from the original award. JEA processes approximately 608,000 payments through Western Union annually. Western Union agreed to keep the pricing the same; however, JEA was not able to negotiate additional savings on this renewal. JEA intends to rebid these services upon expiration of this renewal.

Request approval for a one (1) year contract renewal to Western Union Global Payments for Walk In Payment Services in the amount of \$500,000.00, for a new not-to-exceed amount of \$2,855,224.00, subject to the availability of lawfully appropriated funds.

**Director:** Pressley, Sheila E. – Dir Customer Revenue  
**VP:** Stewart, Kerri - VP & Chief Customer Officer

**APPROVALS:**

 06/05/2020

**Chairman, Awards Committee** **Date**

 6/5/2020

**Budget Representative** **Date**





### Formal Bid and Award System

Award #6 May 9, 2019

**Type of Award Request:** RENEWAL CPA 150116  
**Request #:** 6604  
**Requestor Name:** Boatwright, Dan B. - Mgr Receivables & Collection Services  
**Requestor Phone:** (904) 665-8309  
**Project Title:** Walk In Payments-Third Party Payment Processor  
**Project Number:** 40304  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$747,500.00 (FY19 line 950)

**Scope of Work:**

JEA utilizes Western Union a third-party payment processor to accept walk-in remittances by JEA customers for their utility bills in large retail locations. Examples of acceptable payment locations include grocery store chains, drugstore chains, big box retailer chains, banks or credit unions with multiple local branches.

This award positively impacts the following JEA Measures of Value:

- Customer Value - Supports JEA's customer value by maintaining a walk-in payment option for JEA's customers who prefer to make payments at their local selected retailer as an alternative to automated payment methods.
- Financial Value – Maintains JEA's current financial value by providing this service to the community with no price increases to JEA.

**JEA IFB/RFP/State/City/GSA#:** 057-15  
**Purchasing Agent:** Woyak, Nathan J.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
WESTERN UNION GLOBAL PAYMENTS	Stanley Farmer	stan.farmer@westernunion.com	5471 N. Rolling Oaks Drive Memphis, TN 38119	901-762-0101	\$500,000.00

**Amount of Original Award:** \$1,855,224.00  
**Date of Original Award:** 11/19/2015  
**Change Order Amount:** \$500,000.00  
**Length of Contract/PO Term:** Three (3) Years w/ Two (2) – 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 06/20/2015  
**End Date (mm/dd/yyyy):** 06/19/2020  
**Renewal Options:** YES -One (1) – 1 Yr. Renewal remaining  
**JSEB Requirement:** N/A - No JSEB Available

**Background/Recommendations:**

Competitively bid and approved by Awards Committee on 11/19/2015 for a three (3) year term ending 06/20/2019, in the amount of \$1,855,224.00. A copy of the original award is attached as backup.

This request is for approval to utilize the first one (1) year renewal option through 06/19/2020. Western Union has performed well and all pricing terms remain unchanged, at \$0.75 per payment, from the original award. JEA processes approximately 608,000 payments through Western Union annually. The annual expenditure is within the budgeted amount.

Request approval for a one (1) year contract renewal to Western Union Global Payments for Walk In Payment Services in the amount of \$500,000.00, for a new not-to-exceed amount of \$2,355,224.00, subject to the availability of lawfully appropriated funds.

**Manager:** Boatwright, Dan B. - Mgr Receivables & Collection Services  
**Director:** Pressley, Sheila E. - Director Customer Operations  
**VP:** Stewart, Kerri - VP & Chief Customer Officer

**APPROVALS:**

  
\_\_\_\_\_ 5/9/19  
**Chairman, Awards Committee** **Date**

  
\_\_\_\_\_ 5/9/19  
**Manager, Capital Budget Planning** **Date**



# Formal Bid and Award System

Approved by the JEA Awards Committee  
11/19/15 10

Award #10

November 19, 2015

**Type of Award Request:** PROPOSAL (RFP)  
**Request #:** 263  
**Requestor Name:** Benavides, Maria L.  
**Requestor Phone:** (904) 665-7046  
**Project Title:** Walk In Payments  
**Project Number:** 40304  
**Project Location:** JEA  
**Funds:** O&M  
**Award Estimate:** N/A

**Description of Request:**

JEA solicited third-party payment processors to accept walk-in remittances by JEA customers for their utility bills in large retail locations. Examples of acceptable payment locations include grocery store chains, drug store chains, big box retailer chains, banks or credit unions with multiple local branches.

**Requisition Number:**

**JEA IFB/RFP/State/City/GSA#:** 057-15  
**Purchasing Agent:** Rodney Lovgren  
**Is this a Ratification?:** NO  
**If yes, explain:**

**RECOMMENDED AWARDEE(S):**

150116

Name	Contact Name	Address	Phone	Amount
Western Union Global Payments	Randall Acocelli	199 Water St, 29th Floor, New York, NY 10038	(800) 252-9638	\$1,855,224.00

**Amount for entire term of Contract/PO:** \$1,855,224.00  
**Award Amount for remainder of this FY:** \$541,107.00  
**Length of Contract/PO Term:** Three (3) Years w/Two (2) – 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 11/13/2015  
**End Date (mm/dd/yyyy):** 11/12/2018  
**Renewal Options:** YES – Two (2) – 1 Yr. Renewals  
**JSEB Requirement:** N/A – No JSEB available  
**Comments on JSEB Requirements:** N/A



**BIDDER:**

Name	Amount	Rank	Score	Disqualified	Reason
WESTERN UNION GLOBAL PAYMENTS	\$1,855,224.00	1	85	NO	
FISERV	\$2,287,540.00	2	51.7	NO	
MONEYGRAM	N/A	N/A		YES	Took exception to providing full scope of services.

**Background/Recommendations:**

Advertised 6/24/2015. Eight (8) companies attended the mandatory pre-proposal meeting on 7/13/2015. At the opening on 7/28/2015, JEA received three (3) proposals. Western Union Financial Services Inc. was evaluated as the highest ranked proposer.

Western Union is the incumbent, and the new pricing submitted is 12.5% lower than the current contract pricing.

057-15 - Request approval to award a three (3) year contract to Western Union Global Payments for walk-in payment services in the amount of \$1,855,224.00, subject to the availability of lawfully appropriated funds.

**Manager:**

**Director:**

Pressley, Sheila – Director of Customer Revenue

**VP:**

Whiting, Monica – Chief Customer Officer

**APPROVALS:**

  
\_\_\_\_\_  
Chairman, Awards Committee

11-19-15

Date

  
\_\_\_\_\_  
Manager, Capital Budget Planning

11-19-15

Date



## Formal Bid and Award System

Award #4 June 4, 2020

**Type of Award Request:** RATIFICATION  
**Requestor Name:** Williams, Michael S.  
**Requestor Phone:** (904) 665-7454  
**Project Title:** SR200 – William Burgess Blvd to Police Lodge Rd - Trans - RW  
**Project Number:** 8006348  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** N/A

### Scope of Work:

This is a request to advance funds to the Florida Department of Transportation (FDOT) in accordance with the JEA/FDOT Master Agreement for construction costs associated with the SR200 and I-95 crossing for the William Burgess Blvd to Police Lodge Reclaimed Water Main project.

**JEA IFB/RFP/State/City/GSA#:** FDOT  
**Purchasing Agent:** Kruck, Dan  
**Is this a Ratification?:** YES

### Reason for Ratification:

Payment to FDOT was required by 05/29/2020 in order for the construction to proceed without impacting the current FDOT project.

### RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
FLORIDA DEPT OF TRANSPORTATION	FDOT, c/o Wells Fargo Bank, N.A., 1 Independent Drive, Jacksonville FL 32202	(813) 225-4338	\$350,144.38

**Amount for entire term of Contract/PO:** \$350,144.38  
**Award Amount for remainder of this FY:** \$350,144.38  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 5/29/2020  
**End Date (mm/dd/yyyy):** Project Completion (Expected: October 2020)  
**JSEB Requirement:** N/A - FDOT

### BIDDER:

Name	Amount
FLORIDA DEPT OF TRANSPORTATION	\$350,144.38



**Background/Recommendations:**

The SR200 – William Burgess Blvd to Police Lodge Rd Transmission Reclaimed Water Main project is about to be bid out for engineering services. This project consists of approximately 20,100 feet of 16” reclaimed water main with a crossing of SR200 and I-95. In the planning process it was envisioned that the crossing of SR200 and I-95 would be accomplished via Horizontal Directional Drill (HDD) at an estimated cost of \$680,000.00. During the steering committee meeting for this project it was brought up that FDOT has an ongoing project at the crossing site. FDOT was contacted to review this portion of the project. FDOT stated that its contractor, JB Coxwell, is able to perform the work via the open cut method for \$350,144.38 under JEA’s and FDOT’s Master Agreement. FDOT stipulated that payment must be made by 05/29/2020 in order for the current FDOT project not to be delayed.

The quote and Master Agreement are attached as backup. The quote and backup documents from FDOT and JB Coxwell were reviewed by W/WW estimating and deemed reasonable. By utilizing the Master Agreement with FDOT, JEA will save an estimated \$329,855.62 in overall project costs. The payment to FDOT was completed on 05/29/2020 resulting in this ratification request.

Request approval for a ratification of an award to Florida Department of Transportation for the SR200 and I-95 crossing for the William Burgess Blvd to Police Lodge Reclaimed Water Main project in the amount of \$350,144.38, subject to the availability of lawfully appropriated funds.

- Manager:** Sulayman, Mickhael S. - Mgr W/WW Project Management
- Director:** Conner, Sean M. – Dir W/WW Project Engineering & Construction
- VP:** Calhoun Jr., Deryle I. – VP/GM Water Wastewater Systems

**APPROVALS:**

 06/05/2020

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**Chairman, Awards Committee** **Date**

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**Budget Representative** **Date**



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

1109 S. Marion Avenue  
Lake City, FL 32025

KEVIN J. THIBAUT, P.E.  
SECRETARY

Date: 5/20/2020 | 5:01 PM EDT

Mickhael Sulayman, P.E.  
JEA W&S  
21 West Church Street, T4  
Jacksonville, Florida 32202

**RE: UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT (AT UAO AND FDOT EXPENSE COMBINED)**  
**FPID: 210711-2-56-01**  
**County – Nassau**  
**State Road – 200**  
**Project Location – Add Lanes/Reconstruct from I-95 to West of Still Quarters Rd**

Dear Mr. Sulayman:

This is your approved **Utility Work Order #5/Notice to Proceed** in the amount of **\$350,144.38** for the construction costs needed for JEA Water & Sewer facilities along SR 200 as reflected under the terms of the executed Utility Work by Highway Contractor Master Agreement (At UAO and FDOT Expense Combined) dated December 7, 2000.

**Note: The Department of Transportation is requesting the Deposit of the above required funds by 5/29/2020.**

Sincerely,

DocuSigned by:  
*John P. McCarthy*  
7ED472745432473...  
John P. McCarthy  
D2 Utilities Administrator

cc: Will Lyons – Project Management – Email  
D2 Estimates – Email  
Charmaine Small – OOC General Accounting Office - Email  
File – Letter & Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

710-010-04  
UTILITIES  
04/10

UTILITY WORK ORDER CHANGE NO. 5

<b>Financial Project ID: 210711-2-56-01</b>	<b>Federal Project ID: N/A</b>
<b>County: Nassau</b>	<b>State Road No.: 200</b>
<b>District Document No: 1</b>	
<b>Utility Agency/Owner (UAO): JEA Water &amp; Sewer</b>	

A.

- The Agency is hereby authorized to observe the following changes in the plans and/or specifications to the subject Utility Agreement, and to perform such work accordingly, further described as:  
Utility Work by Highway Contractor Master Agreement (At UAO and FDOT Expense Combined)
- The items of work covered by this Work Order Change are referenced to an Agreement of record dated 12/07/2000, and no Supplemental Agreement is required.

B.

- The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:
  - ATTACHED.
  - INCLUDED IN THE HIGHWAY CONTRACT PLANS.
- The cost of this Utility Work is:
  - NONREIMBURSABLE
  - REIMBURSABLE
    - Force Account Method
    - Lump Sum Method
    - Third Party Contract Method

C.

ESTIMATED COST OF WORK DUE TO THIS CHANGE:							
ITEM NO.	ITEM	UNIT	UNIT PRICE	WORK ELIMINATED (-)		ADDITIONAL WORK (+)	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
210711-2-56-01	WO #5						\$350,144.38
Sub-Totals.....							
							\$350,144.38
Net Cost of Construction Changes, this order.....							\$350,144.38
Cost of Construction Changes, previously ordered.....							\$1,630,188.47
Net Total Cost Construction Changes to Date.....							\$1,980,332.85
Contract Amount.....							\$1,980,332.85
Estimated Cost of Work Authorized to Date.....							\$1,980,332.85

Recommended: 05/18/2020 Date Approved: 5/20/2020 | 5:01 PM EDT Approved: \_\_\_\_\_ Date

  
District Utility Coordinator

DocuSigned by: John P. McCarthy  
7ED472745432473...  
District Utility Engineer/Administrator

Division Administrator  
Federal Highway Administration

Chad Chancey  
Typed Name

John P. McCarthy  
Typed Name

Typed Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AGREEMENT SUMMARY SHEET**350-020-03  
COMPTROLLER  
9/18

**Attach this completed form to the agreement and forward to the  
LFA Section in the OOC, General Accounting Office, M.S. 42B.  
If you have any questions, please call  
850-414-4867 or 850-414-4889.**

1. Participants Name: JEA Water & Sewer  
 Participants Address: 21 W. Church St., T-4  
 City, State, Zip: Jacksonville, FL 32202-3139  
 Contact: Mickhael Sulayman Phone Number: 904-665-8713  
 E-Mail Address: sulams@jea.com Fax Number: 904-665-7372  
 Federal Employer ID # and address sequence: 592983007004  
 FEID# has a verified W-9 registered with the Department of Financial Services: Yes No In Process

2. Refund Address: JEA Payment Processing CC-3, 21 West Church Street  
Jacksonville Florida 32202

3. District Contact Person: John P. McCarthy Phone Number: (386)-961-7452  
 District Number: 2 - Lake City Fax Number: (386)-758-3736

4. Agreement Date: \_\_\_\_\_ 5. Date Form Modified: 05/18/2020

6. Agreement Amount: \$1,980,332.85 7. Escrow Deposit Due Date: 07/15/2016

Amount Due: \$ \$350,144.38 Additional Deposit Due Date: 05/29/2020

Amount Due: \$ \_\_\_\_\_ Additional Deposit Due Date: \_\_\_\_\_

Amount Due: \$ \_\_\_\_\_

8. County Name: ST. JOHNS 9. FDOT County Number: 72

10. If fund type is LFR/LFRF (Yes No), what is the anticipated start date of the payback: \_\_\_\_\_

Is payback to be made in: Scheduled Payments Quarterly Lump Sum

11. Participant is responsible for (check one): 100% Other Percentage ( \_\_\_\_\_ %)

Bid Items Lump Sum

If participant is responsible for bid items, please complete the attached spreadsheet.

12. Description of work: Construction Costs for JEA water and sewer adjustments & relocation

13. Financial Project # Including 6x Phases	14. Amount	15. Work Program Fund Code	16. Federal Part or Non-Federal Part.	17. Contract #	18. % to Bill
210711-2-32-01	\$90,957.47	LF	1	N/A	100%
210711-2 52-01	\$49,761.00	LF	1	N/A	100%
210711-2-56-01	\$1,745,298.38	LF	1	N/A	100%
210711-2-62-01	\$64,316.00	LF	1	N/A	100%
210711-2-62-40	\$30,000.00	LF	1	N/A	100%

19. Has WP been updated to reflect the changes on this form? Yes No

20. Comments: WO #5 Additional funds needed for the construction of JEA W&S 16" re-claim mwater main. PSEE update 5/18/2020.

**Florida Department of Transportation  
Office of the Comptroller  
Wire and ACH Instructions**



**Wire and ACH Instructions for Local Funds Being Deposited into the Treasury Cash  
Deposit Trust Fund K 11-78 with Department of Financial Services**

**Please wire or ACH funds to:**  
Department of Financial Services  
c/o Wells Fargo Bank, N.A.  
1 Independent Drive  
Jacksonville, Florida 32202  
Phone: (813) 225-4338

**ESCROW WIRING and ACH INSTRUCTIONS**

Wells Fargo Bank, N.A.  
Account # 4834783896  
ABA # 121000248  
Chief Financial Officer of Florida  
Re: DOT – K 11-78, Financial project #

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain “FDOT” and an abbreviated purpose, financial project number or LFA account number.

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Once the wire transfer is complete, please contact Charmaine Small at 850-414-4885 with the following information:

Financial Project Number, Dollar amount of transfer, Name of Participant

It is critical that the above information be provided to the LFA accountants to properly process the deposit.

**SUBSTITUTE FORM W9:** The Department of Financial Services now requires all entities who receive payments from the State of Florida to have a Substitute Form W-9 on file. All cash disbursements (return of cash collateral or earned income) will be subject to this requirement. The Substitute Form W-9 can be completed online through the State of Florida Vendor Portal Website (<https://flvendor.myfloridacfo.com/>).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT**  
 (AT UAO AND FDOT EXPENSE COMBINED)

THIS AGREEMENT, entered into this 14<sup>th</sup> day of December, year of 2010 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and TEA, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the UAO owns, or may in the future own, certain utility facilities which are or may in the future be located on any public roads or publicly owned rail corridors, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the FDOT, engages in projects which involve constructing, reconstructing, or otherwise changing public roads and other improvements located on public roads or publicly owned rail corridors, hereinafter referred to as either the "Project" or "Projects"; and

WHEREAS, the Projects may require the location (vertically and/or horizontally), protection, relocation, adjustment, or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the UAO, in accordance with and subject to the limitations of the terms and conditions of this Agreement, may be entitled to be reimbursed for some of the Utility Work and may, under the law of the State of Florida, be obligated to perform other Utility Work at the UAO's sole cost and expense; and

WHEREAS, the FDOT and the UAO have authority to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the FDOT's contractor as part of the construction of the Projects; and

WHEREAS, the FDOT and the UAO desire to enter into a master agreement which establishes the terms and conditions under which the Utility Work, both for Utility Work to be reimbursed and for Utility Work to be performed at the sole cost and expense of the UAO, will be performed by the FDOT's highway contractor for any particular project and eliminates the need for an individual agreement on each Project;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

**1. Implementing Projects**

In the event that the FDOT determines that Utility Work may be necessary for any Project, the following procedure shall apply to implementing the arrangement to have the Utility Work performed by FDOT's highway contractor for that Project, provided that the UAO and the FDOT may mutually agree to combine or eliminate all or any portion of this procedure on any Project:

a. First Contact.

- (1) The FDOT shall send a written notice to the UAO specifying the applicable Project, offering to implement a joint arrangement for the project, providing the FDOT's then current plans for the Project, specifying the current percentages for the Allowances as defined in Subparagraph 3. d. that the FDOT requires at that time, and specifying the return date by which the UAO must comply with Subparagraphs 1.a.(2), (3) and (4).
- (2) The UAO shall, by the date specified by the FDOT in the written notice, respond in writing to the FDOT's offer to implement a joint arrangement, stating whether the UAO desires to implement a joint arrangement or not for the particular Project, specifying what Facilities the UAO does not want to include in the joint arrangement, specifying what inspection and testing activities the UAO desires to have the FDOT perform under Subparagraph 2.e., and specifying the desired method of deposit for funds paid by the UAO under Subparagraph 3.e. Deposits of less than \$100,000.00 must be pre-approved by the FDOT Comptroller's Office.

**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT**  
**(AT UAO AND FDOT EXPENSE COMBINED)**

- (3) In the event that the **UAO** timely indicates that it desires to implement a joint arrangement, the **UAO**, shall also return a copy of the **FDOT's** plans on which the location of the existing Facilities is marked or verified to **FDOT's** satisfaction. The **UAO** shall also mark which of the Facilities the **UAO** believes are reimbursable under this Agreement.
  - (4) If the **UAO** believes that the Utility Work is reimbursable under this Agreement, the **UAO** shall, by the date specified by the **FDOT** in the written notice, also return documentation of the basis for entitlement to reimbursement under the provisions of this Agreement, and a preliminary estimate of the cost for the Utility Work. Failure to timely return such documentation shall make the Utility Work not reimbursable.
  - (5) After receipt of the documents required by Subparagraphs 1. a. (2), (3) and (4), the **FDOT** shall send a notice to the **UAO** confirming the implementation of the joint arrangement, and confirming the **FDOT** acceptance of the items specified by the **UAO** under Subparagraph 1.a.(2) above.
  - (6) If the **UAO** fails to respond timely as required above or declines to implement a joint arrangement for the Project, or if the **FDOT** does not accept the items specified by the **UAO** specified under Subparagraph 1.a.(2), this Agreement shall no longer apply to the Utility Work for that Project and the Utility Work for that Project shall be performed under a separate arrangement.
- b. Second Contact.
- (1) After confirmation of the implementation by the **FDOT** pursuant to Subparagraph 1.a.(5) above, the **FDOT** shall, at the appropriate time, send a notice to the **UAO**, along with an updated set of plans for the Project, specifying the time and place of a mandatory utility meeting.
  - (2) A representative of the **UAO** familiar with the Project and the Facilities shall attend the meeting and be prepared to discuss the Project and the design for the Utility Work. The representative shall bring to the meeting a copy of the **FDOT's** updated plans marked with any existing Facilities not accurately shown thereon and marked with a preliminary Utility Work design concept.
- c. Third Contact.
- (1) After the mandatory utility meeting, the **FDOT** shall, at the appropriate time, send the **UAO**:
    - (a) Additional updated **FDOT** plans for the Project;
    - (b) The **FDOT's** then current Utility Work Schedule form (said schedule to be used in the case of a bid rejection);
    - (c) If the Utility Work is reimbursable, the **FDOT's** then current utility estimate summary form;
    - (d) If not previously provided, a notice verifying eligibility for reimbursement or verifying that the Utility Work is not reimbursable;
    - (e) A notice specifying the return date by which the **UAO** must comply with Subparagraph 1.c.(2);
    - (f) A notice specifying whether a utility permit will be required for the Utility Work;
    - (g) A notice verifying the version of the Utility Accommodation Manual that will apply to the Utility Work;
    - (h) A notice verifying the stages for the Plans Package review under Subparagraph 1.c.7.;
    - (i) The current form of Memorandum of Agreement for deposit of funds referred to in Subparagraph 3.e.;
    - (j) The instruction form then being used by the **FDOT** for providing direction in following this process; and
    - (k) Such other information the **FDOT** deems pertinent.
  - (2) Within the time frame specified in this third contact notice, the **UAO** shall return to the **FDOT** a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility

**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT**  
**(AT UAO AND FDOT EXPENSE COMBINED)**

Work (hereinafter referred to as the "Plans Package"). The cost estimate which is part of the Plans Package shall be separated into an amount for the Facilities which are reimbursable and those which are not.

- (3) The Plans Package shall be in the same format as the FDOT's contract documents for the Project and shall be suitable for reproduction.
- (4) Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.
- (5) The Plans Package shall be prepared in compliance with the FDOT's Utility Accommodation Manual and the FDOT's Plans Preparation Manual in effect at the time the Plans Package is prepared, and the FDOT's contract documents for the Project. If the FDOT's Plans Preparation Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- (6) The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the FDOT's guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the FDOT's Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the FDOT for the Project.
- (7) UAO shall provide a copy of the proposed Plans Package to the FDOT, and to such other right of way users as designated by the FDOT, for review at the following stages identified in the notices from the FDOT referenced above. Prior to submission of the proposed Plans Package for review at these stages, the UAO shall send the FDOT a work progress schedule explaining how the UAO will meet the FDOT's production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph 1.c.(2) above.
- (8) In the event that the FDOT finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph 1.c.(7) above, the FDOT will notify the UAO in writing of the deficiencies and the UAO will correct the deficiencies and return corrected documents within the time stated in the notice. The FDOT's review and approval of the documents shall not relieve the UAO from responsibility for subsequently discovered errors or omissions.
- (9) The FDOT shall furnish the UAO such information from the FDOT's files as requested by the UAO; however, the UAO shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the FDOT shall not relieve the UAO of this obligation nor transfer any of that responsibility to the FDOT.
- (10) The Facilities and the Utility Work will include all utility facilities of the UAO which are located within the limits of the Project, except as specifically indicated and agreed to by the parties in the notices referenced above. These exceptions shall be handled by separate arrangement.
- (11) The UAO shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the FDOT.

**2. Performance of Utility Work**

- a. The FDOT shall incorporate the Plans Package into its contract for construction of the Project.
- b. The FDOT shall procure a contract for construction of the Project in accordance with the FDOT's requirements.



**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT**  
(AT UAO AND FDOT EXPENSE COMBINED)

- c. If the portion of the bid of the contractor selected by the FDOT which is for performance of the portion of the Utility Work which is not reimbursable exceeds the FDOT's official estimate for that portion of the Utility Work by more than ten percent (10%) and the FDOT does not elect to participate in the cost of that portion of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the UAO may elect to have the Utility Work removed from the FDOT's contract by notifying the FDOT in writing within 5 days from the date that the UAO is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the FDOT's contractor.
- d. If the UAO elects to remove the Utility Work from the FDOT's contract in accordance with Subparagraph 2. c., the UAO shall perform the Utility Work separately pursuant to the terms and conditions of the FDOT's standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The UAO shall proceed immediately with the Utility Work so as to cause no delay to the FDOT or the FDOT's contractor in constructing the Project.
- e. The UAO shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the activities identified in the notices sent pursuant to Paragraph 1. to be performed by, or on behalf of the FDOT and will furnish the FDOT with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by FDOT procedures.
- f. Except for the inspection, testing, monitoring and reporting to be performed by the UAO in accordance with Subparagraph 2. e., the FDOT will perform all contract administration for its construction contract.
- g. The UAO shall fully cooperate with the FDOT and the FDOT's contractor in all matters relating to the performance of the Utility Work.
- h. The FDOT's engineer has full authority over the Project and the UAO shall be responsible for coordinating and cooperating with the FDOT's engineer. In so doing, the UAO shall make such adjustments and changes in the Plans Package as the FDOT's engineer shall determine are necessary for the prosecution of the Project.
- i. The UAO shall not make any changes to the Plans Package after the date on which the FDOT's contract documents are mailed to Tallahassee for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the FDOT's contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the FDOT.

**3. Cost of Utility Work**

- a. The Utility Work will be reimbursable under this Agreement when the Project is federal aid eligible pursuant to the provisions of Section 337.403(1)(a), Florida Statutes, when a written agreement incidental to a right-of-way acquisition process requires the FDOT to compensate the UAO for the costs of any subsequent relocation of the Facilities, or when the UAO holds a compensable land interest under Florida condemnation law in the existing location of the Facilities at the time of the Project. In any other circumstances, the Utility Work will be performed at the sole cost and expense of the UAO. Failure of the UAO to timely provide documentation of the basis for reimbursement as required by Subparagraph 1.a.(3) of this Agreement shall make the Utility Work not reimbursable.
- b. The UAO shall be responsible for all costs of the portion of Utility Work that is not reimbursable which the FDOT does not elect to participate in under Section 337.403(1)(b), Florida Statutes and all costs associated with any adjustments or changes to the Utility Work determined by the FDOT's engineer to be necessary, including, but

**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT**  
**(AT UAO AND FDOT EXPENSE COMBINED)**

not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the FDOT. The UAO shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the UAO pursuant to Subparagraph 4.a.

- c. At such time as the FDOT prepares its official estimate, the FDOT shall notify the UAO of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the UAO shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the FDOT to the cost of the Utility Work, or to elect to have the Utility Work removed from the FDOT's contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.
- d. At least thirty (30) calendar days prior to the date on which the FDOT advertises the Project for bids, the UAO will pay to the FDOT an amount equal to the portion of the FDOT's official estimate which is not reimbursable; plus the percentages established by the notice given under Subparagraph 1.a.(1) for mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, and for administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said three amounts for mobilization, maintenance of traffic and administrative costs to be hereinafter collectively referred to as the "Allowances"); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the "Contingency Fund").
- e. Payment of the funds pursuant to this paragraph will be made directly to the FDOT for deposit into the State Transportation Trust Fund or as provided in the Memorandum of Agreement between UAO, FDOT and the State of Florida, Department of Insurance, Division of Treasury as specified in the notices provided pursuant to Paragraph 1.
- f. If the portion of the contractor's bid selected by the FDOT for performance of the Utility Work which is not reimbursable exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding FDOT participation in the cost of the Utility Work and the UAO's election to remove the Utility Work from the Project, the UAO shall, within fourteen (14) calendar days from notification from the FDOT or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the FDOT to bring the total amount paid to the total obligation of the UAO for the cost of the Utility Work which is not reimbursable, plus Allowances and 10% Contingency Fund. The FDOT will notify the UAO as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the FDOT to so notify the UAO shall not relieve the UAO from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the UAO is obligated under this Subparagraph 3.f. to pay an additional amount and the additional amount that the UAO is obligated to pay does not exceed the Contingency Fund already on deposit, the UAO shall have sixty (60) calendar days from notification from the FDOT to pay the additional amount, regardless of when the accepted bid is posted.
- g. If the accepted bid amount plus allowances and contingency for the non-reimbursable Utility Work is less than the advance deposit amount, the FDOT will refund the amount that the advance deposit exceeds the bid amount plus allowances and contingency if such refund is requested by the UAO in writing and approved by the Comptroller of the FDOT or his designee.
- h. Should contract modifications occur that increase the UAO's share of total project costs, the UAO will be notified by the FDOT accordingly. The UAO agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the FDOT is sufficient to fully fund its share of the project costs. The FDOT shall notify the UAO as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the FDOT to so notify the UAO shall not relieve the UAO from its obligation to pay for its full share of project costs on final accounting as provided herein below.
- i. The FDOT may use the funds paid by the UAO for payment of the cost of the non-reimbursable Utility Work. The Contingency Fund may be used for increases in the cost of the non-reimbursable Utility Work which occur

**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT**  
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because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the FDOT will obtain the written concurrence of the person delegated that responsibility by written notice from the UAO. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the FDOT determines that the work is necessary, the FDOT may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the UAO shall, within fourteen (14) calendar days from notification from the FDOT, pay to the FDOT an additional 10% of the total obligation of the UAO for the cost of the Utility Work established under Subparagraph 3. f. for future use as the Contingency Fund.

- j. Upon final payment to the Contractor, the FDOT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the UAO for a period of three (3) years after final close out of the Project. The UAO will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the FDOT to the UAO in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the UAO will pay the additional amount within forty (40) calendar days from the date of the invoice. The UAO agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

**4. Claims Against UAO**

- a. The UAO shall be responsible for all costs incurred as a result of any delay to the FDOT or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the UAO to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the FDOT's contractor provides a notice of intent to make a claim against the FDOT relating to the Utility Work, the FDOT will notify the UAO of the notice of intent and the UAO will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the FDOT's contractor makes any claim against the FDOT relating to the Utility Work, the FDOT will notify the UAO of the claim and the UAO will cooperate with the FDOT in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the UAO and the FDOT's contractor shall be in writing, shall be subject to written FDOT concurrence, and shall specify the extent to which it resolves the claim against the FDOT.
- d. The FDOT may withhold payment of surplus funds to the UAO until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the FDOT to the FDOT's contractor.

**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT  
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No Facilities shall be left in place on FDOT's Right of Way after the Facilities are no longer active (hereinafter "Placed out of service/Deactivated") unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities Placed out of service/Deactivated, but only to said Facilities Placed out of service/Deactivated:

- a. The UAO acknowledges its present and continuing ownership of and responsibility for Facilities Placed out of service/Deactivated.
- b. The FDOT agrees to allow the UAO to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the UAO. In the event of a breach of this Agreement by the UAO, the Facilities shall be removed upon demand from the FDOT in accordance with the provisions of Subparagraph 5. e. below.
- c. The UAO shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the UAO to use due care in its dealings with others. The UAO shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The UAO shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests concerning the Facilities that are Placed out of service/Deactivated of the FDOT or other permittees using or seeking use of the right of way.
- e. The UAO shall remove the Facilities upon 30 days prior written request of the FDOT in the event that the FDOT determines that removal is necessary for FDOT use of the right of way or in the event that the FDOT determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. In the event that the Facilities that are Placed out of Service/Deactivated would not have qualified for reimbursement under this Agreement, removal shall be at the sole cost and expense of the UAO and without any right of the UAO to object or make any claim of any nature whatsoever with regard thereto. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement only under Section 337.403 (1)(a), Florida Statutes, removal shall be at the sole cost and expense of the UAO and without any right of the UAO to object or make any claim of any nature whatsoever with regard thereto because such a removal would be considered to be a separate future relocation not necessitated by the construction of the project pursuant to which they were Placed out of service/Deactivated, and would therefore not be eligible and approved for reimbursement by the Federal Government. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the FDOT as though the Facilities had not been Placed out of service/Deactivated. Removal shall be completed within the time specified in the FDOT's notice to remove. In the event that the UAO fails to perform the removal properly within the specified time, the FDOT may proceed to perform the removal at the UAO's expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the UAO agrees that the Facilities shall forever remain the legal and financial responsibility of the UAO. The UAO shall reimburse the FDOT for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in the Facilities or the discharge of hazardous substances or materials from the Facilities. Nothing in this paragraph shall be interpreted to require the UAO to indemnify the FDOT for the FDOT's own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the UAO.

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(AT UAO AND FDOT EXPENSE COMBINED)**6. Default**

- a. In the event that the UAO breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the FDOT may exercise one or more of the following options, provided that at no time shall the FDOT be entitled to receive double recovery of damages:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from FDOT.
  - (2) Pursue a claim for damages suffered by the FDOT.
  - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by FDOT to third parties.
  - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the FDOT or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by FDOT to third parties.
  - (5) Suspend the issuance of further permits to the UAO for the placement of Facilities on FDOT property if the breach is material and has not been cured within 60 days from written notice thereof from FDOT until such time as the breach is cured.
  - (6) Pursue any other remedies legally available.
  - (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the FDOT breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the UAO may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the UAO.
  - (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the UAO may have for failure to pay invoices.
  - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

**7. Indemnification****FOR GOVERNMENT-OWNED UTILITIES,**

To the extent provided by law, the UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the performance of this Agreement. When the FDOT receives a notice of claim for damages that may have been caused by the UAO in the performance of services required under this Agreement, the FDOT will immediately forward the claim to the UAO. The UAO and the FDOT will evaluate the claim and report their findings to each other within fourteen (14) working

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days and will jointly discuss options in defending the claim. After reviewing the claim, the FDOT will determine whether to require the participation of the UAO in the defense of the claim or to require the UAO to defend the FDOT in such claim as described in this section. The FDOT's failure to notify the UAO of a claim shall not release the UAO from any of the requirements of this section. The FDOT and the UAO will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

**FOR NON-GOVERNMENT-OWNED UTILITIES,**

The UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the performance of this Agreement.

The UAO's obligation to indemnify, defend, and pay for the defense or at the FDOT's option, to participate and associate with the FDOT in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the UAO of the FDOT's notice of claim for indemnification to the UAO. The notice of claim for indemnification shall be served by certified mail. The UAO's obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the UAO's inability to evaluate liability or because the UAO evaluates liability and determines the UAO is not liable or determines the FDOT is solely negligent. Only a final adjudication or judgment finding the FDOT solely negligent shall excuse performance of this provision by the UAO. The UAO shall pay all costs and fees related to this obligation and its enforcement by the FDOT. The FDOT's delay in notifying the UAO of a claim shall not release UAO of the above duty to defend.

**8. Force Majeure**

Neither the UAO nor the FDOT shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**9. Miscellaneous**

- a. If the Utility Work is reimbursable under this Agreement, the UAO shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the Utility Work covered by this Agreement, and such compliance will be governed by one of the following methods as determined at the time of the issuance of the work order:
- (1) The UAO will perform all or part of such Utility Work by a contractor paid under a contract let by the UAO, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by the UAO.
  - (2) The UAO will perform all of its Utility Work entirely with UAO's forces, and Appendix "A" of Assurances is not required.
  - (3) The Utility Work involved is agreed to by way of just compensation for the taking of the UAO's facilities on right-of-way in which the UAO holds a compensable interest, and Appendix "A" of Assurances is not required.
  - (4) The UAO will perform all such Utility Work entirely by continuing contract, which contract to perform all future Utility Work was executed with the UAO's contractor prior to August 3, 1965, and Appendix

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"A" of Assurances is not required.

- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the UAO in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- c. Pursuant to Section 287.058, Florida Statutes, the FDOT may unilaterally cancel this Agreement for refusal by the UAO to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the UAO in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the FDOT has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the UAO and the FDOT may have entered into joint agreements for Utility Work to be performed by FDOT's highway contractor. To the extent that such a joint agreement exists, this Agreement shall not apply to Facilities covered by the joint agreement. Copies of FDOT manuals, policies, and procedures will be provided to the UAO upon request.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. Time is of essence in the performance of all obligations under this Agreement.
- g. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The UAO shall have a continuing obligation to notify each District of the FDOT of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the UAO:	Mr. Herschel Barrington Distribution Engineering JEA 21 West Church Street - T4 Jacksonville, Florida 32202-3139	_____ _____ _____
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If to the FDOT:

\_\_\_\_\_  
Florida Department of Transportation  
605 Suwannee Street, MS 32  
Tallahassee, Florida 32399-0405

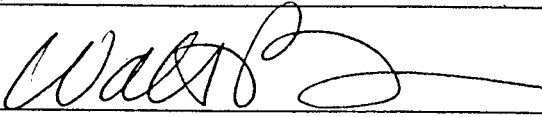
**10. Certification**

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes To Form Document."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT**  
(AT UAO AND FDOT EXPENSE COMBINED)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: JEA

BY: (Signature) 

DATE: 11/14/07

(Typed Name: WALTER P. BUSSETT, MANAGING DIRECTOR)

(Typed Title: \_\_\_\_\_)

Recommend Approval by the State Utility Engineer

BY: (Signature) 

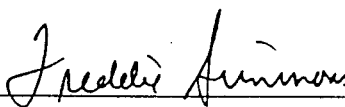
DATE: 12/7/2000

FDOT Legal review

BY: (Signature)   
District Counsel

DATE: 11-30-00

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: (Signature) 

DATE: 12/5/00

(Typed Name: Freddie Simmons)

(Typed Title: State Highway Engineer)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

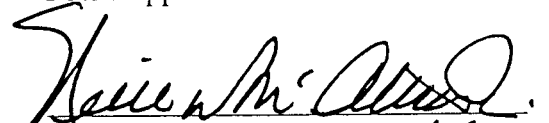


I hereby certify that the expenditure contemplated by the foregoing contract has been duly authorized, and provision has been made for the payment of the monies provided therein to be paid.



Robert Dix  
Controller  
JEA

Form Approved:



Office of General Counsel 11-9-00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT**  
(AT UAO AND FDOT EXPENSE COMBINED)

The following changes are hereby made to the Utility Work by Highway Contractor Master Agreement (at UAO and FDOT Expense Combined) between the **State of Florida Department of Transportation** (the “**FDOT**”) and JEA (the “**UAO**”) dated the 7<sup>th</sup> day of December, 2000:

1. The words “and/or **FDOT** design consultant” are added after the word “contractor” in the following locations:

- a. The fifth premises clause;
- b. The sixth premises clause; and
- c. The introductory sentence of paragraph 1.

2. The following sentence is added at the end of subparagraph 1.a.(1):

“If desired by **FDOT**, the notice shall also offer to have the **FDOT** design consultant prepare the Plans Package for the Project.”

3. The following sentence is added at the end of subparagraph 1.a.(2):

“The **UAO** shall also respond to **FDOT**’s offer, if any, to have the **FDOT** design consultant prepare the Plans Package for the Project. If no such offer has been made by **FDOT** and the **UAO** desires to have the **FDOT** design consultant prepare the Plans Package for the Project, the **UAO** shall make such a request in the response.”

4. The words “if the Plans Package will be prepared by the **UAO**,” are added after the word “thereon” in the last line of subparagraph 1.b.(2).

5. The words “if applicable” are added in the following locations:

- a. At the end of subparagraphs 1.c.(1)(e), 1.c.(1)(h);
- b. At the end of the last sentence of subparagraph 2.h.
- c. At the beginning of subparagraph 2.I.
- d. After the work “Package” in the fourth line of subparagraph 3.b.
- e. After the parenthetical phrase in the second line of subparagraph 4.a.

6. The words “if applicable, and” are added after the word “provisions” in the second line of subparagraph 1.c.(2).

7. The following new subparagraph 1.d. is added prior to paragraph 2:

“d. Alternative Design Procedure

If, pursuant to the provisions of subparagraph 1.a., the Plans Package will be prepared by the **FDOT** design consultant, the provisions of subparagraph 1.c.(2) regarding preparation of the Plans Package by the **UAO** shall not apply and the following provisions shall govern the preparation of the Plans Package in lieu

thereof:

- (1) **FDOT's** design consultant shall prepare final engineering design, plans, other necessary related design documents, and cost estimate for the Utility Work as more specifically described in **FDOT's** Supplemental Agreement to **FDOT's** design services contract.
- (2) The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project.
- (3) The Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and maintenance of traffic.
- (4) The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Plans Preparation Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Plans Preparation Manual is updated and conflicts with the **FDOT's** Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- (5) The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions.
- (6) The **FDOT** design consultant shall provide a copy of the proposed Plans Package to the **UAO**, for review at the stages that they are provided to **FDOT**. **UAO** shall review the Plans Package to see that it complies with the requirements of this Agreement.
- (7) In the event that the **UAO** finds any deficiencies in the Plans Package during the reviews performed pursuant to subparagraph f. above, the **UAO** will notify the **FDOT** in writing of the deficiencies within the time specified in the plans review transmittal.
- (8) The **UAO** shall furnish the **FDOT** such information from the **UAO** files as requested by the **FDOT**.
- (9) The Facilities and the Utility Design will include all utility facilities of the **UAO** which are located within the limits of the Project, except as may be specified in the communications pursuant to subparagraph 1.a.
- (10) If the Utility Work is reimbursable, **FDOT** shall pay the cost for the preparation of the Plans Package.
- (11) If the Utility Work is not reimbursable, the Plans Package shall be prepared at the sole cost and expense of the **UAO**. The **UAO** agrees that it will, at least fifteen (15) days prior to the **FDOT** issuing the Supplemental Agreement to its design consultant, furnish the **FDOT** an advance deposit of the amount of the Supplemental

Agreement for the payment for preparation of the Plans Package. It is understood that the **FDOT's** design consultant shall not begin any work on the Plans Package until the **FDOT** has received the above payment and that if such payment is not timely received, the Plans Package will not be prepared by the **FDOT's** design consultant. The **FDOT** shall utilize this deposit for the payment of Utility Design. Both parties further agree that the costs incurred in connection with the work as referenced in subparagraph 3.j. shall include the cost of preparation of the Plans Package. No work in excess of the advance deposit shall be done. In the event that it is subsequently determined that work in addition to that described in the Supplemental Agreement is necessary in order to properly complete the preparation of the Plans Package, the **UAO** shall make an additional deposit in the amount necessary to issue a subsequent Supplemental Agreement for the additional work. The payment of funds under this paragraph will be made directly to the **FDOT** for deposit into the State Transportation Trust Fund unless the **UAO** requests in the communications under subparagraph 1.a. that they be deposited in escrow with the Department of Financial services as provided in the standard Memorandum of Agreement between the **UAO**, the **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the **FDOT** Comptroller's Office.

(12) It is specifically understood and agreed that if post-design services are needed in connection with the performance of the Utility Work, and if the Utility Work is not reimbursable, the **UAO** shall make an additional deposit in the amount that **FDOT** will pay the **FDOT** design consultant for the payment of said post-design services. The **FDOT** will notify the **UAO** no later than 60 days prior to the date of deposit of the amount of the deposit and the date for the deposit. Said amount will be deposited into the State Transportation Trust Fund. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above will include an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the post-design services as set forth in Section 337.403(1)(b) of the Florida Statutes. The amount of the deposit shall constitute a maximum limiting amount. In the event that the **UAO** fails to timely make the deposit for post-design services, all post-design services for the Utility Design shall be performed by the **UAO** at the **UAO's** sole cost and expense, and at a time and in a manner that does not cause delay to the Project. Both parties further agree that the costs incurred in connection with the work as referenced in subparagraph 3.j. shall include the cost of post-design services hereunder.”

8. The words “under Florida condemnation law” are removed from the first sentence of subparagraph 3.a. and the following sentence is added at the end of that subparagraph:

“As used herein, the words “compensable land interest” shall mean any interest in property, the taking of which is subject to the payment of compensation under the Constitution of the United States of America or under the Florida Constitution, but only to the extent of the compensability under the terms and conditions of the document creating the interest, and provided that nothing herein shall be interpreted to modify, alter, amend, or override the specific terms and conditions of said document.”

**ATTEST:**

By: Cindy Ikerd  
Print Name: Cindy Ikerd  
Title: Admin. Asst.  
Date: 4/14/11

**DEPARTMENT:**

By: Brian Blanchard #19-11  
Printed Name: Brian Blanchard  
Title: Chief Engineer  
Date: 4/14/11

**Legal Review:**

By: Roger Wood  
Office of the General Counsel

**ATTEST:**

By: Heather Burnett  
Print Name: Heather Burnett  
Title: Manager  
Date: 4/5/11

**UAO:**

By: John P. McCarthy  
Printed Name: John P. McCarthy, Director  
JEA Procurement Services  
Chief Procurement Officer  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_  
Counsel for UAO  
Reviewed by  
Purchasing Contracts  
Specialist  
HCB

# Exhibit “A”

## Scope of Work

**FPID # 210711-2-56-01:** The cost within this Agreement reflects JEA Water and Sewer utility work for construction of a 16 inch re-claim water main to be constructed along SR 200 during construction by the FDOT Contractor through a Utility Work by Highway Master Agreement (At UAO and FDOT Expense Combined) dated 12/07/2000.



## J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West  
 Jacksonville, Florida 32254  
 Office (904) 786-1120 Fax (904) 783-2970

April 29, 2020

Mike Williams  
 JEA  
 21 West Church Street  
 Jacksonville, Florida 32202

RE: FIN Project No.: 210711-2-52-01, etc.  
 FAP No.: 4881-072-P  
 Project Name: SR 200, Nassau County  
 Contract No.: T-2573  
 County: Nassau  
**Preliminary Price Proposal to Furnish &  
 Install 16-inch Re-Claim Water Main**

Dear Mr. Williams:

As discussed in the field meeting Monday, April 27, 2020 at 1:00 p.m., J.B. Coxwell Contracting, Inc. (JBCCI) provides the following preliminary lump sum price proposal of **\$350,144.38** to furnish and install approximately 1,200 LF of 16-inch re-claim water main, associated gate valves and fitting as well as the restoration and reconstruction of completed work disturbed within the SR 200 LT Roadway, breakdown as follows:

### 1. Furnish and Install 16-inch Re-Claim Water Main from +/- STA 1004+40 to STA 1016+00

Pay Item	Description	Qty	UM	UP	Total
10	Temp Pavement Ramp A	94.00	SY	\$ 46.00	\$ 4,324.00
20	Temp Pavement Ramp D	140.00	SY	\$ 46.00	\$ 6,440.00
30	Temp Pavement Ramp A - Ramp Access	214.00	SY	\$ 46.00	\$ 9,844.00
40	Temp Pavement Ramp D - Ramp Access	480.00	SY	\$ 46.00	\$ 22,080.00
50	Saw Cutting Ramp A	64.00	LF	\$ 1.50	\$ 96.00
60	Saw Cutting Ramp D	76.00	LF	\$ 1.50	\$ 114.00
70	Saw Cutting SR 200	432.00	LF	\$ 1.50	\$ 648.00
80	Remove Type F Curb	20.00	LF	\$ 9.60	\$ 192.00
90	Construct Type F Curb	20.00	LF	\$ 15.77	\$ 315.40
100	Q.C. Testing	1.00	LS	\$ 6,270.00	\$ 6,270.00

FIN Project No.: 210711-2-52-01, etc.

FAP No.: 4881-072-P

Project Name: SR 200, Nassau County

Contract No.: T-2573

County: Nassau

**Preliminary Price Proposal to Furnish & Install 16-inch Re-Claim Water Main****-Page 2**

Pay Item	Description	Qty	UM	UP	Total
110	Re-Work Type B Stabilization	1.00	LS	5,888.00	\$ 5,888.00
120	ReWork OBG 9	1.00	LS	5,888.00	\$ 5,888.00
130	OBG 15	244.00	SY	58.16	\$ 14,191.04
140	Paving Mobilization	1.00	EA	\$ 3,850.00	\$ 3,850.00
150	Mill 2-inch key 1-foot each side of pavement	1.00	LS	\$ 4,125.00	\$ 4,125.00
160	Crash Attenuator	1.00	LO	\$ 1,039.50	\$ 1,039.50
170	ALS to Locate Lighting, ITS, Signal	1.00	LS	\$ 6,292.00	\$ 6,292.00
180	16-inch Re-Claim Water, DR-18	1,200.00	LF	\$ 103.80	\$ 124,560.00
190	16-inch Re-Claim Water, Bell Restraints	29.00	EA	\$ 900.00	\$ 26,100.00
200	16-inch Re-Claim Water, 45 degree bends	24.00	EA	\$ 1,490.00	\$ 35,760.00
210	16-inch Re-Claim Water, Plug	2.00	EA	\$ 572.00	\$ 1,144.00
220	16-inch Re-Claim Water, Gate Valve	2.00	EA	\$ 7,900.00	\$ 15,800.00
230	Excavatble Flow Fill	170.00	CY	\$ 138.00	\$ 23,460.00
240	Home Office Overhead	8.00	DY	\$ 3,075.43	\$ 24,603.44
250	Erosion Control	8.00	DY	\$ 170.00	\$ 1,360.00
260	Maintenance of Traffic	1.00	LS	\$ 5,760.00	\$ 5,760.00
	<b>TOTAL</b>				<b>\$ 350,144.38</b>

**Notes:**

Price includes milling 1' Key each side of existing asphalt base to overlap joints

Price includes backfill w/excavatable flow fill in asphalt area, 6 EA Case-B Crossing &amp; Ramp A&amp;D.

Price includes premium cost for an accelerated schedule

Price includes Quality Control Testing as required by FDOT

Price includes Maintenance of Traffic / Erosion Control

Price includes installation and removal of temporary pavement on Ramp A &amp; Ramp D

Price includes road plates Ramp A &amp; Ramp D to Access I-95

I certify that this request is made in good faith and any supportive data provided is accurate and complete to JBCCI's best knowledge and belief. Please note as discussed, the above additional work shall not result in an additional time extension to FDOT contract T2573 nor shall it result in liquidated damages.

Sincerely,

J. B. COXWELL CONTRACTING, INC.



Eddie K. Greene

Vice President Operations

Ltr. 217





## Formal Bid and Award System

Award #5

June 04, 2020

**Type of Award Request:** STANDARD  
**Requestor Name:** Henderson, Jessica D. – Staff Engineer  
**Requestor Phone:** (904) 665-6874  
**Project Title:** Schweitzer Engineering Laboratories (SEL) Equipment - JEA Approved Standard  
**Project Number:** Various, see attached documentation  
**Project Location:** JEA  
**Funds:** Capital  
**Award Estimate:** \$2,987,661.15  
**Scope of Work:**

For the supply of a large number of standardized relays, control components and services for Transmission and Distribution substations. Additionally, JEA may request, ad-hoc tech support equipment design, integration and engineering services related to SEL's equipment under this contract and in accordance with the negotiated terms. The Contract will be used to support capital and operations & maintenance projects.

**JEA IFB/RFP/State/City/GSA#:** NA  
**Purchasing Agent:** Rodney Lovgren  
**Is this a Ratification?:** NO  
**If yes, explain:**

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SCHWEITZER ENGINEERING LABORATORIES INC.	Doug Freemeyer	doug@powerconnections.com	C/O Power Connections Inc, 115 Adris Pl, Dothan AL 36303	(407) 905-2981	\$2,987,661.15

**Amount for entire term of Contract/PO:** \$2,987,661.15  
**Award Amount for remainder of this FY:** \$1,271,952.95  
**Length of Contract/PO Term:** Three (3) Years w/Two (2) – 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 06/01/2020  
**End Date (mm/dd/yyyy):** 05/31/2023  
**Renewal Options:** YES - Two (2) – 1 Yr. Renewals  
**JSEB Requirement:** N/A – STANDARD

### BIDDER:

Name	Amount
SCHWEITZER ENGINEERING LABORATORIES INC.	\$2,987,661.15

**Background/Recommendations:**

JEA has been using SEL protective and control relays since 1993. System Protection and Controls has evaluated these relays JEA and has adopted these as a JEA Standard. To improve JEA's overall electric system reliability and to meet the requirement of NERC and FERC, JEA is required to upgrade its electromagnetic, static and first generation microprocessor relays with the current SEL models.

SEL will continue to honor the 4.5% discount on relays and items that have a quantity discount column on their list price sheet. SEL will no longer extend blanket discount past a year. Pricing and discount structure will be reviewed and updated annually. If purchase volume continues they will continue to honor this 4.5% discount.


After the original term, JEA and SEL will review and determine if the one (1) year Contract renewals will be executed. There are two (2) optional renewals. This would allow the Contract with SEL to last up to five (5) years.

The Award amount is a forecast of substation projects over the three (3) year contract period. Should renewals be selected, JEA will return to the award committee for additional funding.

Request approval to award a three (3) year contract to Schweitzer Engineering Laboratories, Inc. for the supply of relays and services for transmission and distribution services in the amount of \$2,987,661.15, subject to the availability of lawfully appropriated funds.

- Manager:** Heaton, Ryan C. (Mgr System Protection and Control Projects)
- Director:** Pinkstaff, Larry G. - Dir Energy Project Mgmt & Joint Assets
- Sr. Director:** Acs, Gabor - Sr Dir Engineering & Projects
- VP:** Anders, Caren B. - VP/GM Energy

**APPROVALS:**

	06/05/2020
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**Chairman, Awards Committee** **Date**

	6/5/2020
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**Budget Representative** **Date**

	<b>SUBSTATION STANDARDS COMMITTEE</b>  <b>MINUTES</b>	<b>01/11/11</b>
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**2011 MEETING SCHEDULE:  
January 11, April 12, July 12, October 11  
1:30-3:00 CWSC**

**ATTENDEES:**

Travis Betros, Vijay Burbure, Peter Carlstedt, Darrell Hamilton, Robert Hammond, Manuel Irizarry, Dennis Lamoureux, Robert McAlister, Andrew Motsinger, Muqet Mujahid, Brian Quarterman, Marc Rasor, Jinwoo Roh, Richard Rukab, Bob Sevestre, Russell Simmons, Mike Smith, Charles Stephens, Trevor Tanner, Steven Thompson, Timothy Woods.

**AREAS OF DISCUSSION:**

**I. OPEN ITEMS:**

**1. Substation Standards Book:**

**Battery Banks –Discuss adoption of specification.**

Proposed Battery Bank specification from October 12, 2010 committee meeting was discussed. It was noted that JEA does not use 150Ah battery banks, item removed from section 2.

Motion to adopt specification and reconfirm Alpine batteries as the JEA standard for procurement and maintenance passed unanimously. (Item Closed)

**II. NEW ITEMS:**

**1. Schweitzer Engineering Laboratories (SEL):**

**Discuss standardization of SEL relays. See Attachment.**

For completeness, the committee revisited the standardization of SEL relays. Motion to standardize SEL relays per attached Standardization Form passed unanimously. It was noted that changes in model numbers, part numbers, etc., can be added to Oracle and are not required to go through the standardization process, simply notify Marc Rasor of the changes. (Item Closed)

**2. Southern States Coastal Switch:**

**Discuss 138kV costal design switch sample that Southern States provided.**

The committee discussed the single phase switch sample that Southern States submitted. There was no support for further evaluation of this item. (Item tabled).

**3. Additional Items?**

- i. It was proposed that the evaluation of Cleveland Price switches be discussed at the next committee meeting. Trevor Tanner agreed to bring this item to the next meeting (April 12<sup>th</sup> 2011 (Tanner).
- ii. A question was raised regarding the documentation (legend, drawings, schematics, etc.) supplied with new circuit breakers. Instances were noted where these were missing or incomplete. Complete sets are normally supplied and it is believed that these may be isolated cases. Complete sets will be provided for the breakers noted (Irizarry).


**Standardization Request / Approval Form**

To: Substation Standards Committee

From: System Protection & ControlsDate: 1/6/2011

In accordance with the JEA Purchasing Code and the Operational Procedure, I hereby request the following item(s)/parts/goods/service or specifications be approved as a standard: (List applicable name, Component tag #, manufacturer, model #, stock or non-stock item, etc.)

**DESCRIPTION :** Microprocessor based protection and control relays made by Schweitzer Engineering Laboratories, Inc. along with its accessories like Communication wires/ cables, Serial to fiber converters, fiber chords/cables, as used in conjunction with these SEL relays.

See Attached List.

**Justification for Standardization:**

Please check all that apply:

- The item requested must be obtained from the Original Equipment Manufacturer due to the criticality of the item or compatibility with existing equipment currently in operation or use within the JEA system.
- The item requested is only available from one source.
- This item is the most cost effective means to safely maintain the highest level of system availability & reliability
- The item purchase lead time/delivery is critical for continuous system operation .
- The item is used in large numbers throughout the JEA system.
- The item requested will provide documented long reliable service life at a lower life cycle cost.
- The item requested has better availability and delivery time, which is necessary for the particular application.
- Other (Please explain) SEL relays and accessories previously adopted as a standard July, 9, 1999.

Attach calculations/justification or other documentation for all items checked.

The above guidelines are to provide a general rational for the Standardization process but in no way shall they be interpreted as limiting either its provisions or applications. Each individual committee holds the ultimate authority in determining justification for each item standardization.

Standardization Committee Approval: Unanimous approval by the committee, MLR

Date 1/11/2011

1. SEL Protection Relays
  - a. SEL311
  - b. SEL311L
  - c. SEL351S
  - d. SEL352
  - e. SEL387
  - f. SEL411L
  - g. SEL421
  - h. SEL451
  - i. SEL487E
  - j. SEL487V
  - k. SEL587Z
  - l. SEL651R (Recloser)
  - m. SEL710 (Motor Protection)
  - n. SEL787
  
2. SEL fiber optic to Transceivers
  - a. SEL2800
  - b. SEL2810
  - c. SEL2812
  - d. SEL2814
  - e. SEL2815
  - f. SEL2829
  - g. SEL2831
  
3. SEL Clock 2407
  
4. SEL2032 Communication processor
  
5. SEL Remote module
  - a. SEL2505
  - b. SEL2506
  
6. Fiber Optic Cables
  - a. C804 200 micro-meter multimode with ST and / or VPIN termination
  - b. C807 62.5 micro-meter multimode with ST and / or VPIN termination
  - c. C808 62.5 micro-meter multimode with ST and / or VPIN termination
  - d. C809 9 micro-meter single mode with ST and / or VPIN termination

## Per Diem

SEL Engineering Services, Inc. (SEL ES) will perform onsite work on a per diem basis, unless the Customer and SEL ES agree on other arrangements. The party identifying a potential change in scope will request the change of scope to the other in writing (fax, email, or letter). SEL ES will identify any budget or schedule impact and submit it for approval. SEL ES will proceed with the work as soon as SEL ES receives written approval, in accordance with established contract provisions. Refer to the Per Diem Rate Table (below) for the per diem rates.

Per Diem Rate Table (U.S.)

Item	Description	Price (USD)
1	Mobilization fee per U.S. personnel	Distant (requires air travel) = \$3,800 Local (within 200 miles) = \$1,800
2	Daily rate per U.S. personnel	Weekday rate = \$2,400/day Saturday rate = \$3,100/day Sunday and holiday rate = \$4,000/day

For projects in the U.S., all quoted prices are exclusive of any sales, use, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

For projects in Canada, all quoted prices are exclusive of any sales, use, GST, HST, PST, value-added, or similar taxes.

For projects in countries other than the U.S. or Canada, quoted prices do not include any VAT, sales tax, or use tax. Quoted prices are the net amounts to be paid to SEL ES exclusive of such taxes, which will be added, if applicable, at the current rate(s) at the time of invoicing.

The following details apply to the Per Diem Rate Table:

- No receipts will be provided as part of the per diem rates.
- The mobilization fee is defined to include the labor and travel costs associated with transporting one person roundtrip to and from the Customer site.
- The daily rate is the charge per person, per day. Typical working hours are 8 a.m. to 6 p.m., Monday through Friday. Lunch shall be up to 60 minutes with two 15-minute breaks each day. If all the onsite work cannot be performed during typical working hours, then the daily per diem rate will be billed at 1.5 times the above rate for work performed Monday through Friday. Onsite work performed on Saturday or Sunday shall be agreed upon between the Customer and SEL ES in advance and be subject to additional charges.
- Time spent by SEL ES personnel on site while waiting standby, training, or traveling to and from the site will be considered billable time.
- Per diem rates are valid for work performed within one year of the proposal date.
- Holidays observed for U.S. Offices include: New Year's Day (observed), Memorial Day, Independence Day (observed), Labor Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day (observed).

**2020 APPLIED JEA QUOTE**

Item	Qty	Product	Part Number/Description	Base List \$ / Cost	Discounted Base \$	Base List \$ w/ Configuration Costs	Blanket Price	Price Extended
1	4	SEL-300G	---	\$3,210.00	\$3,065.55	\$4,815.00	<b>\$4,598.33</b>	\$18,393.30
2	11	SEL-351S	0351S6XHB3E5462	\$2,750.00	\$2,626.25	\$3,870.00	<b>\$3,695.85</b>	\$40,654.35
3	0	SEL-387	0387513X5H6X4X1	\$5,440.00	\$5,195.20	\$6,520.00	<b>\$6,226.60</b>	\$0.00
4	32	SEL-411L	0411L1X6X5C6CCXH624E4E4	\$8,820.00	\$8,423.10	\$14,410.00	<b>\$13,761.55</b>	\$440,369.60
5	32	SEL-421	04214615XC0X4H75X5XXX	\$7,180.00	\$6,856.90	\$10,420.00	<b>\$9,951.10</b>	\$318,435.20
6	38	SEL-451	04515615XC0X4H78484XX	\$4,350.00	\$4,154.25	\$7,590.00	<b>\$7,248.45</b>	\$275,441.10
7	18	SEL-487B	0487B1X4X52XC0XEH9EEEEEX	\$7,070.00	\$6,751.85	\$11,290.00	<b>\$10,781.95</b>	\$194,075.10
8	11	SEL-487E	0487E3X411XXC0X4H78484X	\$6,990.00	\$6,675.45	\$10,110.00	<b>\$9,655.05</b>	\$106,205.55
9	14	SEL-487V	0487V0X6151XC0X4H58484X	\$4,350.00	\$4,154.25	\$7,260.00	<b>\$6,933.30</b>	\$97,066.20
10	0	SEL-587Z	0587Z0X131H12XX	\$4,080.00	\$3,896.40	\$4,520.00	<b>\$4,316.60</b>	\$0.00
11	60	SEL-651R-2	0651R22DXGAX2A1122J102	\$6,060.00	\$5,787.30	\$7,350.00	<b>\$7,019.25</b>	\$421,155.00
12	30	SEL-710	071050E1A6X9X2G850300	\$2,590.00	\$2,960.50	\$4,218.00	<b>\$4,028.19</b>	\$120,845.70
13	38	SEL-751	751101DCD1D3D850000, 751101ACA3A70850000	\$990.00	\$945.45	\$2,740.00	<b>\$2,616.70</b>	\$99,434.60
14	0	SEL-735	0735AX20944FFXDXX26201XX	\$1,560.00	\$1,489.80	\$3,935.00	<b>\$3,757.93</b>	\$0.00
15	2	SEL-787	0787EX1DCA3D75850000	\$3,060.00	\$2,922.30	\$3,870.00	<b>\$3,695.85</b>	\$7,391.70
16	2	SEL-2440	24402H11A1A11630	\$1,000.00	\$955.00	\$1,000.00	<b>\$955.00</b>	\$1,910.00
17	5	SEL-2488	2488ORAA1181BX23X	\$2,540.00	\$2,425.70	\$3,910.00	<b>\$3,734.05</b>	\$18,670.25
18	3	SEL-2523	252301H13A0A0XX	\$3,830.00	\$3,657.65	\$4,150.00	<b>\$3,963.25</b>	\$11,889.75
19	6	SEL-2730M	2730M0ARAA1111AAAAAX0	\$1,920.00	\$1,833.60	\$2,180.00	<b>\$2,081.90</b>	\$12,491.40
20	224	SEL-2812MR	2812MRX1	\$210.00	\$210.00	\$260.00	<b>\$260.00</b>	\$58,240.00
21	312	SEL-2812MT	2812MTX0	\$210.00	\$210.00	\$210.00	<b>\$210.00</b>	\$65,520.00
22	178	SEL-2814	2814M0	\$210.00	\$210.00	\$210.00	<b>\$210.00</b>	\$37,380.00
23	8	SEL-2824	2824XXXX	\$320.00	\$320.00	\$320.00	<b>\$320.00</b>	\$2,560.00
24	8	SEL-2890	2890M0X	\$210.00	\$210.00	\$210.00	<b>\$210.00</b>	\$1,680.00
25	0	SEL-3355	3355#C7DH	\$3,670.00	\$3,504.85	\$5,620.00	<b>\$5,367.10</b>	\$0.00
26	12	SEL-3530	3530#DBCN	\$2,950.00	\$2,817.25	\$9,120.00	<b>\$8,709.60</b>	\$104,515.20
27	5	SEL-3555	3555#F82J	\$7,560.00	\$7,219.80	\$11,450.00	<b>\$10,934.75</b>	\$54,673.75
28	4	SEL-3610	3610XHA0XXX0	\$1,870.00	\$1,785.85	\$1,870.00	<b>\$1,785.85</b>	\$7,143.40
29	0	SEL-3620	3620XHA1XXX0	\$2,900.00	\$2,769.50	\$3,110.00	<b>\$2,970.05</b>	\$0.00
30	106	SEL-9220	9220XXX	\$340.00	\$340.00	\$340.00	<b>\$340.00</b>	\$36,040.00
31	6906	SEL-C808	C808G02000XXXXX	\$4.16/meter	\$4.16/meter	\$5.00/meter	<b>\$5.00/meter</b>	\$34,530.00
32	59	Firmware Upgrades	Flat Estimate	\$200.00	N/A	<b>\$300.00</b>	N/A	\$17,700.00
33	N/A	Engineering Services	Flat Estimate	\$300,000.00	N/A	N/A	N/A	\$300,000.00
34	15	Misc. Cable	---	\$3,700.00	N/A	<b>\$5,550.00</b>	N/A	\$83,250.00

**Total 5 Year Requirement by SP&C Projects= \$2,987,661.15**

**ESTIMATED 3 YEAR JEA REQUIREMENT OF SEL RELAYS WITH FUND AVAILABILITY**

CP #	Project Owner	Project Description	FY20		FY21		FY22	
			Funded Amount	SEL Relay Estimates	Funded Amount	SEL Relay Estimates	Funded Amount	SEL Relay Estimates
PP788-141P	J Coarsey	GEC 230kV Bay & Breaker Addition for Circuit 908-SPCP	\$0.00		\$0.00		\$10,000.00	
RCP060-04	M Limbaugh	NGS - Energy Project Management Capital Improvement Projects	\$2,000,000.00	\$66,448.90	\$5,000,000.00	\$66,448.90	\$6,000,000.00	\$66,448.90
TBD	TBD	Robinwood Innovation	TBD	\$52,642.20	TBD		TBD	
DE788-118P	J Coarsey	Eagle 138 - 13.8 kV Substation - SPCP	\$800,000.00	\$248,800.10	\$157,000.00	\$0.00	\$100,000.00	
PP788-119	L Pinkstaff	Kennedy Substation Control Cable and Protection System Replacement	\$687,724.07	\$0.00	\$1,124,000.00	\$37,854.05	\$0.00	
PP788-120P	J Coarsey	Mayo Clinic 230 - 26kV Substation - SPCP	\$0.00		\$0.00		\$150,000.00	
PP788-121P	J Coarsey	St Johns 4kV Substation Rebuild - SPCP	\$0.00		\$100,000.00		\$100,000.00	\$51,536.95
PP788-122P	J Coarsey	Park and King 4kV Substation Rebuild - SPCP	\$100,000.00		\$200,000.00	\$30,348.25	\$100,000.00	
PP788-124	L Pinkstaff	Transmission Capacitor Bank Controls Replacement	\$339,787.78	\$130,725.80	\$546,000.00		\$0.00	
PP788-125P	L Pinkstaff	230kV Breaker Replacement - SPCP	\$24,400.00	\$0.00	\$650,000.00	\$114,825.40	\$449,600.00	\$114,825.40
TBD	TBD	SJRPP Substation - 26 kV Substation - SPCP	TBD		TBD		TBD	
DE788-127P	L Pinkstaff	Brandy Branch Sub Solar T2 Addition	\$534,000.00	\$8,550.00	\$33,000.00		\$5,000.00	
DE788-128P	L Pinkstaff	Steelbald Sub Solar T3 Replacement	\$106,840.28	\$8,770.00	\$222,000.00		\$0.00	
DE788-129P	L Pinkstaff	Westlake Sub Solar T3 Addition	\$575,000.00	\$8,740.00	\$22,000.00		\$0.00	
CP788-62	L Pinkstaff	Normandy Substation Protection Improvement	\$308,804.72	\$0.00	\$1,364,000.00		\$0.00	
PP788-35P	J Coarsey	Nocatee 230 - 26 kV Substation - SPCP	\$618,830.91	\$16,180.00	\$289,000.00	\$0.00	\$0.00	
CP788-33	L Pinkstaff	Northside Substation Improvements	\$106,761.79	\$14,700.00	\$770,000.00		\$0.00	
RCP789-85	T Skinner	General Protection System Improvements Transmission	\$150,000.00	\$57,806.15	\$150,000.00	\$57,806.15	\$150,000.00	\$57,806.15
RCP788-88D	T Skinner	Substation R&R Projects - Transformer Replacements	\$1,400,000.00	\$14,710.90	\$1,400,000.00	\$14,710.90	\$1,400,000.00	\$14,710.90
CP789-96	L Pinkstaff	Transmission Lines Protection & Control Updates - SPCP	\$500,366.00	\$327,903.50	\$443,803.00	\$405,445.25	\$231,000.00	\$202,171.00
TBD	J Coarsey	Automatic Recloser Deployment	\$220,609.68	\$140,385.00	\$235,000.00	\$140,385.00	\$235,000.00	\$140,385.00
TBD	TBD	Kennedy Unit CT7 Relay Upgrade	TBD	\$37,795.20	TBD		TBD	
TBD	TBD	Kennedy Unit CT8 Relay Upgrade	TBD	\$37,795.20	TBD		TBD	
TBD	TBD	Pecan Park Substation - SPCP	TBD		TBD		TBD	
N/A	N/A	Engineering Services	N/A	\$100,000.00	N/A	\$100,000.00	N/A	\$100,000.00
<b>TOTAL EXPENSE</b>				<b>\$1,271,952.95</b>	<b>TOTAL EXPENSE</b>	<b>\$967,823.90</b>	<b>TOTAL EXPENSE</b>	<b>\$747,884.30</b>
							<b>TOTAL FOR 3 YEARS</b>	<b>\$2,987,661.15</b>



**THREE YEAR SEL RELAY REQUIREMENTS - SP&C PROJECTS 20413 (GENERATION/TRANSMISSION/DISTRIBUTION)**

PERIOD	DETAILS	ITEMS	SEL-300G	SEL-351S	SEL-411L	SEL-421	SEL-451	SEL-487B	SEL-487E	SEL-487V	SEL-651R-2	SEL-710	SEL-751	SEL-787	SEL-2440	SEL-2488	SEL-2523	SEL-2730M	SEL-2812MRX1	SEL-2812MTX0	SEL-2814M0	SEL-2824XXX0	SEL-2890M0X	SEL-3530	SEL-3555	SEL-3610	SEL-9220	C808G02	FIRMWARE UPGRADES	ENGINEERING SERVICES	MISC. CABLE	TOTAL		
	<b>SEL UNIT Prices</b>		\$4,598.33	\$3,695.85	\$13,761.55	\$9,951.10	\$7,248.45	\$10,781.95	\$9,655.05	\$6,933.30	\$7,019.25	\$4,028.19	\$2,616.70	\$3,695.85	\$955.00	\$3,734.05	\$3,963.25	\$2,081.90	\$260.00	\$210.00	\$210.00	\$320.00	\$210.00	\$8,709.60	\$10,934.75	\$1,785.85	\$340.00	\$5.00	\$300.00	\$300,000.00	\$5,550.00			
<b>FY20</b>	NGS - Energy Project Management Capital Improvement Projects											10	10																				\$66,448.90	
	Robinwood Innovation														1				8	56		8	8		1	4		330			2	\$52,642.20		
	Eagle 138 - 13.8 kV Substation - SPCP			8	2	2	5	4	4						1	1	3	25	50	4				1							2	\$248,800.10		
	Transmission Capacitor Bank Controls Replacement									14									25	25				1				1530			1	\$130,725.80		
	General Protection System Improvements Transmission						5	2																									\$57,806.15	
	Substation R&R Projects - Transformer Replacements			1					1										2	4													\$14,710.90	
	Transmission Lines Protection & Control Updates - SPCP				5	5													60	60	120			10	3		106						\$327,903.50	
	Brandy Branch Sub Solar T2 Addition																											10		1		\$8,550.00		
	Steelbald Sub Solar T3 Replacement																		4	4	6							16			1	\$8,770.00		
	Westlake Sub Solar T3 Addition																		5	5	4										1	\$8,740.00		
	Normandy Substation Protection Improvement																																\$0.00	
	Nocatee 230 - 26 kV Substation - SPCP																		8	8	32							30			1	\$16,180.00		
	Northside Substation Improvements																												49				\$14,700.00	
	Automatic Recloser Deployment										20																						\$140,385.00	
	Kennedy Unit CT7 Relay Upgrade		2				1		2										3	6													\$37,795.20	
	Kennedy Unit CT8 Relay Upgrade		2				1		2										3	6													\$37,795.20	
	<b>Total Price</b>		\$18,393.30	\$33,262.65	\$96,330.85	\$69,657.70	\$86,981.40	\$64,691.70	\$86,895.45	\$97,066.20	\$140,385.00	\$40,281.90	\$26,167.00	\$0.00	\$0.00	\$7,468.10	\$3,963.25	\$6,245.70	\$37,180.00	\$47,040.00	\$34,860.00	\$2,560.00	\$1,680.00	\$95,805.60	\$54,673.75	\$7,143.40	\$36,040.00	\$9,530.00	\$17,700.00	\$100,000.00	\$49,950.00	\$1,271,952.95		
																																	<b>Total Requirement by System Protection and Control Projects</b>	\$1,271,952.95
<b>FY21</b>	NGS - Energy Project Management Capital Improvement Projects											10	10																				\$66,448.90	
	Kennedy Substation Control Cable and Protection System Replacement														1				38	10	4							2040			2	\$37,854.05		
	Park and King 4kV Substation Rebuild - SPCP												3	1	1	1	1		8	8	4										1	\$30,348.25		
	230kV Breaker Replacement - SPCP						8	4											12	24												1	\$114,825.40	
	General Protection System Improvements Transmission						5	2																										\$57,806.15
	Substation R&R Projects - Transformer Replacements			1					1										2	4													\$14,710.90	
	Transmission Lines Protection & Control Updates - SPCP				15	20																												\$405,445.25
	Automatic Recloser Deployment										20																						\$140,385.00	
	<b>Total Price</b>		\$0.00	\$3,695.85	\$206,423.25	\$199,022.00	\$94,229.85	\$64,691.70	\$9,655.05	\$0.00	\$140,385.00	\$40,281.90	\$34,017.10	\$3,695.85	\$955.00	\$7,468.10	\$3,963.25	\$0.00	\$15,600.00	\$9,660.00	\$1,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,200.00	\$0.00	\$100,000.00	\$22,200.00	\$967,823.90		
																																	<b>Total Requirement by System Protection and Control Projects</b>	\$967,823.90
<b>FY22</b>	NGS - Energy Project Management Capital Improvement Projects											10	10																				\$66,448.90	
	St Johns 4kV Substation Rebuild - SPCP												5	1	1	1	1	3	7	14	4			1								1	\$51,536.95	
	230kV Breaker Replacement - SPCP						8	4											12	24												1	\$114,825.40	
	General Protection System Improvements Transmission						5	2																										\$57,806.15
	Substation R&R Projects - Transformer Replacements			1					1										2	4													\$14,710.90	
	Transmission Lines Protection & Control Updates - SPCP				10	5																						2960					\$202,171.00	
	Automatic Recloser Deployment										20																						\$140,385.00	
	<b>Total Price</b>		\$0.00	\$3,695.85	\$137,615.50	\$49,755.50	\$94,229.85	\$64,691.70	\$9,655.05	\$0.00	\$140,385.00	\$40,281.90	\$39,250.50	\$3,695.85	\$955.00	\$3,734.05	\$3,963.25	\$6,245.70	\$5,460.00	\$8,820.00	\$840.00	\$0.00	\$0.00	\$8,709.60	\$0.00	\$0.00	\$0.00	\$14,800.00	\$0.00	\$100,000.00	\$11,100.00	\$747,884.30		
																																	<b>Total Requirement by System Protection and Control Projects</b>	\$747,884.30
<b>TOTAL</b>	Quantity of relays, etc. for System Protection and Control Projects		4	11	32	32	38	18	11	14	60	30	38	2	2	5	3	6	224	312	178	8	8	12	5	4	106	6906	59	N/A	15			
	<b>Total Price</b>		\$18,393.30	\$40,654.35	\$440,369.60	\$318,435.20	\$275,441.10	\$194,075.10	\$106,205.55	\$97,066.20	\$421,155.00	\$120,845.70	\$99,434.60	\$7,391.70	\$1,910.00	\$18,670.25	\$11,889.75	\$12,491.40	\$58,240.00	\$65,520.00	\$37,380.00	\$2,560.00	\$1,680.00	\$104,515.20	\$54,673.75	\$7,143.40	\$36,040.00	\$34,530.00	\$17,700.00	\$300,000.00	\$83,250.00	\$2,987,661.15		
																																	<b>Total 3 Year Requirement by System Protection and Control Projects</b>	\$2,987,661.15