

# Welcome to the JEA Awards Meeting

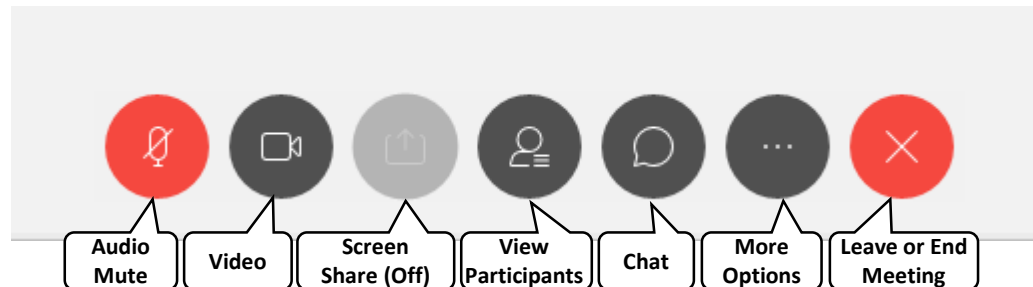
You have been joined to the meeting with your **audio muted** by default.

We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email **Jason Behr** at [behrjv@jea.com](mailto:behrjv@jea.com) to submit public comments to be read during the meeting regarding any matter on the agenda for consideration. Public comments by e-mail must be received no later than 10:10 a.m. to be read during the public comment portion of the meeting.

Please contact **Jason Behr** by telephone at **(904) 665-8750** or by email at [behrjv@jea.com](mailto:behrjv@jea.com) if you experience any technical difficulties during the meeting.

Below is a summary of the meeting controls you will see at the bottom of your screen.



# AWARDS COMMITTEE AGENDA

**DATE:** Thursday, July 16, 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 (07/09/2020).
2. **DEFERRED** - 056-20 - Request approval to award contracts to CDW in the not to exceed amount of \$402,568.02, subject to the availability of lawfully appropriated funds.
3. Request approval to award payment to Florida Department of Transportation for the FDOT 437319-1 SR10 (US90) Beaver St. from Edgewood to McDuff project in the amount of \$814,248.18, subject to the availability of lawfully appropriated funds.
4. Request approval to advance funds to the Florida Department of Transportation for construction services for Lofton Creek Bridge Replacement New Water Main project in the amount of \$384,380.93, subject to the availability of lawfully appropriated funds.
5. 057-20 - Request approval to award a contract to Sayers Construction LLC for construction services for the Circuits 909 / 917 Nocatee Substation Interconnect project in the amount of \$321,682.99, subject to the availability of lawfully appropriated funds.
6. Request approval to reassign the JEA Ace Pole Company Blanket Purchase Agreement 184588 to Ace Pole Acquisition LLC for the supply of Wood Utility Poles carried in JEA's inventory stock, 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.

## 07-16-2020 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 07/09/2020 meeting.
2-Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
3	Joint Project	Vu	\$815,000.00	\$814,248.18	Florida Dept. of Transportation	Project Completion	<p><b><u>FDOT 437319-1 SR 10 - Beaver St Water Main Replacement – Edgewood Ave N to McDuff Ave N</u></b></p> <p>The project details are below:</p> <ul style="list-style-type: none"> <li>• Original Project Budget: \$689,520.00 <ul style="list-style-type: none"> <li>○ Engineering Estimate: \$97,240.00</li> <li>○ Construction Estimate: \$530,400.00</li> <li>○ Internal JEA Costs: \$61,880.00</li> </ul> </li> <li>• Revised Budget/ Estimate at Completion: \$973,403.18 <ul style="list-style-type: none"> <li>○ Engineering Cost: \$97,275.00</li> <li>○ Construction Cost: \$814,248.18</li> <li>○ Internal JEA Costs: \$61,880.00</li> </ul> </li> <li>• Original Schedule: <ul style="list-style-type: none"> <li>○ Engineering Completion: September 2020</li> <li>○ Construction Completion: December 2022</li> </ul> </li> </ul>
4	Joint Project	Vu	\$517,500.00	\$384,380.93	Florida Dept. of Transportation	Project Completion	<p><b><u>FDOT Lofton Creek Bridge Replacement New Water Main</u></b></p> <p>The project details are below:</p> <ul style="list-style-type: none"> <li>• Original Project Budget: \$620,305.00 <ul style="list-style-type: none"> <li>○ Engineering Estimate: \$67,500.00</li> <li>○ Construction Estimate: \$517,500.00</li> <li>○ Internal JEA Costs: \$35,305.00</li> </ul> </li> <li>• Revised Budget/ Estimate at Completion: \$497,871.93 <ul style="list-style-type: none"> <li>○ Engineering Cost: \$64,152.00</li> <li>○ Construction Cost: \$384,380.93 (This Award)</li> <li>○ Internal JEA Costs: \$49,339.00</li> </ul> </li> <li>• Original Schedule: <ul style="list-style-type: none"> <li>○ Engineering Completion: April 2020</li> <li>○ Construction Completion: March 2021</li> </ul> </li> <li>• Current Schedule: <ul style="list-style-type: none"> <li>○ Engineering Completion: June 2020</li> <li>○ Construction Completion: March 2022 (FDOT)</li> </ul> </li> </ul>

## 07-16-2020 Awards Committee

<b>5</b>	Invitation For Bid (IFB) 7 Respondents	Erixton	\$420,250.00	\$321,682.99	Sayers Construction LLC	Project Completion	<p><b><u>Circuits 909 / 917 Nocatee Substation Interconnect</u></b></p> <p>2,100 feet of new 230kV transmission line, interconnecting a recently constructed transmission line built alongside Philips Highway (U.S. 1) to the proposed Nocatee Substation, located near the intersection of Philips Highway (U.S. 1) and Race Track Road.</p> <ul style="list-style-type: none"> <li>• Spend per FY: <ul style="list-style-type: none"> <li>○ FY20 \$0.00</li> <li>○ FY21 \$321,682.99</li> </ul> </li> <li>• Current Schedule: <ul style="list-style-type: none"> <li>○ Construction Start 10/05/2020</li> <li>○ Construction Complete 11/06/2020</li> </ul> </li> </ul>
<b>6</b>	Miscellaneous	McElroy	\$0.00	\$0.00	Ace Poles Acquisition LLC	5 Years	<p><b><u>Wood Poles for Inventory Stock</u></b></p> <p>Request approval to reassign the JEA Ace Pole Company Blanket Purchase Agreement 184588 to Ace Pole Acquisition LLC for the supply of Wood Utility Poles carried in JEA's inventory stock, subject to the availability of lawfully appropriated funds.</p>
<b>Total Award</b>				<b>\$1,520,312.10</b>			

## **JEA AWARDS COMMITTEE**

### **JULY 09, 2020 MEETING MINUTES**

The JEA procurement Awards Committee met on July 09, 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, David Migut as Office of General Counsel Representative; with Alan McElroy, Juli Crawford, Brandon Edwards, Stephen Datz, and Wayne Young 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 Landon Todd 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 June 25, 2020 minutes contained in the board packet.

**MOTION:** Alan McElroy made a motion to approve the June 25, 2020 minutes (Award Item 1). The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-7:

2. Request approval for the emergency award awarded purchase order to Element 1 Engineering Inc. for activated carbon injection systems for NGS in the amount of \$87,800.00, subject to the availability of lawfully appropriated funds.

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

3. Request approval to award a sole source contract to Element 1 Engineering for a NGS Unit 1 and 2 Carbon Injection systems in the amount of \$128,000.00, subject to the availability of lawfully appropriated funds.

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

4. Request approval to award a contract to Fort Bend Services, Inc. for FBS-C882 proprietary blend of polymer emulsion for the Blacks Ford WRF in the amount of \$600,000.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Alan McElroy made a motion to approve Award Item 4 with minor change to budget write up. The motion was seconded by Brandon Edwards and approved unanimously by the Awards Committee (5-0).

5. 051-20 - Request approval to award a contract to Century Elevator for construction services for the supply of two rack & pinion elevators for Brandy Branch Generating Station in the amount of \$620,000.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Wayne Young made a motion to approve Award Item 5 as presented in the board packet. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

6. Request approval to award a sole source contract to Applied Specialties, for chemical supply, testing and controls in the amount of \$1,270,850.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Brandon Edwards made a motion to approve Award Item 6 as presented in the board packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

7. Request approval to award a contract to Evoqua Water Technologies LLC for the Buckman Primary Clarifiers - Flight and Chain Replacement project in the amount of \$945,375.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Stephen Datz made a motion to approve Award Item 7 as presented in the board packet. The motion was seconded by Alan McElroy 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 11:18 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/)**



## Formal Bid and Award System

Award #3 July 16, 2020

**Type of Award Request:** JOINT PROJECT  
**Requestor Name:** Paula, Richard  
**Requestor Phone:** (904) 665-6985  
**Project Title:** FDOT 437319-1 SR 10 - Beaver St Water Main Replacement – Edgewood Ave N to McDuff Ave N  
**Project Number:** 8005688, 182-S  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$815,000.00

### 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 the utility construction costs associated with the FDOT SR10 (US90) from Edgewood to McDuff project. The project includes roadway surface replacement and improvements. The FDOT Contractor will construct approximately 1957 linear feet (LF) of new 8" PVC water main, 90 LF of new 6" PVC water main, 10 LF of new 4" PVC water main, 30 LF of new 2" poly water main, abandon in place 1145 LF of existing 2" galvanized water main, and remove of 1980 LF of existing 6" and 8" AC water main and associated sewer main work.

**JEA IFB/RFP/State/City/GSA#:** N/A - FDOT  
**Purchasing Agent:** Kruck, Daniel R.  
**Is this a Ratification?:** NO

### 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	\$814,248.18

**Amount for entire term of Contract/PO:** \$814,248.18  
**Award Amount for remainder of this FY:** \$814,248.18  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 12/02/2020  
**End Date (mm/dd/yyyy):** Project Completion (Expected: Dec. 2022)  
**JSEB Requirement:** N/A - FDOT

### Background/Recommendations:

JEA's water mains are within the FDOT's project footprint/right-of-way. This project will replace portions of the existing water main within the project limits of the FDOT 437319-1 SR10 (US90) Beaver St. from Edgewood to McDuff. The FDOT design consultant has completed the water main design in association with the roadway project and designed the water main per JEA standards and specifications.



The following items are included in the construction bid document:

#### Water

- Replace 1957 LF of 8 inch PVC water main
- Replace 90 LF of 6 inch PVC water main
- Replace 10 LF of 4 inch PVC water main
- Replace 30 LF of 2 inch poly water main
- Install 6 each 8 inch gate valves
- Install 6 each 6 inch gate valves
- Install 2 each 4 inch gate valves
- Remove 1920 LF of existing 8 inch AC water main
- Remove 60 LF of existing 6 inch AC water main
- Abandon by plugging 1145 LF of existing 2 inch galvanized water main
- Install 17 each new 1" short/long side water services
- Valve box and manhole ring adjustments

Most of the construction estimate increase between the original and the revised is attributable to four items including Asbestos-Cement (AC) water main removal, additional 400 feet of water main, maintenance of traffic, and contaminated soil abatement and monitoring. Unlike the other segments of Beaver St. to the East that had cast iron water main replaced, this segment has an AC water main; this was discovered during the design process through the use of soft digs. The FDOT Utility Accommodation Manual requires the removal of asbestos containing material from the FDOT right of way once it is no longer in use. An additional 400 feet was added on the project's east end to be replaced when the soft digs discovered it was AC instead of PVC as shown in GIS. Maintenance of traffic costs increased, since the existing AC water main has to be removed and it is located under a travel lane. Soil contamination from petroleum was found during design and since the material is not suitable for road construction, it cannot be reused as backfill around the new water main and must be landfill disposed.

JEA's utility construction work will be included with FDOT's bid and constructed by FDOT's contractor via the terms of the existing JEA/FDOT Master Agreement. By doing so, roadway restoration costs will be minimized. Per the terms of the Master Agreement, JEA is to prepay FDOT for the estimated value of the construction work prior to FDOT bidding the project. If after bidding the prepaid amount is more than the construction costs, JEA can request a refund. The FDOT quote letter is attached as backup.

The project details are below:

- Original Project Budget: \$689,520.00
  - Engineering Estimate: \$97,240.00
  - Construction Estimate: \$530,400.00
  - Internal JEA Costs: \$61,880.00
- Revised Budget/ Estimate at Completion: \$973,403.18
  - Engineering Cost: \$97,275.00
  - Construction Cost: \$814,248.18
  - Internal JEA Costs: \$61,880.00
- Original Schedule:
  - Engineering Completion: September 2020
  - Construction Completion: December 2022

Request approval to award payment to Florida Department of Transportation for the FDOT 437319-1 SR10 (US90) Beaver St. from Edgewood to McDuff project in the amount of \$814,248.18, 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  
**Chief:** Vu, Hai X. – Interim General Manager Water/Wastewater Systems

**APPROVALS:**

 \_\_\_\_\_ 7/16/2020

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

Laure A Whitmer \_\_\_\_\_ 7/16/2020

**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

Mr. Mickhael Sulayman  
JEA Water & Sewer  
21 West Church Street  
Jacksonville, FL 32202

**RE: UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT (AT UAO AND FDOT EXPENSE COMBINED)**  
**FPID: 437319-1-56-01**  
**Federal No. – D219-144-B**  
**County – Duval**  
**State Road – 10**  
**Project Location – SR 10 (US 90) from Edgewood Street to McDuff Street**

Dear Mr. Sulayman:

This is your approved **Utility Work Order No. 5 /Notice to Proceed** in the amount of **\$814,248.18** for the construction work needed for JEA Water & Sewer relocation of facilities along SR10 as reflected under the terms of the of the executed **Utility Work by Highway Contractor Master Agreement (at UAO and FDOT Expense Combined)** dated December 7, 2000.

The Department of Transportation is requesting deposit of the required funds by **July 14, 2020**.

Sincerely,

John P. McCarthy  
D2 Utilities Administrator

Enclosures

cc: Nelson Bedenbaugh– Project Management – Email  
Charmaine Small – OOC General Accounting Office – Email  
D2 Workprogram- Email  
File – Letter & Agreement

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 West Church Street-T4  
 City, State, Zip: Jacksonville, FL 32202  
 Contact: Mickhael Sulayman Phone Number: (904) 665-6985  
 E-Mail Address: sulams@jea.com Fax Number: (904) 665-5303  
 Federal Employer ID # and address sequence: F592983007004  
 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, FL 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: 12/7/2000 5. Date Form Modified: 6/13/2020

6. Agreement Amount: \$965,374.18 7. Escrow Deposit Due Date: 7/14/2020  
 Amount Due: \$ 814,248.18 Additional Deposit Due Date: \_\_\_\_\_  
 Amount Due: \$ \_\_\_\_\_ Additional Deposit Due Date: \_\_\_\_\_  
 Amount Due: \$ \_\_\_\_\_

8. County Name: DUVAL 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: JEA W/S facilities relocation by FDOT Highway Contractor.

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
437319-1-32-01	\$104,841.00	LF	0	N/A	100%
437319-1-C2-01	\$24,835.00	LF	0	N/A	100%
437319-1-52-01	\$21,450.00	LF	0	N/A	100%
437319-1-56-01	\$683,193.91	LF	0	N/A	100%
437319-1-52-01	\$35,000.00	LF	0	N/A	100%
437319-1-C2-06	\$65,000.00	LF	0	N/A	100%
437319-1-62-01	\$31,054.27	LF	0	N/A	100%

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

20. Comments: WO#1 & WO#2 \$104,841 Eng/Design; WO#3 \$24,835 Contamination Assessment; WO#4 \$21,450 MH & VB Adjustments. WO#5 \$814,248.18 pending PSEE approval 6/5/20.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK ORDER CHANGE NO. 5

<b>Financial Project ID: 437319-1-56-01</b>	<b>Federal Project ID: D219-144-B</b>
<b>County: Duval</b>	<b>State Road No.: 10</b>
<b>District Document No: 1</b>	
<b>Utility Agency/Owner (UAO): JEA Water &amp; Sewer</b>	

A.

1. 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)

2. 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.

1. The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:

a.  ATTACHED.

b.  INCLUDED IN THE HIGHWAY CONTRACT PLANS.

2. The cost of this Utility Work is:

a.  NONREIMBURSABLE

b.  REIMBURSABLE

(1)  Force Account Method

(2)  Lump Sum Method

(3)  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
437319-1-56-01	WO #5						\$683,139.91
437319-1-52-01	WO #5						\$35,000.00
437319-1-C2-06	WO #5						\$65,000.00
437319-1-62-01	WO #5						\$31,054.27
Sub-Totals.....							\$814,248.18
Net Cost of Construction Changes, this order.....							\$814,248.18
Cost of Construction Changes, previously ordered.....							\$151,126.00
Net Total Cost Construction Changes to Date.....							\$965,374.18
Contract Amount.....							\$965,374.18
Estimated Cost of Work Authorized to Date.....							\$965,374.18

Recommended: 6/13/2020 Date Approved: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Date

\_\_\_\_\_  
District Utility Coordinator  
Roland E. Davis, EI  
Typed Name

\_\_\_\_\_  
District Utility Engineer/Administrator  
John P. McCarthy  
Typed Name

\_\_\_\_\_  
Division Administrator  
Federal Highway Administration  
Typed Name

**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/>).

UW#C

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.

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- (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



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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.

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- 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

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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.

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- 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

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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.

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**5. Out of Service Facilities**

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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**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 \_\_\_\_\_  
\_\_\_\_\_

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."

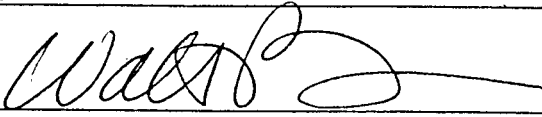


STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT  
(AT UAO AND FDOT EXPENSE COMBINED)

Form No 710-010-64  
UTILITIES  
Rev. 10/00

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) 

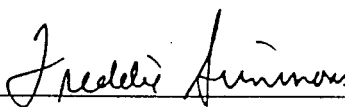
DATE: 12/7/2007

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)

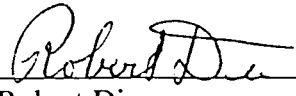
BY: \_\_\_\_\_

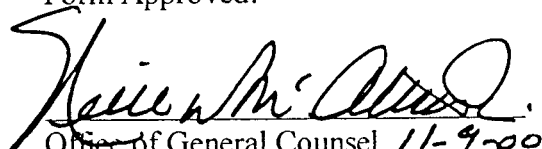
DATE: \_\_\_\_\_

(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

Financial Project ID <u>437319-1-56-01</u>						
Engineer's Opinion of Probable Cost						
SR 10 (Beaver Street) From Edgewood to McDuff - JEA Relocations						
Item	JEA Spec. No.	Description	Quantity	Units	Unit Price	Total Price
<b>POTABLE WATER</b>						
1	801.III.2.2	OUT-OF-SERVICE PLACEMENT OF PIPING BY PLUGGING, 2", GLV	1145	LF	\$ 5.00	\$ 5,725.00
2	801.III.2.4	REMOVING PIPE BELOW GRADE, 6"	60	LF	\$ 10.00	\$ 600.00
3	801.III.2.4	REMOVING PIPE BELOW GRADE, 8", AC	1920	LF	\$ 50.00	\$ 96,000.00
4	801.XIII.1	FURNISHING AND INSTALLING PIPELINE, 2", Poly	30	LF	\$ 25.00	\$ 750.00
5	801.XIII.1	FURNISHING AND INSTALLING PIPELINE, 4", PVC	10	LF	\$ 35.00	\$ 350.00
6	801.XIII.1	FURNISHING AND INSTALLING PIPELINE, 6", PVC	90	LF	\$ 45.00	\$ 4,050.00
7	801.XIII.1	FURNISHING AND INSTALLING PIPELINE, 8", PVC	1957	LF	\$ 60.00	\$ 117,420.00
8	801.XIII.2	FURNISHING AND INSTALLING FITTINGS, 4"	2	EA	\$ 250.00	\$ 500.00
9	801.XIII.2	FURNISHING AND INSTALLING FITTINGS, 6", DI	13	EA	\$ 750.00	\$ 9,750.00
10	801.XIII.2	FURNISHING AND INSTALLING FITTINGS, 8" DI	22	EA	\$ 1,000.00	\$ 22,000.00
11	801.XIII.6.1	SPLIT RING PIPE BELL RESTRAINTS - (Existing Mains)	11	EA	\$ 1,500.00	\$ 16,500.00
12	801.XIV.1	FURNISHING AND INSTALLING FIRE HYDRANTS	1	EA	\$ 4,500.00	\$ 4,500.00
13	801.XIII.9	REPLACEMENT/RELOCATION RESIDENTIAL WATER SERVICE, 2"	3	EA	\$ 2,000.00	\$ 6,000.00
14	801.XIII.12	TEMPORARY SAMPLE TAPS	8	EA	\$ 1,000.00	\$ 8,000.00
15	801.XIII.11	COMPLIANCE SAMPLE TAPS (JEA PLATE W-27)	8	EA	\$ 1,000.00	\$ 8,000.00
16	801.XIV.3	FURNISHING AND INSTALLING VALVES, 4" GATE VALVES	2	EA	\$ 1,000.00	\$ 2,000.00
17	801.XIV.3	FURNISHING AND INSTALLING VALVES, 6" GATE VALVES	6	EA	\$ 1,500.00	\$ 9,000.00
18	801.XIV.3	FURNISHING AND INSTALLING VALVES, 8" GATE VALVES	6	EA	\$ 2,500.00	\$ 15,000.00
19	801.XIV.7.1	VALVE BOX AND COVER ADJUSTMENT	2	EA	\$ 750.00	\$ 1,500.00
20	801.XIII	EXISTING WATER SERVICE CONNECTION LOCATION CONFIRMATION	17	EA	\$ 1,000.00	\$ 17,000.00
21	801.III.2.2	TAKE EXISTING CONNECTIONS OUT OF SERVICE'	17	EA	\$ 500.00	\$ 8,500.00
22	801.XIII.8	FURNISHING AND INSTALLING NEW WATER SERVICE-1" LONG SIDE	1	EA	\$ 1,500.00	\$ 1,500.00
23	801.XIII.8	FURNISHING AND INSTALLING NEW WATER SERVICE-1" SHORT SIDE	16	EA	\$ 1,000.00	\$ 16,000.00
24	801.XIV.5	FURNISHING AND INSTALLING WATER METER BOXES	17	EA	\$ 1,000.00	\$ 17,000.00
25	102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	82	CY	\$ 23.15	\$ 1,905.25
26	110-4	REMOVAL OF EXISTNG CONCRETE	58	SY	\$ 19.83	\$ 1,152.34
27	160-4	TYPE B STABILIZATION	2979	SY	\$ 3.28	\$ 9,770.82
28	285-710	OPTIONAL BASE GROUP 10	4117	SY	\$ 16.45	\$ 67,724.65
29	327-70-7	MILLING EXIST. ASPHALT PAVEMENT (4")	2115	SY	\$ 3.63	\$ 7,678.26
30	334-1-53	TYPE SP STRUCTURAL COURSE (TRAFFIC C) (PG 76-22)	462	TN	\$ 102.26	\$ 47,267.55
31	337-7-33	FC-12.5 FRICTION COURSE (TRAFFIC C) ( PG 76-22)	175	TN	\$ 115.73	\$ 20,195.56
32	520-1-10	CURB AND GUTTER TYPE F	85	LF	\$ 23.43	\$ 1,991.55
33	522-1	CONCRETE SIDEWALK (4" THICK)	39	SY	\$ 40.35	\$ 1,582.62
<b>Total Lump Sum Water Utility Work</b>						\$ 546,913.60
Load in Bid Document under FDOT Pay Item No. 1000-6						
<b>SANITARY SEWER</b>						
34	801.III.2.4	REMOVING PIPE BELOW GRADE, 8"	474	LF	\$ 30.00	\$ 14,220.00
35	801.XVI.1	WASTEWATER PIPING FURNISH AND INSTALL, 8", PVC	474	LF	\$ 60.00	\$ 28,440.00
36	801.XV.4	CONNECTION TO EXISTING SEWAGE MANHOLE	4	LF	\$ 2,000.00	\$ 8,000.00
37	801.XV.6	MANHOLE TOP ADJUSTMENT	4	EA	\$ 1,500.00	\$ 6,000.00
38	110-4	REMOVAL OF EXISTNG CONCRETE	263	SY	\$ 19.83	\$ 5,223.22
39	522-1	CONCRETE SIDEWALK (4" THICK)	155	SY	\$ 40.35	\$ 6,272.18
40	522-2	CONCRETE SIDEWALK (6" THICK)	108	SY	\$ 55.73	\$ 6,016.36
<b>Total Lump Sum Sanitary Sewer Utility Work</b>						\$ 74,171.77
Load in Bid Document under FDOT Pay Item No. 1000-5						
<b>Sub Total Project Lump Sum (Water + Sanitary Sewer)</b>						<b>\$621,085.37</b>
<b>10% Contingency</b>						<b>\$62,108.54</b>
<b>5% CE&amp;A</b>						<b>\$31,054.27</b>
<b>Utility Project Estimate</b>						<b>\$714,248.18</b>
41	102-1	MAINTENANCE OF TRAFFIC (Water)	1	LS	\$ 30,000.00	\$ 30,000.00
42	102-1	MAINTENANCE OF TRAFFIC (Sewer)	1	LS	\$ 5,000.00	\$ 5,000.00
43	C2-01	ABATEMENT AND MONITORING	1	LS	\$ 65,000.00	\$ 65,000.00
<b>Total Project Estimate</b>						<b>\$814,248.18</b>

# **Exhibit “A”**

## **Scope of Work**

**FPID# 437319-1-56-01:** The cost within this agreement reflects the relocation costs for JEA Water & Sewer facilities by highway contractor to accommodate FDOT’s construction along State Road 10 (US 90) from Edgewood Street to McDuff Street.





## Formal Bid and Award System

Award #4 July 16, 2020

**Type of Award Request:** JOINT PROJECT  
**Request #:** 6858  
**Requestor Name:** Hamilton, Thomas R.  
**Requestor Phone:** (904) 665-5797  
**Project Title:** FDOT Lofton Creek Bridge Replacement New Water Main  
**Project Number:** 8005535  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$517,500.00

### 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 the utility construction costs associated with the FDOT CR200A Over Lofton Creek Bridge No740069 - Bridge Replacement project. The project includes bridge and roadway surface replacement/improvements. The FDOT Contractor will construct approximately 520 linear feet (LF) of 16" Open Cut Ductile Iron Pipe (DIP), 153 LF 16" Aerial Push-On Restrained Joint DIP, and associated fittings/appurtenances.

**JEA IFB/RFP/State/City/GSA#:** N/A - FDOT  
**Purchasing Agent:** King, David  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
FLORIDA DEPARTMENT OF TRANSPORTATION	FDOT, c/o Wells Fargo Bank, N.A., 1 Independent Drive, Jacksonville FL 32202	(813) 225-4338	\$384,380.93

**Amount for entire term of Contract/PO:** \$384,380.93  
**Award Amount for remainder of this FY:** \$384,380.93  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 03/02/2021  
**End Date (mm/dd/yyyy):** Project Completion (Expected: Mar. 2022)  
**JSEB Requirement:** N/A - FDOT

### Background/Recommendations:

JEA's Pages Dairy Rd - Felmor Rd to Chester Rd proposed water main is within the FDOT's project footprint/right-of-way for the Lofton Creek Bridge Replacement. This project will install a portion of the proposed water main within the project limits of the FDOT CR200A Over Lofton Creek Bridge No740069 - Bridge Replacement. The design consultant has completed the water main design in association with the roadway project and designed the water main per JEA Standards and Specifications. FDOT will be releasing the bid for this project on 12/02/2020.

FDOT stipulated that payment must be made by 07/31/2020 in order for the current FDOT project not to be delayed.

The original estimate information was initially developed by the JEA Joint Projects with no design information and a -30%/+50% margin of error. That was before Grid Projects absorbed the Lofton Creek Bridge Water Main (WM) FDOT JT Project into the Pages Dairy Rd WM Project. The current estimate is more accurate and based upon a FDOT final design with a -10%/+15% margin of error.

JEA's utility construction work will be included with FDOT's bid and constructed by FDOT's contractor via the terms of the existing JEA/FDOT Master Agreement. By doing so, roadway restoration costs will be minimized. Per the terms of the Master Agreement, JEA is to prepay FDOT for the estimated value of the construction work prior to FDOT bidding the project. If after bidding the prepaid amount is more than the construction costs, JEA can request a refund. The FDOT quote letter is attached as backup.


The project details are below:

- Original Project Budget: \$620,305.00
  - Engineering Estimate: \$67,500.00
  - Construction Estimate: \$517,500.00
  - Internal JEA Costs: \$35,305.00
- Revised Budget/ Estimate at Completion: \$497,871.93
  - Engineering Cost: \$64,152.00
  - Construction Cost: \$384,380.93 (This Award)
  - Internal JEA Costs: \$49,339.00
- Original Schedule:
  - Engineering Completion: April 2020
  - Construction Completion: March 2021
- Current Schedule:
  - Engineering Completion: June 2020
  - Construction Completion: March 2022 (FDOT)


Request approval to advance funds to the Florida Department of Transportation for construction services for Lofton Creek Bridge Replacement New Water Main project in the amount of \$384,380.93, subject to the availability of lawfully appropriated funds.

**Manager:** DiMeo, Elizabeth A. – Manager Project Manager  
**Director:** Conner, Sean – Director W/WW Project Engineering & Construction  
**Chief:** Vu, Hai X. – Interim General Manager Water/Wastewater Systems

**APPROVALS:**

 \_\_\_\_\_ 07/16/2020

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

 \_\_\_\_\_ 7/16/2020

**Budget Representative** **Date**



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

1109 S. Marion Avenue  
Lake City, FL 32025

KEVIN J. THIBAUT, P.E.  
SECRETARY

July 2, 2020

Thomas R. Hamilton P.E.  
21 West Church Street  
Jacksonville, FL 32202

**SUBJECT: UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT  
(AT UAO AND FDOT EXPENSE COMBINED)  
FPID – 437407-1-52-01  
Federal No. – D219-147-B  
County – Nassau  
State Road - Off System – CR200A  
Project Description – CR200A Over Lofton Creek Bridge No740069 – Bridge  
Replacement**

Dear Mr. Hamilton:

This is your approved **Utility Work Order No. 2/Notice to Proceed** in the amount of **\$384,380.93** for the construction and field work needed by JEA to support construction of JEA Water & Sewer facilities as covered under the terms of your Utility Work By Highway Contractor Master Agreement (At UAO and FDOT Expense Combined) dated 12/07/2000 and amended 04/14/2011.

JEA cost for structural utility shelf	\$116,686.68
JEA cost for Watermain Construction + 10% Contingency	\$217,794.50
JEA cost for FDOT Admin/CEI (5% of WM Cost)	\$9,899.75
JEA cost for Post Design Services	\$40,000.00
<b>Total Cost of WO#2</b>	<b>\$384,380.93</b>

**NOTE: The Department of Transportation is requesting the deposit of the above required funds by July 31<sup>st</sup> 2020.**

If there are any questions, please call me at (386) 961-7452

Sincerely,

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

Enclosures

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AGREEMENT SUMMARY SHEET**

**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 West Church Street - T-4  
 City, State, Zip: Jacksonville, FL 32202-3139  
 Contact: Thomas Hamilton Phone Number: 904-665-5797  
 E-Mail Address: HamiTR@jea.com Fax Number: 904-665-4457  
 Federal Employer ID # and address sequence: F592983007004  
 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, FL 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: \_\_\_\_\_

6. Agreement Amount: \$448,532.93 7. Escrow Deposit Due Date: 08/02/19  
 Amount Due: \$ \$ 64,152.00 Additional Deposit Due Date: 07/31/20  
 Amount Due: \$ \$384,380.93 Additional Deposit Due Date: \_\_\_\_\_  
 Amount Due: \$ \_\_\_\_\_

8. County Name: DUVAL 9. FDOT County Number: 74

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: JEA WM Construction and JEA Cost Participation in FDOT Contractor's Construction of Utility Shelf to accommodate JEA WM crossing Lofton Creek

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
437407-1-52-01	\$ 116,686.68	LF			100%
437407-1-56-01	\$ 217,794.50	LF			100%
437407-1-62-01	\$ 9,899.75	LF			100%
437407-1-62-40	\$ 40,000.00	LF			100%

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

20. Comments:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK ORDER CHANGE NO. 2

<b>Financial Project ID: 437407-1-52-01</b>	<b>Federal Project ID: D219-147-B</b>
<b>County: Nassau</b>	<b>State Road No.:</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.

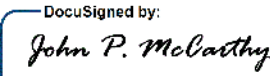
- B.
- The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:
    - ATTACHED.
    - INCLUDED IN THE HIGHWAY CONTRACT PLANS.
  - The cost of this Utility Work is:
    - NONREIMBURSABLE
    - REIMBURSABLE
      - Force Account Method
      - Lump Sum Method
      - 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
437407-1-52-01	WO#2						\$116,686.68
437407-1-56-01	WO#2						\$217,794.50
437407-1-62-01	WO#2						\$9,899.75
437407-1-62-40	WO#2						\$40,000.00
Sub-Totals.....							\$384,380.93
Net Cost of Construction Changes, this order.....							\$384,380.93
Cost of Construction Changes, previously ordered.....							\$64,152.00
Net Total Cost Construction Changes to Date.....							\$448,532.93
Contract Amount.....							\$448,532.93
Estimated Cost of Work Authorized to Date.....							

Recommended: 07/02/20 Date 7/2/2020 | 4:31 PM EDT Approved: \_\_\_\_\_ Date \_\_\_\_\_

  
District Utility Coordinator  
Terry Crews  
Typed Name

  
DocuSigned by:  
John P. McCarthy  
District Utility Engineer/Administrator  
John P. McCarthy  
Typed Name

\_\_\_\_\_  
Division Administrator  
Federal Highway Administration  
Typed Name

**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/>).

**Lofton Creek 16" Water Main Design**  
**Financial Project ID 4374071-56-01**  
**Cost Estimate**

Prime Contractor Name: \_\_\_\_\_

Item	JEA Spec. No.	Description	Est. Qty	Units	Unit Price	Total Price
<b><u>POTABLE WATER</u></b>						
1	801.XIII.1	F&I PIPELINE - 16" DI WM, OPEN CUT	520	LF	\$ 190.00	\$ 98,800.00
2	801.XIII.1	F&I PIPELINE - 16" PUSH-ON RESTRAINED JOINT DI WM, AERIAL	153	LF	\$ 160.00	\$ 24,480.00
3	801.XIII.2	F&I FITTINGS - 16" DI MJ - 11.25 DEGREE BEND	1	EA	\$ 630.00	\$ 630.00
4	801.XIII.2	F&I FITTINGS - 16" DI MJ - 22.5 DEGREE BEND	3	EA	\$ 735.00	\$ 2,205.00
5	801.XIII.2	F&I FITTINGS - 16" DI MJ - 45 DEGREE BEND	8	EA	\$ 860.00	\$ 6,880.00
6	801.XIII.2	F&I FITTINGS - 16" DI MJ - CAP	2	EA	\$ 400.00	\$ 800.00
7	801.XIII.2	F&I FITTINGS - 16" DI MJ - CONNECTING SLEEVE	2	EA	\$ 600.00	\$ 1,200.00
8	801.XIII.5	F&I PIPE SUPPORTS - 16"	16	EA	\$ 2,500.00	\$ 40,000.00
9	801.XIII.6	F&I PIPE BELL RESTRAINT - 16" DIP, MJ	26	EA	\$ 500.00	\$ 13,000.00
10	801.XIII.12	F&I TEMPORARY SAMPLE TAPS	1	EA	\$ 2,500.00	\$ 2,500.00
11	801.XIV.9	F&I AIR RELEASE VALVES	1	EA	\$ 7,500.00	\$ 7,500.00
<b>Total Lump Sum Water Utility Work</b>						<b>\$ 197,995.00</b>

Load in Bid Document under FDOT Pay Item No. 1000-6

10% Contingency \$19,799.50

~~5% OEI \$9,899.75~~

Total \$227,694.25



Florida Department of Transportation

43740715601- JEA Utility Shelf Estimated Construction Cost

Project: 43740715201

Item	Description	Unit	Quantity	Unit Price	Pay Item Total
<b>Category - 0100</b>	<b>Structures</b>	<b>Struc. Work Class: 02 - MINOR BRIDGES</b>			
0400- 2- 47	CONCRETE CLASS II, CAST-IN-PLACE TOPPING WITH SHRINKAGE REDUCING ADMIXTURE	CY	220.900	\$934.10	\$206,342.69
0400- 4- 5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	CY	67.200	\$1,191.30	\$80,055.36
0400-148-	PLAIN NEOPRENE BEARING PADS	CF	12.000	\$1,000.00	\$12,000.00
0415- 1- 4	REINFORCING STEEL - BRIDGE SUPERSTRUCTURE	LB	47,004.000	\$1.03	\$48,414.12
0415- 1- 5	REINFORCING STEEL- BRIDGE SUBSTRUCTURE	LB	12,114.000	\$1.09	\$13,204.26
0450- 8- 21	PRESTRESSED BEAM: FLORIDA SLAB BEAM, BEAM DEPTH 15", WIDTH 48-51"	LF	1,612.000	\$299.40	\$482,632.80
0455- 34- 3	PRESTRESSED CONCRETE PILING, 18" SQ	LF	1374.000	\$120.00	\$164,880.00
0455-143- 3	TEST PILES-PRESTRESSED CONCRETE, 18" SQ	LF	289.000	\$245.88	\$71,059.32
0458- 1- 11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I POURED JOINT WITH BACKER ROD	LF	164.000	\$54.85	\$8,995.40
0521- 5- 13	CONCRETE TRAFFIC RAILING- BRIDGE, 36" SINGLE-SLOPE	LF	150.000	\$136.31	\$20,446.50
<b>Sub Total</b>				<b>\$1,108,030.45</b>	
0101- 1-	MOBILIZATION (43740715201) (10%)	LS	1.000	\$115,303.05	\$115,303.05
0102- 1-	MAINTENANCE OF TRAFFIC (43740715201) (10%)	LS/DA	1 / 300	\$45,000.00	\$45,000.00

Notes: Bridge width = 47' - 0" (coping to coping)  
 Utility shelf clear width = 4' - 4"  
 Ratio: 4.333 / 47 = 0.092

<b>Total</b>	<b>\$1,268,333.50</b>
<b>Apply 0.092 Ratio</b>	<b>\$116,686.68</b>
<b>Cost for Utility Shelf</b>	<b>\$116,686.68</b>



**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT: N I  
(AT UAO AND FDOT EXPENSE COMBINED) F D**

THIS AGREEMENT, entered into this 14<sup>th</sup> day of December, year of 2000 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.



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

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 UTILITIES  
 Rev. 10/00

- 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



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

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UTILITIES  
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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**  
(AT UAO AND FDOT EXPENSE COMBINED)

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  
(AT UAO AND FDOT EXPENSE COMBINED)****5. Out of Service Facilities**

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.



**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT  
(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



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

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



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

"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	_____
_____		_____
_____		_____

If to the FDOT:

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

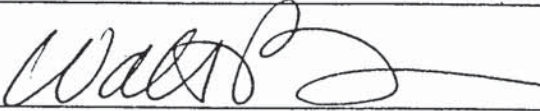
**10. Certification**

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. BUSSELLS, MANAGING DIRECTOR)

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

Recommend Approval by the State Utility Engineer

BY: (Signature) 

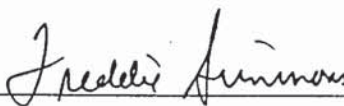
DATE: 12/7/2000

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: \_\_\_\_\_)

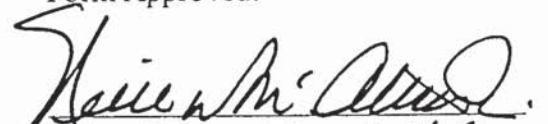
(Typed Title: \_\_\_\_\_)

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 # 14-11

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS**  
 (Appendix A of Assurances)

710-010-08  
 UTILITIES  
 OGC-04/17

<b>Financial Project ID: 437407-1-52-01</b>	<b>Federal Project ID: D219-147-B</b>
<b>County: Nassau</b>	<b>State Road No.:</b>
<b>District Document No: 1</b>	
<b>Utility Agency/Owner (UAO): JEA Water &amp; Sewer</b>	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest (**hereinafter referred to as the UAO**), agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Requirements:** The **UAO** will use domestic steel and/or iron products incorporated into the finished work in compliance with the Buy America provisions of 23 CFR 635.410 as amended. As used in this provision, "steel and/or iron products" means manufactured products that are predominately steel and/or iron products and that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means products that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel and/or iron product is taken outside the United States for any manufacturing process, it becomes foreign source steel and/or iron products. The **UAO** may incorporate into the finished work foreign source steel and/or iron products as long as the actual cost of such foreign products does not exceed 0.1% of the total amount of this Agreement, or \$2,500.00 whichever is greater. The **UAO** will retain documentation verifying compliance with the Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the **UAO** will provide the documentation verifying compliance with the Buy America provision of this Agreement. The **UAO** will provide a certification with the invoice that states the following: "The UAO certifies that all manufactured products that are predominately steel and/or iron are domestic products in compliance with the Buy America provisions of 23 CFR 635.410 as amended except for the foreign source steel and/or iron allowance of 0.1% of the total amount of the agreement between the Florida Department of Transportation and the UAO, or \$2,500.00 whichever is greater."

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS**  
(Appendix A of Assurances)

710-010-08  
UTILITIES  
OGC-04/17

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.

# Exhibit "A"

## Scope of Work

***FPID # 437407-1-52-01:*** The costs within this Agreement reflects JEA Water and Sewers utility work included as part of FDOT's roadway construction on CR200A.



## Formal Bid and Award System

Award #5 July 16, 2020

**Type of Award Request:** BID (IFB)  
**Request #:** 6813  
**Requestor Name:** Chmist, Sebastian – Staff Engineer  
**Requestor Phone:** (904) 665-7016  
**Project Title:** Circuits 909 / 917 Nocatee Substation Interconnect  
**Project Number:** 8005313  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$420,250.00

### Scope of Work:

Construction services for approximately 2,100 feet of new 230kV transmission line, interconnecting a recently constructed transmission line built alongside Philips Highway (U.S. 1) to the proposed Nocatee Substation, located near the intersection of Philips Highway (U.S. 1) and Race Track Road. Transmission construction will include the setting of eight (8) new spun concrete transmission poles and re-framing two (2) existing steel transmission poles. Conductor installation will include sagging / tensioning of new 1590 ACSR “Falcon” conductor and 3#6 AW shield wires. Contractor shall also install all insulators / hardware as per the construction drawings.

**JEA IFB/RFP/State/City/GSA#:** 057-20  
**Purchasing Agent:** Lovgren, Rodney  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SAYERS CONSTRUCTION LLC	Mark Sayers	bids@power solutionsgroup llc.com	104 W. Milk Drive, San Marcos, TX 78666	(512) 529-1272	\$321,682.99

**Amount for entire term of Contract/PO:** \$321,682.99  
**Award Amount for remainder of this FY:** \$0.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** (7/30/2020 – Construction start 10/05/2020)  
**End Date (mm/dd/yyyy):** Project Completion (Expected: 11/06/2020)  
**JSEB Requirement:** N/A  
**BIDDERS:**

Name	Amount
SAYERS CONSTRUCTION LLC	\$321,682.99
SPE GROUP	\$372,909.17
C AND C POWERLINE INC.	\$390,434.31
PIKE ELECTRIC LLC	403,321.60
EDISON POWER CONSTRUCTORS	\$493,303.65
VOLT POWER LLC	\$673,194.46
HAUGHLAND ENERGY GROUP	\$886,443.00

**Background/Recommendations:**

Advertised on 06/02/2020. Eleven (11) prime contractors attended the mandatory pre-bid meeting held on 06/09/2020. At Bid opening on 07/07/2020, JEA received seven (7) Bids. Sayers Construction LLC is the lowest responsive and responsible Bidder. A copy of the Bid Form & Bid Workbook is attached as backup.

The award amount of \$321,682.99 is less than the budget estimate and is deemed reasonable. Sayers aggressively bid this work. This is reflected in Sayers transmission pole setting / install cost, being lower than typical.

057-20 - Request approval to award a contract to Sayers Construction LLC for construction services for the Circuits 909 / 917 Nocatee Substation Interconnect project in the amount of \$321,682.99, subject to the availability of lawfully appropriated funds.

**Manager:** Hamilton, Darrell D. - Manager, Project Design  
**Director:** Pinkstaff, Larry G. - Director, Joint Owned Electric Assets  
**Sr. Director:** Acs, Gabor - Sr Dir Engineering & Projects  
**Chief:** Erixton, Ricky D. - Interim GM Electric Systems

**APPROVALS:**

 07/16/2020

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

 7/16/2020

**Budget Representative** **Date**

**Addendum 3**, Bid Form

057-20 Circuits 909 / 917 Nocatee Substation Interconnect

Submit an **original, three (3) copies and one (1) CD or 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.

**Submit a pdf electronic version per the bid submittal instructions in the solicitation document.**

Company Name: Sayers Construction LLC

Company's Address 104 W. MLK Drive , San Marcos TX 78666

License Number: CBC1252727

Phone Number: 512-529-1272 FAX No: 512-354-7448 Email Address: bids@powersolutionsgroupllc.com

<p><b><u>BID SECURITY REQUIREMENTS</u></b></p> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Certified Check or Bond Five Percent (5%)	<p><b><u>TERM OF CONTRACT</u></b></p> <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Annual Requirements <input checked="" type="checkbox"/> Other, Specify - Project Completion
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<p><b><u>SAMPLE REQUIREMENTS</u></b></p> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Response Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	<p><b><u>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</u></b></p> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Bond required 100% of Bid Award
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<p><b><u>QUANTITIES</u></b></p> <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	<p><b><u>INSURANCE REQUIREMENTS</u></b></p> <p align="center">Insurance required</p>
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**PAYMENT DISCOUNTS**

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

Description of Services	TOTAL BID PRICE
Total Bid Price (from the Bid Workbook)	\$

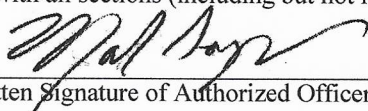
**I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".**

**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

  
 Handwritten Signature of Authorized Officer of Company or Agent

**7/7/2020**

Date

**Mark Sayers President**  
 Printed Name and Title

Acknowledge receipt of this addendum on the Response Form

**057-20 Appendix B Schedule of Values**

Scope	#	ITEM DESCRIPTION	UOM	Quantity	Unit Price	Extended Price
Mob / Demob / Bond	1	1.1 MOBILIZATION	Lump Sum	1	\$ 25,107.66	\$ 25,107.66
	2	1.2 DEMOBILIZATION	Lump Sum	1	\$ 16,051.41	\$ 16,051.41
	3	1.3 BID BOND	Lump Sum	1	\$ 5,200.00	\$ 5,200.00
Site Prep	4	2.1 INSTALL, RENT, AND REMOVE MATTING AS NEEDED	Lump Sum	1	\$ 30,187.50	\$ 30,187.50
	5	2.2 SURVEYING - STAKE POLE LOCATIONS	Lump Sum	1	\$ 6,641.25	\$ 6,641.25
Transmission Structures, Distribution Structures, and Hardware Installation	6	3.1 TRANSPORTATION OF JEA PLATING MATERIALS TO JOB SITE	Lump Sum	1	\$ 4,012.85	\$ 4,012.85
	7	3.2 RETURN UNUSED JEA MATERIALS	Lump Sum	1	\$ 8,025.70	\$ 8,025.70
	8	3.3 RECEIVE, UNLOAD AND SPOT STRUCTURES AND ASSOCIATED HARDWARE	Lump Sum	1	\$ 8,025.70	\$ 8,025.70
	9	3.4 SET AND FRAME CONCRETE POLE #55	Lump Sum	1	\$ 6,623.03	\$ 6,623.03
	10	3.5 SET AND FRAME CONCRETE POLE #56	Lump Sum	1	\$ 6,623.03	\$ 6,623.03
	11	3.6 SET AND FRAME CONCRETE POLE #57	Lump Sum	1	\$ 6,623.03	\$ 6,623.03
	12	3.7 SET AND FRAME CONCRETE POLE #58	Lump Sum	1	\$ 6,623.03	\$ 6,623.03
	13	3.8 SET AND FRAME CONCRETE POLE #60	Lump Sum	1	\$ 6,623.03	\$ 6,623.03
	14	3.9 SET AND FRAME CONCRETE POLE #61	Lump Sum	1	\$ 6,623.03	\$ 6,623.03
	15	3.10 SET AND FRAME CONCRETE POLE #62	Lump Sum	1	\$ 6,623.03	\$ 6,623.03
	16	3.11 SET AND FRAME CONCRETE POLE #63	Lump Sum	1	\$ 6,623.03	\$ 6,623.03
	17	3.12 RE-FRAME STEEL POLE 59A	Lump Sum	1	\$ 1,605.14	\$ 1,605.14
	18	3.13 RE-FRAME STEEL POLE 59B	Lump Sum	1	\$ 1,605.14	\$ 1,605.14
	19	3.14 FRAME SUBSTATION A-FRAME SS1	Lump Sum	1	\$ 1,203.86	\$ 1,203.86
	20	3.15 FRAME SUBSTATION A-FRAME SS2	Lump Sum	1	\$ 1,203.86	\$ 1,203.86
	21	3.16 GROUND POLES (5 GROUND RODS PER POLE - For all Poles)	Lump Sum	1	\$ 8,025.70	\$ 8,025.70
Conductor and Wire Installation	22	4.1 INSTALL, SAG AND TENSION CONDUCTORS / SHIELD WIRE FROM STRUCTURE #59B TO #55	Lump Sum	1	\$ 30,096.39	\$ 30,096.39
	23	4.2 INSTALL, SAG AND TENSION CONDUCTORS / SHIELD WIRE FROM STRUCTURE #59A TO 63	Lump Sum	1	\$ 30,096.39	\$ 30,096.39
	24	4.3 INSTALL, SAG AND TENSION CONDUCTORS / SHIELD WIRE FROM STRUCTURE #55 TO #SS2	Lump Sum	1	\$ 10,032.13	\$ 10,032.13
	25	4.4 INSTALL, SAG AND TENSION CONDUCTORS / SHIELD WIRE FROM STRUCTURE #63 TO #SS1	Lump Sum	1	\$ 10,032.13	\$ 10,032.13
	26	5.1 RESTORATION	Lump Sum	1	\$ 5,220.35	\$ 5,220.35
Miscellaneous	27	5.2 AS-BUILT DRAWINGS	Lump Sum	1	\$ 1,003.21	\$ 1,003.21
	28	5.3 RE-GRADE AROUND EACH POLE TO MATCH PRE-CONSTRUCTION CONDITIONS	Lump Sum	1	\$ 4,012.85	\$ 4,012.85
	29	5.4 ADDITIONAL GROUND RODS (FOR EACH ADDITIONAL GROUND ROD, REQUIRED OVER THE BASE SCOPE IN THE TECHNICAL SPECIFICATION)	Per Rod	30	\$ 601.93	\$ 18,057.90
	30	5.5 GROUND WELLS (PER GROUND WELL AS DESCRIBED IN THE TECHNICAL SPECIFICATION) TO BE USED IF REQUESTED BY JEA PROJECT REPRESENTATIVE	Per Well	2	\$ 1,203.86	\$ 2,407.72
	31	6.6 FEC FLAGMAN (ASSUME \$1,200 PER DAY PLUS MARKUP, SEE TECH SPECS)	Per Day	5	\$ 1,320.00	\$ 6,600.00
	32	6.7 MOT (ALLOWANCE) TO BE USED FOR ALL MOT ON ALL ROADS	Dollars	5,000	\$ 1.00	\$ 5,000.00
	<b>Subtotal Line 1 - 32Above</b>					
<b>SWA (10% of Subtotal)</b>						<b>\$ 29,243.91</b>
<b>Total Bid Price (Enter this amount on line 1 of the Bid Form)</b>						<b>\$ 321,682.99</b>





## Formal Bid and Award System

Award #6 July 16, 2020

**Type of Award Request:** ASSIGNMENT  
**Request #:** 6860  
**Requestor Name:** Keeler, Jessica  
**Requestor Phone:** (904) 665-6403  
**Project Title:** Wood Utility Poles for JEA Inventory Stock  
**Project Number:** Various  
**Project Location:** JEA  
**Funds:** Inventory Blanket Account  
**Budget Estimate:** N/A

### Scope of Work:

The purpose of this Agreement is to provide Wood Utility Poles for JEA's inventory stock. The primary use of these items is to support overhead power lines and various other materials such as electrical cable, fiber optic cable, transformers and streetlights within our network system and is utilized by the Electric department. Our current inventory balance for the items found in this solicitation is \$152,919.64, with the average current lead-time of over twenty four to forty eight hours depending upon the item.

**JEA IFB/RFP/State/City/GSA#:** 117-19  
**Purchasing Agent:** Roddy, Colin Patrick  
**Is this a Ratification?:** No

### RECOMMENDED AWARDEES:

Name	Vendor Contact	Email	Address	Phone	Amount
ACE POLE ACQUISITION LLC	Susan Rye	<a href="mailto:susan.rye@beachtimber.com">susan.rye@beachtimber.com</a>	P.O Box 763, Alma, GA 31510	912-632-2800	\$0.00

**Amount of Original Award:** \$4,131,112.00  
**Date of Original Award:** 09/19/2019  
**Assignment Adjustment Amount:** \$0.00  
**New Not-To-Exceed Amount:** \$4,131,112.00  
**Length of Contract/PO Term:** Five (5) Years  
**Begin Date (mm/dd/yyyy):** 12/09/2019  
**End Date (mm/dd/yyyy):** 12/09/2024  
**Renewal Options:** No Renewals  
**JSEB Requirement:** N/A - Optional

### Background/Recommendation:

Originally bid and approved by the Awards Committee on 09/19/2019 to Ace Pole Company in the amount of \$4,131,112.00. The original award item is attached for reference.

Ace Pole has requested JEA's written consent of the current Agreement they have with JEA to a new Purchaser, Ace Pole Acquisition LLC. A detailed overview of this request has been included as backup. Assignment of a contract must now be approved by the Awards Committee if the Awards Committee originally approved the



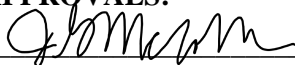
award of the contract or an increase in the maximum indebtedness under the contract. All assignments should be evidenced by an Assignment and Assumption Agreement drafted through the Office of General Counsel per the Office of General Counsel.

Ace Pole has performed well on the existing Agreement to date. They have received 10 orders from JEA for a total of \$313,159.05 in purchases over the 10 month period the Agreement has been in place. Ace Poles, and now Ace Pole Acquisition, will hold finished product for JEA which are not owned by JEA, to accommodate a very short lead-time. In discussion with management, no significant changes will occur with employees, equipment, or operations at Ace Poles as a result of the sale.

Request approval to reassign the JEA Ace Pole Company Blanket Purchase Agreement 184588 to Ace Pole Acquisition LLC for the supply of Wood Utility Poles carried in JEA's inventory stock, subject to the availability of lawfully appropriated funds.

**Manager:** Pearson, Kenny – Procurement Category Manager  
**Director:** McCollum, Jenny – Director, Procurement Services  
**VP:** McElroy, Alan – Interim Chief Supply Chain Officer

**APPROVALS:**

 \_\_\_\_\_ 07/16/2020

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

\_\_\_\_\_  
**Budget Representative** **Date**



# Formal Bid and Award System

Approved by the JEA Awards Committee

Date 9-19-19 Item# 5

Award #5 September 19, 2019

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 6546  
**Requestor Name:** Keeler, Jessica  
**Requestor Phone:** (904) 665-6403  
**Project Title:** Wood Utility Poles for JEA Inventory Stock  
**Project Number:** Various  
**Project Location:** JEA  
**Funds:** Inventory Blanket Account  
**Budget Estimate:** \$4,101,170.83

**Scope of Work:**  
 The purpose of this Invitation to Negotiate (ITN) is to solicit pricing for Wood Utility Poles for JEA's inventory stock. The primary use of these items is to supporting overhead power lines and various other materials such as electrical cable, fiber optic cable, transformers and streetlights within our network system and is utilized by the Electric department. During 2018, the annual spend for these items was \$717,745.00. At the time of bid release, our current inventory balance for the items found in this solicitation was \$88,932.35, with the average current lead-time of over twenty four to forty eight hours depending upon the item.

This award impacts the following three (3) JEA Measures of Value:

- Customer Value – Ensures JEA can continue to efficiently and effectively operate the electric network grid
- Community Impact Value – Minimizes network outages by ensuring a consistent flow of materials from strategic supply chain partners
- Financial Value – Reduces operating expenses for these items and optimize the supplier portfolio for this commodity category

**JEA IFB/RFP/State/City/GSA#:** 117-19  
**Purchasing Agent:** Roddy, Colin Patrick  
**Is this a Ratification?:** No

### RECOMMENDED AWARDEES:

Name	Vendor Contact	Email	Address	Phone	Amount
ACE POLE COMPANY	Chris Thrift	<a href="mailto:cthrift@acepole.com">cthrift@acepole.com</a>	6352 Timber Lane Blackshear, GA 21516	912-449-4011	\$4,131,112.00

**Amount for entire term of Contract/PO:** \$4,131,112.00  
**Award Amount for remainder of this FY:** \$0.00  
**Length of Contract/PO Term:** Five (5) Years  
**Begin Date (mm/dd/yyyy):** 12/01/2019  
**End Date (mm/dd/yyyy):** 03/01/2024  
**Renewal Options:** No Renewals  
**JSEB Requirement:** N/A - Optional

### BIDDERS:

Name	First Round Total Extended Price	First Round Ranking	BAFO Total Extended Price	BAFO Ranking
ACE POLE COMPANY	\$4,131,112.00	95.10	\$4,131,112.00	94.02
KOPPERS UTILITY & INDUSTRIAL PRODCUTS	\$4,327,965.00	90.82	\$4,067,331.37	94.00
GRESKO	\$6,083,070.00	70.74	\$5,529,616.00	74.69

**Background/Recommendation:**

Advertised 07/08/2019, One (1) vendor attended the optional pre-response meeting on 07/18/2019. At Response opening on 07/30/2019, JEA received three (3) Responses.

In order to leverage JEA's spend for Wood Utility Poles included in JEA Inventory, the internal team identified thirteen (13) items deemed to be a good fit to be included in this initiative. In the past, these items were purchased on a blanket purchase through Ace Pole Company. The current agreement with Wesco is scheduled to expire on November 30, 2019.

The basis for award for this bid was that JEA would award a contract(s) to the Respondent(s) that met the Minimum Qualifications and were deemed the highest evaluated Respondent. After the evaluations were complete, Ace Pole Company was determined to be the Respondent that was the highest evaluated for this work scope.

Even with utilizing best practices of aggregation of items and competitive bidding, JEA will still realize an estimated five (5) year cost increase via unit price increases totaling \$29,941.17, or 0.73% due to market conditions. The BAFO resulted in zero reduction. Unit pricing for the contract(s) will be adjusted annually with adjustments corresponding to the Producer Price Index by Commodity for Lumber and Wood Products: Wood Poles, Piles, and Posts.

Procurement tracks two different types of savings. The total cost difference is comparing the current pricing with the proposed pricing (+/-). The total sourcing savings is determined by negotiations, BAFO savings and value added savings. Below is the breakdown:

- **Total cost difference:** \$29,941.17 (unit price increase) = (\$29,941.17)

117-19 - Request approval to award a contract to ACE Pole Company (\$4,131,112.00) for the supply of Wood Utility Poles carried in JEA's inventory stock, subject to the availability of lawfully appropriated funds.

**Manager:** Pearson, Kenny – Procurement Category Manager  
**Director:** McCollum, Jenny – Director, Procurement Services  
**VP:** McCarthy, John P. – VP Logistics & Chief Supply Chain Officer

**APPROVALS:**

 \_\_\_\_\_ 9/19/19

**Chairman, Awards Committee** \_\_\_\_\_ **Date**

 \_\_\_\_\_ 9/19/19

**Manager, Operating Budget Planning** \_\_\_\_\_ **Date**

# Evaluation Matrix - Wood Utility Poles for JEA

Quotation of Rates (70 Points)	Quotation of Rates (70 Points)			
	Low Respondent = 70 pts Other Respondent(s) points = 70 pts * (Low Respondent Pricing / Res			
Work Plan (30 Points)	Work Plan to Meet the Project Scope (30 Points)			
Approach to providing specified services and materials. (6 points)	Outstanding (6 points)	Very Good (4.8 points)	Good (3.6 points)	
Storm Response Capabilities. (6 points)	Outstanding (6 points)	Very Good (4.8 points)	Good (3.6 points)	
Past Performance in providing Wood Utility Poles for other clients with the same size and scope as JEA as well as in terms of relevant experience of key personnel and their professional ability to execute this project. (6 points)	Outstanding (6 points)	Very Good (4.8 points)	Good (3.6 points)	
Proposed Lead Times & Inventory Stocking Programs (6 points)	Outstanding (6 points)	Very Good (4.8 points)	Good (3.6 points)	
Product Quality and Supplier Processes (6 points)	Outstanding (6 points)	Very Good (4.8 points)	Good (3.6 points)	

Jessica Keeler	Quotation of Rates (70 Points)	Approach to providing specified services	Storm Response Capabilities	Past Performance	Proposed Lead Times and Inventory Stocking Program
<b>Ace Pole</b>		4.8	6	4.8	6
<b>Koppers</b>		4.8	6	4.8	4.8
<b>Gresco</b>		4.8	6	4.8	6

Robert Robinson	Quotation of Rates (70 Points)	Approach to providing specified services	Storm Response Capabilities	Past Performance	Preventative maintenance program
<b>Ace Pole</b>		4.8	4.8	3.6	4.8
<b>Koppers</b>		4.8	6	4.8	3.6
<b>Gresco</b>		3.6	4.8	3.6	3.6

Henry Hoff	Quotation of Rates (70 Points)	Approach to providing specified services	Storm Response Capabilities	Past Performance	Preventative maintenance program
<b>Ace Pole</b>		6	6	6	6
<b>Koppers</b>		4.8	4.8	4.8	4.8

Gresco		4.8	4.8	4.8	4.8
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Quotation Amounts	Total Price	Points
Ace Pole	\$4,131,112.00	70
Koppers	\$4,327,965.00	66.82
Gresco	\$6,083,070.00	47.54

# Inventory Stock

			Ace Pole	Koppers	Gresco
spondents Pricing)			70.00	66.82	47.54
<b>nts)</b>					
d ints)	Poor (2 .4 points)	Unsatisfactory (1.2 points)	5.2	4.8	4.4
d ints)	Poor (2 .4 points)	Unsatisfactory (1.2 points)	5.6	5.6	5.2
d ints)	Poor (2 .4 points)	Unsatisfactory (1.2 points)	4.8	4.8	4.4
d ints)	Poor (2 .4 points)	Unsatisfactory (1.2 points)	5.6	4.4	4.8
d ints)	Poor (2 .4 points)	Unsatisfactory (1.2 points)	3.9	4.4	4.4
			<b>Total</b>	<b>95.10</b>	<b>90.82</b>
				<b>70.74</b>	

Product Quality & Supplier Processes	Total
6	27.60
4.8	25.20
4.8	26.40

Product Quality & Supplier Processes	Total
3.6	21.60
3.6	22.80
3.6	19.20

Product Quality & Supplier Processes	Total
6	30.00
4.8	24.00

4.8	24.00
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# Evaluation Matrix - Wood Utility Poles for JEA

Quotation of Rates (70 Points)	Quotation of Rates (70 Points)			
	Low Respondent = 70 pts Other Respondent(s) points = 70 pts * (Low Respondent Pricing / Res			
Work Plan (30 Points)	Work Plan to Meet the Project Scope (30 Points)			
Approach to providing specified services and materials. (6 points)	Outstanding (6 points)	Very Good (4.8 points)	Good (3.6 points)	
Storm Response Capabilities. (6 points)	Outstanding (6 points)	Very Good (4.8 points)	Good (3.6 points)	
Past Performance in providing Wood Utility Poles for other clients with the same size and scope as JEA as well as in terms of relevant experience of key personnel and their professional ability to execute this project. (6 points)	Outstanding (6 points)	Very Good (4.8 points)	Good (3.6 points)	
Proposed Lead Times & Inventory Stocking Programs (6 points)	Outstanding (6 points)	Very Good (4.8 points)	Good (3.6 points)	
Product Quality and Supplier Processes (6 points)	Outstanding (6 points)	Very Good (4.8 points)	Good (3.6 points)	

Jessica Keeler	Quotation of Rates (70 Points)	Approach to providing specified services	Storm Response Capabilities	Past Performance	Proposed Lead Times and Inventory Stocking Program
<b>Ace Pole</b>		4.8	6	4.8	6
<b>Koppers</b>		4.8	6	4.8	4.8
<b>Gresco</b>		4.8	6	4.8	6

Robert Robinson	Quotation of Rates (70 Points)	Approach to providing specified services	Storm Response Capabilities	Past Performance	Preventative maintenance program
<b>Ace Pole</b>		4.8	4.8	3.6	4.8
<b>Koppers</b>		4.8	6	4.8	3.6
<b>Gresco</b>		3.6	4.8	3.6	3.6

Henry Hoff	Quotation of Rates (70 Points)	Approach to providing specified services	Storm Response Capabilities	Past Performance	Preventative maintenance program
<b>Ace Pole</b>		6	6	6	6
<b>Koppers</b>		4.8	4.8	4.8	4.8



Gresco		4.8	4.8	4.8	4.8
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Quotation Amounts	Total Price	Points
Ace Pole	\$4,131,112.00	68.92
Koppers	\$4,067,331.37	70.00
Gresco	\$5,529,616.00	51.49

# Inventory Stock

			Ace Pole	Koppers	Gresco
spondents Pricing)			68.92	70.00	51.49
nts)					
d ints)	Poor (2 .4 points)	Unsatisfactory (1.2 points)	5.2	4.8	4.4
d ints)	Poor (2 .4 points)	Unsatisfactory (1.2 points)	5.6	5.6	5.2
d ints)	Poor (2 .4 points)	Unsatisfactory (1.2 points)	4.8	4.8	4.4
d ints)	Poor (2 .4 points)	Unsatisfactory (1.2 points)	5.6	4.4	4.8
d ints)	Poor (2 .4 points)	Unsatisfactory (1.2 points)	3.9	4.4	4.4
			<b>Total</b>	<b>94.02</b>	<b>94.00</b>
				<b>74.69</b>	

Product Quality & Supplier Processes	Total
6	27.60
4.8	25.20
4.8	26.40

Product Quality & Supplier Processes	Total
3.6	21.60
3.6	22.80
3.6	19.20

Product Quality & Supplier Processes	Total
6	30.00
4.8	24.00

4.8	24.00
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JEA Item ID	Item Description	UOM	Estimated Five (5) Year Usage	Current Costs
POLWO003	POLE, WOOD, 35' CLASS 4 (T/L = 44), WEIGHT=1,026 LBS	EA	3916	\$130.00
POLWO004	POLE, WOOD, 40' CLASS 4 (T/L = 30) - WEIGHT= 1,272 LB	EA	120	\$172.00
POLWO006	POLE, WOOD, 45' CLASS 3 (T/L = 26), WEIGHT=1,770 LBS	EA	7644	\$233.00
POLWO008	POLE, WOOD, 50' CLASS 2 (T/L = 18), WEIGHT=2,424 LBS	EA	2664	\$343.00
POLWO009	POLE, WOOD, 50' CLASS 3 (T/L = 21), WEIGHT=2,448 LBS	EA	546	\$266.00
POLWO010	POLE, WOOD, 55' CLASS 1 (T/L = 13), WEIGHT=3,258 LBS	EA	858	\$454.00
POLWO011	POLE, WOOD, 60' CLASS 1 (T/L = 10), WEIGHT=3,756 LBS	EA	80	\$582.00
POLWO013	POLE, WOOD, 65' CLASS 1 (T/L = 10), WEIGHT=4,266 LBS	EA	40	\$822.00
POLWO014	POLE, WOOD, 70' CLASS 1 (T/L = 9), WEIGHT=4,800 LBS	EA	9	\$1,209.00
POLWO015	POLE, WOOD, 75' CLASS 1, WEIGHT=5,370 LBS	EA	120	\$1,420.00
POLWO016	POLE, WOOD, 80' CLASS 1, WEIGHT=5,958 LBS	EA	33	\$1,729.55
POLWO017	POLE, WOOD, 85' CLASS 1, WEIGHT=6,570 LBS	EA	10	\$1,947.62
POLWO018	POLE, WOOD, 90' CLASS 1, WEIGHT=7,200 LBS	EA	2	\$2,303.24
				Total

Contract Budget Estimate	Ace Pole Quoted Unit Price	Ace Pole Bid Position	Ace Pole Proposed Bid Price	Ace Pole Lead Time: In Calendar Days After Receipt of Order	Ace Pole Contractual Minimum Order Quantities
\$509,080.00	\$132.00	Middle	\$516,912.00	4-7 DAYS	43
\$20,640.00	\$172.00	Middle	\$20,640.00	4-7 DAYS	35
\$1,781,052.00	\$235.00	Min	\$1,796,340.00	4-7 DAYS	25
\$913,752.00	\$343.00	Min	\$913,752.00	4-7 DAYS	18
\$145,236.00	\$266.00	Min	\$145,236.00	4-7 DAYS	21
\$389,532.00	\$454.00	Min	\$389,532.00	4-7 DAYS	14
\$46,560.00	\$600.00	Min	\$48,000.00	4-7 DAYS	12
\$32,880.00	\$900.00	Min	\$36,000.00	4-7 DAYS	10
\$10,881.00	\$1,100.00	Min	\$9,900.00	4-7 DAYS	9
\$170,400.00	\$1,420.00	Min	\$170,400.00	4-7 DAYS	8
\$57,075.15	\$1,700.00	Min	\$56,100.00	4-7 DAYS	7
\$19,476.20	\$2,300.00	Middle	\$23,000.00	4-7 DAYS	6
\$4,606.48	\$2,650.00	Middle	\$5,300.00	4-7 DAYS	6
\$4,101,170.83		Total	\$4,131,112.00		



Koppers Quoted Unit Price	Koppers Bid Position	Koppers Proposed Bid Price	Koppers Lead Time: In Calendar Days After Receipt of Order	Koppers Contractual Minimum Order Quantities
\$124.00	Min	\$485,584.00	7	30.00%
\$165.00	Min	\$19,800.00	7	30.00%
\$243.00	Middle	\$1,857,492.00	7	30.00%
\$374.00	Middle	\$996,336.00	7	30.00%
\$277.00	Middle	\$151,242.00	7	30.00%
\$487.00	Middle	\$417,846.00	7	30.00%
\$655.00	Middle	\$52,400.00	14	30.00%
\$1,132.00	Middle	\$45,280.00	21	30.00%
\$1,399.00	Middle	\$12,591.00	21	30.00%
\$1,668.00	Middle	\$200,160.00	21	30.00%
\$1,868.00	Middle	\$61,644.00	45	30.00%
\$2,236.00	Min	\$22,360.00	45	30.00%
\$2,615.00	Min	\$5,230.00	45	30.00%
	Total	\$4,327,965.00		

Gresco Quoted Unit Price	Gresco Bid Position	Gresco Proposed Bid Price	Gresco Lead Time: In Calendar Days After Receipt of Order	Gresco Contractual Minimum Order Quantities
\$180.00	Max	\$704,880.00	2 DAYS - SEE DETAILS IN COVER LETTER ABOUT LEAD TIME	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 44,000 LBS
\$225.00	Max	\$27,000.00	2 DAYS - SEE DETAILS IN COVER LETTER ABOUT LEAD TIME	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 44,000 LBS
\$335.00	Max	\$2,560,740.00	2 DAYS - SEE DETAILS IN COVER LETTER ABOUT LEAD TIME	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 44,000 LBS
\$470.00	Max	\$1,252,080.00	2 DAYS - SEE DETAILS IN COVER LETTER ABOUT LEAD TIME	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 44,000 LBS
\$410.00	Max	\$223,860.00	2 DAYS - SEE DETAILS IN COVER LETTER ABOUT LEAD TIME	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 44,000 LBS
\$845.00	Max	\$725,010.00	2 DAYS - SEE DETAILS IN COVER LETTER ABOUT LEAD TIME	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 44,000 LBS
\$1,025.00	Max	\$82,000.00	2 DAYS - SEE DETAILS IN COVER LETTER ABOUT LEAD TIME	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 44,000 LBS
\$1,650.00	Max	\$66,000.00	2 DAYS - SEE DETAILS IN COVER LETTER ABOUT LEAD TIME	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 42,000 LBS
\$2,100.00	Max	\$18,900.00	2 DAYS - SEE DETAILS IN COVER LETTER ABOUT LEAD TIME	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 42,000 LBS
\$2,425.00	Max	\$291,000.00	2 DAYS - SEE DETAILS IN COVER LETTER ABOUT LEAD TIME	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 42,000 LBS
\$2,800.00	Max	\$92,400.00	2 DAYS - SEE DETAILS IN COVER LETTER ABOUT LEAD TIME	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 42,000 LBS
\$3,200.00	Max	\$32,000.00	2 DAYS - SEE DETAILS IN COVER LETTER ABOUT LEAD TIME	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 42,000 LBS
\$3,600.00	Max	\$7,200.00	2 DAYS - SEE DETAILS IN COVER LETTER ABOUT LEAD TIME	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 42,000 LBS
	Total	\$6,083,070.00		

Min	Max	Estimated "Cherry Pick" Value	Award Bid	Savings	Estimated Award Value
\$124.00	\$180.00	\$485,584.00	\$132.00	\$7,832.00	\$516,912.00
\$165.00	\$225.00	\$19,800.00	\$172.00	\$0.00	\$20,640.00
\$235.00	\$335.00	\$1,796,340.00	\$235.00	\$15,288.00	\$1,796,340.00
\$343.00	\$470.00	\$913,752.00	\$343.00	\$0.00	\$913,752.00
\$266.00	\$410.00	\$145,236.00	\$266.00	\$0.00	\$145,236.00
\$454.00	\$845.00	\$389,532.00	\$454.00	\$0.00	\$389,532.00
\$600.00	\$1,025.00	\$48,000.00	\$600.00	\$1,440.00	\$48,000.00
\$900.00	\$1,650.00	\$36,000.00	\$900.00	\$3,120.00	\$36,000.00
\$1,100.00	\$2,100.00	\$9,900.00	\$1,100.00	-\$981.00	\$9,900.00
\$1,420.00	\$2,425.00	\$170,400.00	\$1,420.00	\$0.00	\$170,400.00
\$1,700.00	\$2,800.00	\$56,100.00	\$1,700.00	-\$975.15	\$56,100.00
\$2,236.00	\$3,200.00	\$22,360.00	\$2,300.00	\$3,523.80	\$23,000.00
\$2,615.00	\$3,600.00	\$5,230.00	\$2,650.00	\$693.52	\$5,300.00
Total				\$29,941.17	

JEA Item ID	Item Description	UOM	Estimated Five (5) Year Usage	Ace Pole Quoted Unit Price	Ace Pole Proposed Bid Price	Koppers Bid Position	Koppers Proposed Bid Price	Gresco Quoted Unit Price	Gresco Proposed Bid Price
POLWO003	POLE, WOOD, 35' CLASS 4 (T/L = 44), WEIGHT=1,026 LBS	EA	3916						
POLWO004	POLE, WOOD, 40' CLASS 4 (T/L = 30) - WEIGHT= 1,272 LB	EA	120						
POLWO006	POLE, WOOD, 45' CLASS 3 (T/L = 26), WEIGHT=1,770 LBS	EA	7644						
POLWO008	POLE, WOOD, 50' CLASS 2 (T/L = 18), WEIGHT=2,424 LBS	EA	2664						
POLWO009	POLE, WOOD, 50' CLASS 3 (T/L = 21), WEIGHT=2,448 LBS	EA	546						
POLWO010	POLE, WOOD, 55' CLASS 1 (T/L = 13), WEIGHT=3,258 LBS	EA	858						
POLWO011	POLE, WOOD, 60' CLASS 1 (T/L = 10), WEIGHT=3,756 LBS	EA	80						
POLWO013	POLE, WOOD, 65' CLASS 1 (T/L = 10), WEIGHT=4,266 LBS	EA	40						
POLWO014	POLE, WOOD, 70' CLASS 1 (T/L = 9), WEIGHT=4,800 LBS	EA	9						
POLWO015	POLE, WOOD, 75' CLASS 1, WEIGHT=5,370 LBS	EA	120						
POLWO016	POLE, WOOD, 80' CLASS 1, WEIGHT=5,958 LBS	EA	33						
POLWO017	POLE, WOOD, 85' CLASS 1, WEIGHT=6,570 LBS	EA	10						
POLWO018	POLE, WOOD, 90' CLASS 1, WEIGHT=7,200 LBS	EA	2						
				Total		Total		Total	

JEA Item ID	Item Description	UOM	Estimated Five (5) Year Usage	Current Costs
POLWO003	POLE, WOOD, 35' CLASS 4 (T/L = 44), WEIGHT=1,026 LBS	EA	3916	\$130.00
POLWO004	POLE, WOOD, 40' CLASS 4 (T/L = 30) - WEIGHT= 1,272 LB	EA	120	\$172.00
POLWO006	POLE, WOOD, 45' CLASS 3 (T/L = 26), WEIGHT=1,770 LBS	EA	7644	\$233.00
POLWO008	POLE, WOOD, 50' CLASS 2 (T/L = 18), WEIGHT=2,424 LBS	EA	2664	\$343.00
POLWO009	POLE, WOOD, 50' CLASS 3 (T/L = 21), WEIGHT=2,448 LBS	EA	546	\$266.00
POLWO010	POLE, WOOD, 55' CLASS 1 (T/L = 13), WEIGHT=3,258 LBS	EA	858	\$454.00
POLWO011	POLE, WOOD, 60' CLASS 1 (T/L = 10), WEIGHT=3,756 LBS	EA	80	\$582.00
POLWO013	POLE, WOOD, 65' CLASS 1 (T/L = 10), WEIGHT=4,266 LBS	EA	40	\$822.00
POLWO014	POLE, WOOD, 70' CLASS 1 (T/L = 9), WEIGHT=4,800 LBS	EA	9	\$1,209.00
POLWO015	POLE, WOOD, 75' CLASS 1, WEIGHT=5,370 LBS	EA	120	\$1,420.00
POLWO016	POLE, WOOD, 80' CLASS 1, WEIGHT=5,958 LBS	EA	33	\$1,729.55
POLWO017	POLE, WOOD, 85' CLASS 1, WEIGHT=6,570 LBS	EA	10	\$1,947.62
POLWO018	POLE, WOOD, 90' CLASS 1, WEIGHT=7,200 LBS	EA	2	\$2,303.24
				Total



Contract Budget Estimate	Ace Pole Quoted Unit Price	Ace Pole Bid Position	Ace Pole Proposed Bid Price	Ace Pole Lead Time: In Calendar Days After Receipt of Order	Ace Pole Contractual Minimum Order Quantities
\$509,080.00	\$132.00	Middle	\$516,912.00	4-7 DAYS	43
\$20,640.00	\$172.00	Middle	\$20,640.00	4-7 DAYS	35
\$1,781,052.00	\$235.00	Min	\$1,796,340.00	4-7 DAYS	25
\$913,752.00	\$343.00	Middle	\$913,752.00	4-7 DAYS	18
\$145,236.00	\$266.00	Min	\$145,236.00	4-7 DAYS	21
\$389,532.00	\$454.00	Middle	\$389,532.00	4-7 DAYS	14
\$46,560.00	\$600.00	Min	\$48,000.00	4-7 DAYS	12
\$32,880.00	\$900.00	Min	\$36,000.00	4-7 DAYS	10
\$10,881.00	\$1,100.00	Min	\$9,900.00	4-7 DAYS	9
\$170,400.00	\$1,420.00	Min	\$170,400.00	4-7 DAYS	8
\$57,075.15	\$1,700.00	Middle	\$56,100.00	4-7 DAYS	7
\$19,476.20	\$2,300.00	Middle	\$23,000.00	4-7 DAYS	6
\$4,606.48	\$2,650.00	Middle	\$5,300.00	4-7 DAYS	6
\$4,101,170.83		Total	\$4,131,112.00		

\$29,941.17

0.73%

Koppers Quoted Unit Price	Koppers Bid Position	Koppers Proposed Bid Price	Koppers Lead Time: In Calendar Days After Receipt of Order	Koppers Contractual Minimum Order Quantities
\$123.07	Min	\$481,942.12	5 days	no min. by size, but orders should be full loads with any mix.
\$163.59	Min	\$19,630.80	5 days	no min. by size, but orders should be full loads with any mix.
\$237.53	Middle	\$1,815,679.32	5 days	no min. by size, but orders should be full loads with any mix.
\$333.33	Min	\$887,991.12	5 days	no min. by size, but orders should be full loads with any mix.
\$274.92	Middle	\$150,106.32	5 days	no min. by size, but orders should be full loads with any mix.
\$424.72	Min	\$364,409.76	5 days	no min. by size, but orders should be full loads with any mix.
\$631.55	Middle	\$50,524.00	5 days	no min. by size, but orders should be full loads with any mix.
\$979.60	Middle	\$39,184.00	5 days	no min. by size, but orders should be full loads with any mix.
\$1,209.78	Middle	\$10,888.02	5 days	no min. by size, but orders should be full loads with any mix.
\$1,441.66	Middle	\$172,999.20	5 days	no min. by size, but orders should be full loads with any mix.
\$1,561.23	Min	\$51,520.59	10 days	no min. by size, but orders should be full loads with any mix.
\$1,808.92	Min	\$18,089.20	10 days	no min. by size, but orders should be full loads with any mix.
\$2,183.46	Min	\$4,366.92	10 days	no min. by size, but orders should be full loads with any mix.
	Total	\$4,067,331.37		

Gresco Quoted Unit Price	Gresco Bid Position	Gresco Proposed Bid Price	Gresco Lead Time: In Calendar Days After Receipt of Order	Gresco Contractual Minimum Order Quantities
\$167.00	Max	\$653,972.00	3-5 DAYS	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 44,000 LBS
\$207.00	Max	\$24,840.00	3-5 DAYS	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 44,000 LBS
\$295.00	Max	\$2,254,980.00	3-5 DAYS	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 44,000 LBS
\$414.00	Max	\$1,102,896.00	3-5 DAYS	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 44,000 LBS
\$358.00	Max	\$195,468.00	3-5 DAYS	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 44,000 LBS
\$835.00	Max	\$716,430.00	3-5 DAYS	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 44,000 LBS
\$1,005.00	Max	\$80,400.00	5-14 DAYS	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 44,000 LBS
\$1,610.00	Max	\$64,400.00	5-14 DAYS	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 42,000 LBS
\$2,075.00	Max	\$18,675.00	5-14 DAYS	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 42,000 LBS
\$2,405.00	Max	\$288,600.00	5-14 DAYS	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 42,000 LBS
\$2,735.00	Max	\$90,255.00	5-14 DAYS	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 42,000 LBS
\$3,150.00	Max	\$31,500.00	5-14 DAYS	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 42,000 LBS
\$3,600.00	Max	\$7,200.00	5-14 DAYS	LOADS CAN HAVE MIXED SIZES BUT ARE REQUIRED TO TOTAL MINIMUM 42,000 LBS
	Total	\$5,529,616.00		

Min	Max	Estimated "Cherry Pick" Value	Award Bid	Savings	Estimated Award Value
\$123.07	\$167.00	\$481,942.12	\$132.00	\$7,832.00	\$516,912.00
\$163.59	\$207.00	\$19,630.80	\$172.00	\$0.00	\$20,640.00
\$235.00	\$295.00	\$1,796,340.00	\$235.00	\$15,288.00	\$1,796,340.00
\$333.33	\$414.00	\$887,991.12	\$343.00	\$0.00	\$913,752.00
\$266.00	\$358.00	\$145,236.00	\$266.00	\$0.00	\$145,236.00
\$424.72	\$835.00	\$364,409.76	\$454.00	\$0.00	\$389,532.00
\$600.00	\$1,005.00	\$48,000.00	\$600.00	\$1,440.00	\$48,000.00
\$900.00	\$1,610.00	\$36,000.00	\$900.00	\$3,120.00	\$36,000.00
\$1,100.00	\$2,075.00	\$9,900.00	\$1,100.00	-\$981.00	\$9,900.00
\$1,420.00	\$2,405.00	\$170,400.00	\$1,420.00	\$0.00	\$170,400.00
\$1,561.23	\$2,735.00	\$51,520.59	\$1,700.00	-\$975.15	\$56,100.00
\$1,808.92	\$3,150.00	\$18,089.20	\$2,300.00	\$3,523.80	\$23,000.00
\$2,183.46	\$3,600.00	\$4,366.92	\$2,650.00	\$693.52	\$5,300.00
			Total	\$29,941.17	

**ASSIGNMENT OF CONTRACT, CONSENT TO ASSIGNMENT  
AND ASSUMPTION AGREEMENT**

This ASSIGNMENT OF CONTRACT, CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is entered into this \_\_\_ day of July, 2020 by and between **JEA**, a body politic and corporate (“JEA”), **Ace Pole Co., Inc.**, a Georgia corporation (“Company”) and **AP Timber Holdings, LLC**, a Georgia limited liability company (“Purchaser”), **Beach Timber Company, Inc.**, a Georgia corporation (“Beach Timber”), and **Ace Pole Acquisition, LLC**, a Georgia limited liability company (“AP Acquisition”).

RECITALS

- A. JEA and Company are parties to a contract (the “Contract”) dated December 9, 2019 (JEA Contract No. 184588) pursuant to which Company agrees to provide wood utility poles for JEA inventory stock to JEA.
- B. On June 30, 2020, Company and certain of its affiliates (collectively, the “Sellers”) entered into an Asset Purchase Agreement with Purchaser and certain affiliates of Purchaser, including AP Acquisition and Beach Timber, whereby the Sellers will sell and transfer to Purchaser, and Purchaser will purchase and receive from the Sellers, certain assets and liabilities of the Sellers (the “Transaction”). The assets include, without limitation, substantially all the assets of Company, including the Contract, which will be assigned by Company to AP Acquisition.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. This Assignment will be effective upon the closing of the Transaction (the “Closing”).
- 2. Company hereby assigns, transfers, and sets over to AP Acquisition all of Company’s right, title, benefit, privileges and interest in and to the Contract.
- 3. AP Acquisition hereby assumes all of the duties, liabilities and obligations of Company under the terms of the Contract and agrees to pay, perform and discharge, as and when due, all of the obligations of Company under the Contract accruing on and after the Closing.
- 4. JEA hereby consents to this Assignment and expressly agrees to continue to be bound by all of the terms and conditions of the Contract on and after the effective date of this Assignment.
- 5. The Parties agree that subsequent to this Assignment becoming effective, all Notices required or permitted under the Contract shall be addressed as follows:

In the case of JEA:

JEA

Attn: Jessica Keeler  
21 W. Church Street, CC-6  
Jacksonville, Florida 32202  
Ph: (904) 665-6403  
keelje@jea.com

and to:

JEA

Attn: Heather Beard, Manager, Procurement Contract Administration  
21 W. Church Street, CC-6  
Jacksonville, Florida 32202  
Ph: (904) 665-7606  
bearhb@jea.com

In the case of Purchaser:

Ace Pole Acquisition, LLC  
Attn: Susan Rye  
128 Beach Timber Road  
Alma, GA 31510

With a copy to AP Timber Holdings, LLC and Beach Timber Company, Inc. at:

Attn: Susan Rye  
128 Beach Timber Road  
Alma, GA 31510

6. This Assignment and the rights and obligations of JEA, Company, AP Acquisition, Purchaser, and Beach Timber shall be governed by and interpreted in accordance with the laws of the state of Florida and the venue for any dispute concerning this Assignment shall be brought in courts of appropriate jurisdiction located in Duval County, Florida.
7. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.
8. This Assignment may be executed in multiple originals, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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**IN WITNESS WHEREOF**, JEA, Company, AP Acquisition, Purchaser, and Beach Timber have executed this Assignment as of the day and year first above written.



**JEA**

\_\_\_\_\_  
Witness

**By:** \_\_\_\_\_  
Jenny McCollum  
Director, Procurement Services

**COMPANY: ACE POLE CO., INC.**

\_\_\_\_\_  
Witness

**By:** \_\_\_\_\_  
Cecil Eunice  
President

**PURCHASER: AP TIMBER HOLDINGS, LLC**

\_\_\_\_\_  
Witness

**By:** \_\_\_\_\_  
Gary Strickland  
President

**PURCHASER: BEACH TIMBER COMPANY, INC.**

\_\_\_\_\_  
Witness

**By:** \_\_\_\_\_  
Gary Strickland  
President

**PURCHASER: ACE POLE ACQUISITION, LLC**

\_\_\_\_\_  
Witness

**By:** \_\_\_\_\_  
Gary Strickland  
President