

Welcome to the JEA Awards Meeting

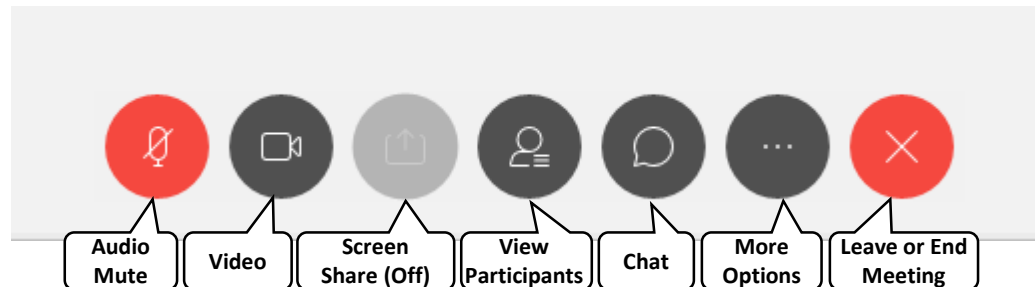
You have been joined to the meeting with your **audio muted** by default.

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 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 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 23, 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 (07/16/2020).
2. 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. **DEFERRED** - Request approval to award a contract increase to Mechanical Dynamics & Analysis Inc. for major maintenance of steam turbines, boiler feed pump turbines, generators and turbine valves in the amount of \$510,000.00, for a new not-to-exceed amount of \$29,599,999.00, subject to the availability of lawfully appropriated funds.
4. **DEFERRED** - 021-20 – Request approval to award a contract to Leidos Engineering, for Distributed Energy Resource Assessment in the amount of \$750,000.00, subject to the availability of lawfully appropriated funds.
5. Request approval to award a change order to Florida Department of Transportation for the SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) project in the amount of \$40,345.11, for a new not-to-exceed amount of \$291,805.02, subject to the availability of lawfully appropriated funds.
6. 053-20 - Request approval to rescind this solicitation, and reject all Bids received in anticipation of rebidding.
7. Request approval to award a three (3) year contract to Armorock LLC for polymer manholes and related materials in the amount of \$900,000.00, subject to the availability of lawfully appropriated funds.
8. Request approval to authorize payments to The University of Arizona, for COVID-19 testing of JEA wastewater samples in the amount of \$25,000.00, 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.

07-23-2020 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 07/16/2020 meeting.
2	Invitation To Negotiate (ITN) 6 Respondents	Datz	\$350,000.00	\$402,568.02	CDW Government LLC	One (1) Year w/ One (1) – 1Yr. Renewal	<u>FY21 HP Equipment Purchases</u> The project details are below: <ul style="list-style-type: none"> • FY21- \$402,568.02 • NTE- \$402,568.02
3- Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
4- Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
5	Change Order	Vu	N/A	\$40,345.11	Florida Dept of Transportation	Project Completion	<u>FDOT-SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) Water Main Replacement</u> The project details are below: <ul style="list-style-type: none"> • Project Budget/Estimate at Completion: \$2,593,468.91 <ul style="list-style-type: none"> ○ Engineering Cost: \$291,805.02 (including this award, 14.5% of estimated construction costs) ○ Construction Cost: \$2,001,323.00 ○ Internal JEA Costs: \$340,686.00 • Original Schedule: <ul style="list-style-type: none"> ○ Engineering Completion: October 2020 ○ Construction Completion: June 2023
6	Rescind	Vu	\$5,930,669.00	N/A	N/A	N/A	<u>4511 Spring Park Rd Pump Station Rehab and Upgrade</u> This request is to rescind with the intent to rebid. JEA will update the technical specifications for the rebid. All pricing will be held confidential for 12 months or, if earlier, such time as JEA provides notice of an intended decision concerning the reissued IFB or until JEA withdraws the reissued IFB.
7	Standard	Vu	\$900,000.00	\$900,000.00	Armorock LLC	Three (3) Years w/Two (2) – 1 Yr. Renewals	<u>Armorock Sewer Manholes - JEA Approved Standard</u> This award is for the supply of Armorock Polymer Sewer Manholes and related materials for use in manhole replacement projects. Armorock is in the JEA Water/Wastewater Standards as a replacement for precast concrete sewer manholes. This Contract will be used to support capital projects.
8	Emergency	Young	N/A	\$25,000.00	The University of Arizona	Project Completion	<u>University of Arizona COVID -19 Testing</u> This was originally presented to the Awards Committee on May 7, 2020 as an information item (see attached document).

07-23-2020 Awards Committee

							This award is for the COVID-19 testing invoices JEA has currently received as well as projected invoices for the first six months of testing. So far, JEA has received invoices totaling \$7,582.52 so far and will continue to send samples to the University of Arizona twice a week for additional tests. JEA plans to continue testing as long as there are increasing cases in the area
Total Award				\$1,367,913.13			

JEA AWARDS COMMITTEE

JULY 16, 2020 MEETING MINUTES

The JEA procurement Awards Committee met on July 16, 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, Lawsikia Hodges as Office of General Counsel Representative; with Alan McElroy, Steve Tuten, Joe Orfano, 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 July 09, 2020 minutes contained in the board packet.

MOTION: Stephen Datz made a motion to approve the July 09, 2020 minutes (Award Item 1). The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 3-6:

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.

MOTION: Wayne Young made a motion to approve Award Item 3 as presented in the board packet with updates to narrative to include sewer portion of project and Award type change from Miscellaneous to Joint Project . The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

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.

MOTION: Alan McElroy made a motion to approve Award Item 4 as presented in the board packet with Award type change from Miscellaneous to Joint Project. The motion was seconded by Steve Tuten and approved unanimously by the Awards Committee (5-0).

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.

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

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.

MOTION: Steve Tuten made a motion to approve Award Item 6 as presented in the board packet. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee for consideration.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 10:36 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 #2 July 23, 2020

Type of Award Request: INVITATION TO NEGOTIATE /STANDARD
Request #: 6756
Requestor Name: Williams, Clint J. - Manager Technical Services
Requestor Phone: (904) 665-6028
Project Title: FY21 HP Equipment Purchases
Project Number: 8006028
Project Location: JEA
Funds: Capital
Award Estimate: \$350,000.00

Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor(s) for FY21 HP Equipment Purchases which JEA estimates to purchase during a one (1) year term contract. This request is to leverage contract spend for a minimum of one year to get fixed pricing on high use items, a percentage discount on unexpected items, and reduce the number of small informal spot buys and transactions. The ITN includes identifiable estimated purchase of HP equipment including discounts on non-listed items to allow purchases of unexpected items at the same discount. The specific JEA standard HP laptop related equipment and servers, e.g. HP DL380 GPU, DL380 PI, DL380, and DL360 are common inventory items. The JEA standard documents are attached as backup.

IFB/RFP/State/City/GSA#: 056-20
Purchasing Agent: Garland, Brooke
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CDW GOVERNMENT LLC	John Vrablik	johnvra@cdwg.com	75 Remittance DR STE 1515, Chicago, IL 60675-1515	(877) 466-6333	\$402,568.02

Amount for entire term of Contract/PO: \$402,568.02
Award Amount for remainder of this FY: \$0
Length of Contract/PO Term: One (1) Year w/ One (1) – 1Yr. Renewal
Begin Date (mm/dd/yyyy): 10/01/2020
End Date (mm/dd/yyyy): 09/30/2021
Renewal Options: One (1) - 1Yr. Renewal
JSEB Requirement: N/A - Standard

BIDDERS:

Vendor Name	Original Amount	Original Rank	BAFO Amount	BAFO Rank
CDW GOVERNMENT LLC	\$503,869.53	2	\$402,568.02	1
PRESIDIO NETWORKED SOLUTIONS LLC	\$502,904.86	1	\$502,904.86	2
MALOR & COMPANY INC.	\$741,865.92	3	N/A	N/A
ZONES INC.	\$745,612.20	4	N/A	N/A
IMPERIUM DATA NETWORKS LLC	\$755,014.05	5	N/A	N/A
AITA TECHNOLOGIES	\$764,671.23	6	N/A	N/A

Background/Recommendations:

Advertised 05/26/2020. At Response opening on 06/09/2020, JEA received six (6) Responses and two (2) Respondents CDW and Presidio were shortlisted and invited to submit a Best and Final Offer (BAFO). Presidio submitted their BAFO bid after the deadline. As a result, their original bid was included in the tabulation. The Responses were evaluated based upon price only. JEA determined that the award to CDW provided the best value to JEA. A copy of the CDW Response Forms and Response Workbooks are attached as backup.

CDW is offering a 47-63% discount off list price on the HP equipment and first year support including any additional related HP equipment not specifically listed in the workbook. The pricing is comparable to previous recent pricing for smaller spot buys. JEA realized \$100,336.84 sourcing savings during the BAFO compared to the lowest original response.

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 result for this award:

* Total cost difference: N/A

* Total sourcing savings: \$100,336.84

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.

Manager: Williams, Clint J. - Manager Technical Services

Director: Traylor, Kymberly A. - Dir Network & Telecommunication Services

Chief: Datz, Stephen H. - Interim Chief Information Officer

APPROVALS:

Chairman, Awards Committee

Date

Manager, Capital Budget Planning

Date

**056-20 APPENDIX A – RESPONSE FORM BAFO
FY20 and FY21 HP Equipment Purchases**

Company Name: CDW

Company's Address 120 S Riverside, Chicago IL 60606

Phone Number: 877-466-6333 FAX No: 312-705-9184 Email Address: johnvra@cdwg.com

BID SECURITY REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond Five Percent (5%)	TERM OF CONTRACT <input checked="" type="checkbox"/> One-Time Purchase <input type="checkbox"/> Annual Requirements <input type="checkbox"/> Other, Specify- Project Completion
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SAMPLE REQUIREMENTS <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	SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required 100% of Bid Award
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QUANTITIES <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.	INSURANCE REQUIREMENTS Insurance required
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PAYMENT DISCOUNTS <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> None Offered	
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Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES FY20 and FY21 HP Equipment Purchases	TOTAL BID PRICE
	TOTAL BID PRICE (Transfer from Appendix A - Response Workbook BAFO)	\$402,568.02

X 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".

RESPONDENT CERTIFICATION

By submitting this Response, the Respondent 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 Respondent 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 Respondent 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 _____ John Vrablik _____ 06/12/20 _____
 Handwritten Signature of Authorized Officer of Company or Agent Date
 _____ through _____
 John Vrablik, Executive Account Manager _____
 Printed Name and Title

ITN #056-20 FY20 and FY21 HP Equipment Purchases

Appendix A - Response Workbook BAFO

Bidder shall submit pricing that includes inside shipping to: JEA: 21 West Church Street, Jacksonville, FL 32202 for all items seen below to: garljb@jea.com. Pricing submitted below shall include any other associated costs. No additional fees shall apply.							CDW		
Item Number	Part Number	Item Description	Quantity per Set	Set Quantity	Total Quantity	Discount% of HP Retail/List Price	Unit Price	SubTotal	
1		DL380 - GPU Version						\$ 217,860.06	
1.1	868703-B21	HPE ProLiant DL380 Gen10 8SFF Configure-to-order Server	1	6	6		\$ 687.92	\$ 4,127.52	
1.2	868703-B21 ABA	HPE DL380 Gen10 8SFF CTO Server	1	6	6		\$ -	\$ -	
1.3	826888-L21	Intel Xeon-Gold 6154 (3.0GHz/18-core/200W) FIO Processor Kit for HPE ProLiant DL380 Gen10	1	6	6		\$ 2,766.35	\$ 16,598.10	
1.4	826888-B21	Intel Xeon-Gold 6154 (3.0GHz/18-core/200W) Processor Kit for HPE ProLiant DL380 Gen10	1	6	6		\$ 2,806.53	\$ 16,839.18	
1.5	826888-B21 0D1	Factory Integrated	1	6	6		\$ -	\$ -	
1.6	815098-B21	HPE 16GB (1x16GB) Single Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit	8	6	48		\$ 121.07	\$ 5,811.36	
1.7	815098-B21 0D1	Factory Integrated	8	6	48		\$ -	\$ -	
1.8	P09712-B21	HPE 480GB SATA 6G Mixed Use SFF (2.5in) SC 3yr Wty Digitally Signed Firmware SSD	2	6	12		\$ 176.19	\$ 2,114.28	
1.9	P09712-B21 0D1	Factory Integrated	2	6	12		\$ -	\$ -	
1.10	826694-B21	HPE DL38X Gen10 x16/x16 Riser Kit	1	6	6		\$ 45.73	\$ 274.38	
1.11	826694-B21 0D1	Factory Integrated	1	6	6		\$ -	\$ -	
1.12	R0W29C	HPE NVIDIA Tesla T4 16GB Computational Accelerator	5	6	30		\$ 1,525.64	\$ 45,769.20	
1.13	R0W29C 0D1	Factory Integrated	5	6	30		\$ -	\$ -	
1.14	826700-B21	HPE DL38X Gen10 x16 Tertiary Riser Kit	1	6	6		\$ 63.89	\$ 383.34	
1.15	826700-B21 0D1	Factory Integrated	1	6	6		\$ -	\$ -	
1.16	871674-B21	HPE DL38X Gen10 Slot 1/2 x16/x16 FIO Riser Kit	1	6	6		\$ 17.91	\$ 107.46	
1.17	P01366-B21	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	1	6	6		\$ 38.32	\$ 229.92	
1.18	P01366-B21 0D1	Factory Integrated	1	6	6		\$ -	\$ -	
1.19	804331-B21	HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller	1	6	6		\$ 139.94	\$ 839.64	
1.20	804331-B21 0D1	Factory Integrated	1	6	6		\$ -	\$ -	
1.21	700751-B21	HPE FlexFabric 10Gb 2-port 534FLR-SFP+ Adapter	1	6	6		\$ 135.46	\$ 812.76	
1.22	700751-B21 0D1	Factory Integrated	1	6	6		\$ -	\$ -	
1.23	867810-B21	HPE DL38X Gen10 High Performance Temperature Fan Kit	1	6	6		\$ 90.48	\$ 542.88	
1.24	867810-B21 0D1	Factory Integrated	1	6	6		\$ -	\$ -	
1.25	830272-B21	HPE 1600W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	2	6	12		\$ 110.40	\$ 1,324.80	
1.26	830272-B21 0D1	Factory Integrated	2	6	12		\$ -	\$ -	
1.27	BD505A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	1	6	6		\$ 184.26	\$ 1,105.56	
1.28	BD505A 0D1	Factory Integrated	1	6	6		\$ -	\$ -	
1.29	P8B31A	HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU	1	6	6		\$ 169.70	\$ 1,018.20	
1.30	733664-B21	HPE 2U Cable Management Arm for Easy Install Rail Kit	1	6	6		\$ 15.06	\$ 90.36	
1.31	733664-B21 0D1	Factory Integrated	1	6	6		\$ -	\$ -	
1.32	733660-B21	HPE 2U Small Form Factor Easy Install Rail Kit	1	6	6		\$ 23.29	\$ 139.74	
1.33	733660-B21 0D1	Factory Integrated	1	6	6		\$ -	\$ -	
1.34	Q2D85A	NVIDIA Quadro vDWS 1 Concurrent User 3yr Subscription LTU	30	6	180		\$ 574.94	\$ 103,489.20	
1.35	P11064-DN1	Microsoft Windows Server 2019 (16-Core) Standard Additional License en/fr/es/xc SW	1	6	6		\$ 698.56	\$ 4,191.36	
1.36	P11058-B21	Microsoft Windows Server 2019 (16-Core) Standard Reseller Option Kit English SW	1	6	6		\$ 624.70	\$ 3,748.20	
1.37	H7J32A5	HPE 5Y Foundation Care NBD SVC	1	6	6		\$ -	\$ -	
1.38	H7J32A5 R2M	HPE iLO Advanced Non Blade Support	1	6	6		\$ 26.32	\$ 157.92	
1.39	H7J32A5 WAH	HPE DL38x Gen10 Support	1	6	6		\$ 1,287.51	\$ 7,725.06	
1.40	H7J32A5 SVP	HPE One View w/o Ilo Support	1	6	6		\$ 69.94	\$ 419.64	

2		DL380 - PI Server							\$ 52,357.20
2.1	868703-B21	HPE ProLiant DL380 Gen10 8SFF Configure-to-order Server	1	6	6			\$ 687.92	\$ 4,127.52
2.2	868703-B21 ABA	HPE DL380 Gen10 8SFF CTO Server	1	6	6			\$ -	\$ -
2.3	P02497-L21	Intel Xeon-Gold 5217 (3.0GHz/8-core/115W) FIO Processor Kit for HPE ProLiant DL380 Gen10	1		6			\$ 1,224.40	\$ 7,346.40
2.4	P02497-B21	Intel Xeon-Gold 5217 (3.0GHz/8-core/115W) Processor Kit for HPE ProLiant DL380 Gen10	1	6	6			\$ 1,189.34	\$ 7,136.04
2.5	P02497-B21 OD1	Factory Integrated	1	6	6			\$ -	\$ -
2.6	P00922-B21	HPE 16GB (1x16GB) Dual Rank x8 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	8	6	48			\$ 114.76	\$ 5,508.48
2.7	P00922-B21 OD1	Factory Integrated	8	6	48			\$ -	\$ -
2.8	826708-B21	HPE DL38X Gen10 Universal Media Bay Kit	1	6	6			\$ 52.52	\$ 315.12
2.9	826708-B21 OD1	Factory Integrated	1	6	6			\$ -	\$ -
2.10	765466-B21	HPE 2TB SAS 12G Midline 7.2K SFF (2.5in) SC 1yr Wty 512e HDD	3	6	18			\$ 278.37	\$ 5,010.66
2.11	765466-B21 OD1	Factory Integrated	3	6	18			\$ -	\$ -
2.12	P18432-B21	HPE 480GB SATA 6G Mixed Use SFF (2.5in) SC 3yr Wty Multi Vendor SSD	3	6	18			\$ 141.79	\$ 2,552.22
2.13	P18432-B21 OD1	Factory Integrated	3	6	18			\$ -	\$ -
2.14	726536-B21	HPE 9.5mm SATA DVD-ROM Optical Drive	1	6	6			\$ 32.83	\$ 196.98
2.15	726536-B21 OD1	Factory Integrated	1	6	6			\$ -	\$ -
2.16	P01366-B21	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	1	6	6			\$ 38.32	\$ 229.92
2.17	P01366-B21 OD1	Factory Integrated	1	6	6			\$ -	\$ -
2.18	804331-B21	HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller	1	6	6			\$ 139.94	\$ 839.64
2.19	804331-B21 OD1	Factory Integrated	1	6	6			\$ -	\$ -
2.20	865408-B21	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	2	6	12			\$ 66.21	\$ 794.52
2.21	865408-B21 OD1	Factory Integrated	2	6	12			\$ -	\$ -
2.22	AF556A	HPE C13 - Nema 5-15P US/CA 110V 10Amp 1.83m Power Cord	2	6	12			\$ 3.76	\$ 45.12
2.23	AF556A OD1	Factory Integrated	2	6	12			\$ -	\$ -
2.24	733664-B21	HPE 2U Cable Management Arm for Easy Install Rail Kit	1	6	6			\$ 15.06	\$ 90.36
2.25	733664-B21 OD1	Factory Integrated	1	6	6			\$ -	\$ -
2.26	733660-B21	HPE 2U Small Form Factor Easy Install Rail Kit	1	6	6			\$ 23.29	\$ 139.74
2.27	733660-B21 OD1	Factory Integrated	1	6	6			\$ -	\$ -
2.28	E5Y34A	HPE OneView including 3yr 24x7 Support Physical 1-server LTU	1	6	6			\$ 377.59	\$ 2,265.54
2.29	P11058-B21	Microsoft Windows Server 2019 (16-Core) Standard Reseller Option Kit English SW	2	6	12			\$ 624.70	\$ 7,496.40
2.30	H7J32A5	HPE 5Y Foundation Care NBD SVC	1	6	6			\$ -	\$ -
2.31	H7J32A5 SVN	HPE One View w/Ilo Support	1	6	6			\$ 89.58	\$ 537.48
2.32	H7J32A5 WAH	HPE DL38x Gen10 Support	1	6	6			\$ 1,287.51	\$ 7,725.06
3		DL380 Server							\$ 99,875.70
3.1	868703-B21	HPE ProLiant DL380 Gen10 8SFF Configure-to-order Server	1	15	15			\$ 687.92	\$ 10,318.80
3.2	868703-B21 ABA	HPE DL380 Gen10 8SFF CTO Server	1	15	15			\$ -	\$ -
3.3	P02497-L21	HPE DL380 Gen10 Intel Xeon-Gold 5217 (3.0GHz/8-core/115W) FIO Processor Kit	1	15	15			\$ 1,224.40	\$ 18,366.00
3.4	P02497-B21	HPE DL380 Gen10 Intel Xeon-Gold 5217 (3.0GHz/8-core/115W) Processor Kit	1	15	15			\$ 1,189.34	\$ 17,840.10
3.5	P02497-B21 OD1	Factory Integrated	1	15	15			\$ -	\$ -
3.6	P00920-B21	HPE 16GB (1x16GB) Single Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	4	15	60			\$ 104.72	\$ 6,283.20
3.7	P00920-B21 OD1	Factory Integrated	4	15	60			\$ -	\$ -
3.8	826708-B21	HPE DL38X Gen10 Universal Media Bay Kit	1	15	15			\$ 52.52	\$ 787.80
3.9	826708-B21 OD1	Factory Integrated	1	15	15			\$ -	\$ -
3.10	870753-B21	HPE 300GB SAS 12G Enterprise 15K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD	3	15	45			\$ 111.17	\$ 5,002.65
3.11	870753-B21 OD1	Factory Integrated	3	15	45			\$ -	\$ -
3.12	726536-B21	HPE 9.5mm SATA DVD-ROM Optical Drive	1	15	15			\$ 32.83	\$ 492.45
3.13	726536-B21 OD1	Factory Integrated	1	15	15			\$ -	\$ -
3.14	P01366-B21	HPE 96W Smart Storage Battery (up to 20 Devices) with 145mm Cable Kit	1	15	15			\$ 38.32	\$ 574.80

3.15	P01366-B21 0D1	Factory Integrated	1	15	15		\$ -	\$ -
3.16	804331-B21	HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller	1	15	15		\$ 139.94	\$ 2,099.10
3.17	804331-B21 0D1	Factory Integrated	1	15	15		\$ -	\$ -
3.18	339779-B21	HPE RAID 5 Drive 1 FIO Setting	1	15	15		\$ -	\$ -
3.19	865408-B21	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	2	15	30		\$ 66.21	\$ 1,986.30
3.20	865408-B21 0D1	Factory Integrated	2	15	30		\$ -	\$ -
3.21	AF556A	HPE C13 - Nema 5-15P US/CA 110V 10Amp 1.83m Power Cord	2	15	30		\$ 3.76	\$ 112.80
3.22	AF556A 0D1	Factory Integrated	2	15	30		\$ -	\$ -
3.23	BD505A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	1	15	15		\$ 184.26	\$ 2,763.90
3.24	BD505A 0D1	Factory Integrated	1	15	15		\$ -	\$ -
3.25	P8B31A	HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU	1	15	15		\$ 169.70	\$ 2,545.50
3.26	733664-B21	HPE 2U Cable Management Arm for Easy Install Rail Kit	1	15	15		\$ 15.06	\$ 225.90
3.27	733664-B21 0D1	Factory Integrated	1	15	15		\$ -	\$ -
3.28	733660-B21	HPE 2U Small Form Factor Easy Install Rail Kit	1	15	15		\$ 23.29	\$ 349.35
3.29	733660-B21 0D1	Factory Integrated	1	15	15		\$ -	\$ -
3.30	P11058-B21	Microsoft Windows Server 2019 (16-Core) Standard Reseller Option Kit English SW	1	15	15		\$ 624.70	\$ 9,370.50
3.31	H7J32A5	HPE 5Y Foundation Care NBD SVC	1	15	15		\$ -	\$ -
3.32	H7J32A5 R2M	HPE iLO Advanced Non Blade - 3yr Support	1	15	15		\$ 26.32	\$ 394.80
3.33	H7J32A5 WAH	HPE DL38x Gen10 Support	1	15	15		\$ 1,287.51	\$ 19,312.65
3.34	H7J32A5 SVP	HPE One View w/o Ilo Support	1	15	15		\$ 69.94	\$ 1,049.10
4		DL360 Server						\$ 32,475.06
4.1	P19775-B21	HPE ProLiant DL360 Gen10 4214 2.2GHz 12-core 1P 16GB-R P408i-a NC 8SFF 500W PS Server	1	6	6		\$ 1,622.44	\$ 9,734.64
4.2	727054-B21	HPE Ethernet 10Gb 2-port 562FLR-SFP+ Adapter	1	6	6		\$ 181.85	\$ 1,091.10
4.3	734811-B21	HPE 1U Cable Management Arm for Rail Kit	1	6	6		\$ 11.09	\$ 66.54
4.4	865408-B21	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	1	6	6		\$ 66.21	\$ 397.26
4.6	E5Y34A	HPE OneView including 3yr 24x7 Support Physical 1-server LTU	1	6	6		\$ 377.59	\$ 2,265.54
4.7	P00922-B21	HPE 16GB (1x16GB) Dual Rank x8 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	3	6	18		\$ 114.76	\$ 2,065.68
4.8	P02580-B21	Intel Xeon-Silver 4214 (2.2GHz/12-core/85W) Processor Kit for HPE ProLiant DL360 Gen10	1	6	6		\$ 525.94	\$ 3,155.64
4.9	P04556-B21	HPE 240GB SATA 6G Read Intensive SFF (2.5in) SC 3yr Wty Digitally Signed Firmware SSD	3	6	18		\$ 89.45	\$ 1,610.10
4.10	P11058-051	Microsoft Windows Server 2019 (16-Core) Standard Reseller Option Kit French SW	1	6	6		\$ 624.70	\$ 3,748.20
4.11	P11065-DN1	Microsoft Windows Server 2019 (4-Core) Standard Additional License en/fr/es/xs SW	2	6	12		\$ 176.80	\$ 2,121.60
4.12	H8QK7E	HPE 5 Year Foundation Care Next Business Day DL360 Gen10 Service	1	6	6		\$ 1,036.46	\$ 6,218.76
5		All other HP Equipment not specifically identified (please provide % discount)						
5.1		DL Server Discount %					47	
5.2		Hardware Discount %						
5.3		Software Discount %						
5.4		Support/Warranty Discount %						
5.5		StoreOnce Discount %					63	
5.6		Hardware Discount %						
5.7		Software Discount %						
5.8		Support/Warranty Discount %						
5.9		3Par Discount %					63	
5.10		Hardware Discount %						
5.11		Software Discount %						
5.12		Support/Warranty Discount %						
5.13		General/Other Discount %					47	
5.14		Hardware Discount %						
5.15		Software Discount %						

5.16	Support/Warranty Discount %			
	TOTAL BID PRICE			
	(Please transfer this amount to page one (1) of Appendix A - Response Form BAFO)			\$ 402,568.02

Certification of Standard, Proprietary or Original Equipment Manufacturer Item

For Purchase Requisition No. ITN056-20

3-112 Procurement of Standard, Proprietary and Original Equipment Manufacturer Items.

A contract may be awarded for Supplies or Services with limited or no competition when the Supplies or Services:

- (a) have been selected as a JEA standard in the course of a standards program or through the action of a standards committee (standard); or
- (b) must be a certain type, brand, make or manufacture (proprietary); or
- (c) must be obtained from the original equipment manufacturer , manufacturer's representative or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the JEA system (original equipment manufacturer).

Category

The procurement item is (check the appropriate description):

Standard Proprietary Original Equipment Manufacturer

Certification

I the undersigned certify that the specific supplies, services or construction described in the above referenced purchase requisition are the only such supplies, services or construction that will fulfill the intended need for the following reasons:

HPE 3PAR for data storage arrays, HPE StoreOnce for data backup storage, HPE DL/BL series physical rack servers and HPE Simplivity for hyper-converged systems are the JEA standard for these types of infrastructure.

/s/ Clint J. Williams

Signature of appointed employee initiating the purchase request

6/29/2020

Date

***This Certification shall be attached the purchase requisition when routed for approval.
Approval of the purchase requisition shall constitute affirmation of this Certification.***



Formal Bid and Award System

Award #5 July 23, 2020

Type of Award Request: CHANGE ORDER
Requestor Name: Hepburn, Brian
Requestor Phone: (904) 629-9269
Project Title: FDOT-SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) Water Main Replacement
Project Number: 8005573
Project Location: JEA
Funds: Capital
Budget Estimate: N/A

Scope of Work:

This is a request to advance funds to the Florida Department of Transportation (FDOT) in accordance with the JEA/FDOT Master Agreement for engineering, survey, permitting and subsurface utility engineering costs associated with the FDOT-SR 103 Lane Avenue Resurfacing Project.

JEA IFB/RFP/State/City/GSA#: FDOT
Purchasing Agent: King, David
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	\$40,345.11

Amount of Original Award: \$251,459.91
Date of Original Award: 01/09/2020
Change Order Amount: \$40,345.11
New Not-To-Exceed Amount: \$291,805.02
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 01/01/2020
End Date (mm/dd/yyyy): Project Design Completion (Expected: October 2020)
JSEB Requirement: N/A - FDOT

Background/Recommendations:

Originally approved by the Awards Committee on 01/09/2020 in the amount of \$251,459.91 to FDOT. A copy of the original award is attached as backup.

This is a change order request to advance additional funds to FDOT in accordance with the JEA/FDOT Master Agreement for additional engineering costs associated with the FDOT-SR 103 Lane Avenue Resurfacing Project. The quote form FDOT is attached as backup. The additional engineering costs are due to the following:

1. Design revisions due to contamination assessment performed by FDOT.
2. Revise design of 1,200 linear feet (LF) of water main to place new pipe in existing asbestos-cement (AC) pipe trenches after AC removal, design phased temporary water service for residents on east side of Lane Avenue, and revise Maintenance of Traffic (MOT) Plans. Extensive

discussions and meetings were held between JEA, FDOT, and consultants about leaving AC pipe in roadway instead of removing it; FDOT ultimately decided to accept risk of impacts to trees during removal of the AC water main (WM), which resulted in the design revision. Design revisions lower construction costs, MOT costs and impacts to motorists in project area.

3. Revise design to relocate 1,100 LF of 12” water main at southern end of project from JEA’s direction to design pipeline under sidewalk to under roadway travel lane per FDOT’s direction due to their concern about potential impacts to trees.
4. Extend design of 12” WM across Normandy Blvd. and over 20” Florida Gas Transmission line to match limits of FDOT resurfacing project.
5. Field review and office coordination regarding discrepancies in water meter list and field conditions.

The project details are below:

- Project Budget/Estimate at Completion: \$2,633,814.02
 - Engineering Cost: \$291,805.02 (including this award, 14.6% of estimated construction costs)
 - Construction Cost: \$2,001,323.00
 - Internal JEA Costs: \$340,686.00
- Original Schedule:
 - Engineering Completion: October 2020
 - Construction Completion: June 2023

Request approval to award a change order to Florida Department of Transportation for the SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) project in the amount of \$40,345.11, for a new not-to-exceed amount of \$291,805.02, 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 GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Manager, Capital Budget Planning **Date**



Formal Bid and Award System

Award #3 January 9, 2020

Type of Award Request: MISCELLANEOUS
Request #: N/A
Requestor Name: Hepburn, Brian
Requestor Phone: (904) 665-7413
Project Title: FDOT-SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) Water Main Replacement
Project Number: 8005573
Project Location: JEA
Funds: Capital
Budget Estimate: N/A

Scope of Work:

This is a request to advance funds to the Florida Department of Transportation (FDOT) in accordance with the JEA/FDOT Master Agreement for engineering, survey, permitting and subsurface utility engineering costs associated with the FDOT-SR 103 Lane Avenue Resurfacing Project. The project includes two areas:

1. Design of approximately 1,000 LF of new 12" PVC water main between Misty View Drive to Lucente Drive to loop the water system and removal/replacement of approximately 1,225 LF of 6"/8" asbestos cement pipe within the FDOT right-of-way from Tinkerbell Lane to Lucente Drive.
2. Design the replacement of approximately 3,200' of 12" PVC water main to replace aged cast iron water main along Lane Avenue from just south of Park Street to just south of SR 228 (Normandy Boulevard).

This award positively impacts the following JEA Measures of Value:

- Financial Value: By constructing the water mains in conjunction with the FDOT project, there will be less roadway restoration costs paid for by JEA.
- Customer Value: Continue to improve customer's service by removal of cast iron (CI) and asbestos cement (AC) mains from service.
- Community Value: By performing this work concurrently with the FDOT project, the road and traveling public will only be disturbed once.

JEA IFB/RFP/State/City/GSA#: FDOT CA350

Purchasing Agent: King, David

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	\$251,459.91

Amount for entire term of Contract/PO: \$251,459.91

Award Amount for remainder of this FY: \$251,459.91
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 1/1/2020
End Date (mm/dd/yyyy): Project Completion (Expected: October 2020)
JSEB Requirement: N/A - FDOT

BIDDER:

Name	Amount
FLORIDA DEPT OF TRANSPORTATION	\$251,459.91

Background/Recommendations:

JEA's water mains are within the FDOT's project footprint/right-of-way. JEA Maintenance data indicates PVC piping is more resilient than AC and CI water mains. Water main break reporting data from October 2016 to December 2018 shows AC and CI water mains experienced failures at rates of 16.0 and 21.1 breaks per 100 miles per year respectively. PVC mains during the same period experienced a failure rate of 3.7 breaks per 100 miles per year. O&M recommends taking advantage of opportunities to replace AC and CI pipe with PVC pipe during concurrent activities, such as road replacements, in order to minimize disruption to the general public, while improving the reliability of the distribution system.

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.


The project details are below:

- Original Project Budget: \$4,316,367.00
 - Engineering Estimate: \$567,812.00
 - Construction Estimate: \$3,407,869.00
 - Internal JEA Costs: \$340,686.00
- Revised Project Budget/Estimate at Completion: \$2,593,468.91
 - **Engineering Cost: \$251,459.91 (this award, 12.6% of estimated construction costs)**
 - Construction Cost: \$2,001,323.00
 - Internal JEA Costs: \$340,686.00
- Original Schedule:
 - Engineering Completion: October 2020
 - Construction Completion: June 2023

Request approval to award payment to Florida Department of Transportation for the SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard project in the amount of \$251,459.91, subject to the availability of lawfully appropriated funds.


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

APPROVALS:

 _____ 11/9/2020

Chairman, Awards Committee

Date

 _____ 11/9/2020

Manager, Capital Budget Planning

Date



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 S. Marion Avenue
Lake City, FL 32025

KEVIN J. THIBAUT, P.E.
SECRETARY

Date: 7/8/2020 | 9:01 AM EDT

Mr. Mickhael Sulayman
JEA – Water & Sewer
21 West Church Street T-4
Jacksonville, Florida 32202-3139

RE: UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT (AT UAO AND FDOT EXPENSE COMBINED)
FPID: 439358-1-56-01
Federal No. – D219-137-B
County – Duval
State Road – SR 103
Project Location – SR 103 From SR 208 To SR 228

Dear Mr. Sulayman,

This is your approved **Utility Work Order No.3 /Notice to Proceed** in the amount of **\$40,345.11** for the engineering and design work needed for JEA Water & Sewer facilities along SR 103 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.

NOTE: The Department of Transportation is requesting the deposit of the above required funds by July 31, 2020.

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

Sincerely,

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

cc: Clint McCraw – Project Management – Email
D2 Estimates – Email
Office of Comptroller – Charmaine Small - Email
File – Letter & Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET350-020-03
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 have any questions, please call
850-414-4867 or 850-414-4889.**

1. Participants Name: JEA - Water & Sewer
 Participants Address: 21 West Church Street
 City, State, Zip: Jacksonville, Florida 32202-3139
 Contact: Mickhael Sulayman Phone Number: (904) 665-8713
 E-Mail Address: sulams@jea.com Fax Number: (904) 665 - 7372
 Federal Employer ID # and address sequence: F592983007004
 FEID# has a verified W-9 registered with the Department of Financial Services: Yes No In Process

2. Refund Address: 21 West Church Street., T-4
Jacksonville, Florida 32202-3139

3. District Contact Person: John P. McCarthy Phone Number: (386) 961 - 7452
 District Number: 2 - Lake City Fax Number: (386) 7585 - 3736

4. Agreement Date: 12/07/2000 5. Date Form Modified: 07/07/2020

6. Agreement Amount: \$295,550.02 7. Escrow Deposit Due Date: 01/31/2020

Amount Due: \$ \$40,345.11 Additional Deposit Due Date: 07/31/2020

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: Engineering and Design of JEA Facilities

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
439358-1-32-01	\$291,805.02	LF	1		100%
439358-1-C2-06	\$3,745.00	LF	1		100%

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

20. Comments: WO#3 Additional Funds needed for Engineering and Design work on JEA Water & Sewer Facilities.
PSEE funding request updated on 07/07/2020.

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



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

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

ESCROW WIRING and ACH INSTRUCTIONS

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

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

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

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

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

1. Implementing Projects

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

a. First Contact.

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

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

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

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

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

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

2. Performance of Utility Work

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

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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.

- 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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(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.

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(AT UAO AND FDOT EXPENSE COMBINED)

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

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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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

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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

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	_____ _____ _____
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If to the FDOT:

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

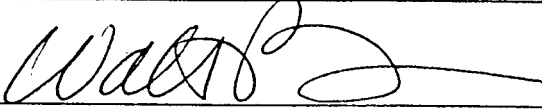
10. Certification

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

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

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

UTILITY: JEA

BY: (Signature) 

DATE: 11/14/07

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

(Typed Title: _____)

Recommend Approval by the State Utility Engineer

BY: (Signature) 

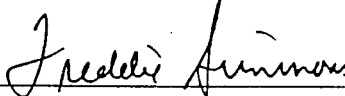
DATE: 12/7/2000

FDOT Legal review

BY: (Signature) 
District Counsel

DATE: 11-30-00

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) 

DATE: 12/5/00

(Typed Name: Freddie Simmons)

(Typed Title: State Highway Engineer)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

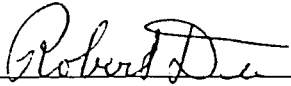
BY: _____

DATE: _____

(Typed Name: _____)

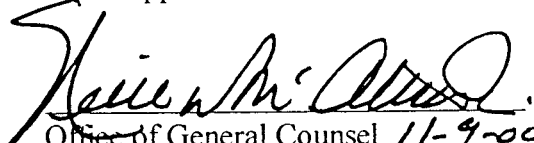
(Typed Title: _____)

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



Robert Dix
Controller
JEA

Form Approved:


Office of General Counsel 11-9-00

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

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

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

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

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

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

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

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

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

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

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

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

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

“d. Alternative Design Procedure

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

thereof:

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

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

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

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

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

ATTEST:

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

DEPARTMENT:

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

Legal Review:

By: Roger Wood
Office of the General Counsel

ATTEST:

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

UAO:

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

Legal Review:

By: _____
Counsel for UAO
Reviewed by
Purchasing Contracts
Specialist
HCB

Exhibit “A”

Scope of Work

439358-1-56-01: The cost within this agreement reflects JEA Water & Sewer’s engineering and design work needed for their facilities to accommodate FDOT’s construction along State Road 103 (Lane Ave.).

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 103 (Lane Ave.) from SR 208 to SR 228
 County: Duval
 FPN: 439358-1-32-01
 FAP No.: D218-087-B

Consultant Name: The Balmoral Group
 Consultant No.: *enter consultants proj. number*
 Date: 7/7/2020
 Estimator: *Byron Sprague*

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager 3	Chief Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Eng. Intern	Senior Designer	Engineering Technician	#REF!	#REF!	#REF!	#REF!	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	7	1	0	0	3	2	1	0	0	0	0	0	0	7	\$296	\$42.23
5. Roadway Plans	35	2	2	2	5	9	7	4	4	0	0	0	0	35	\$1,342	\$38.33
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	42	3	2	2	8	11	8	4	4	0	0	0	0	42		
Total Staff Cost		\$180.18	\$143.00	\$109.34	\$368.96	\$375.32	\$231.52	\$164.84	\$64.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,637.16	\$38.98

Survey Field Days by Subconsultant
 4 - Person Crew:

- Notes:
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:				\$1,637.16
OVERHEAD:		159.97%		\$2,618.96
OPERATING MARGIN:		31%		\$507.52
FCCM (Facilities Capital Cost Money):		0.197%		\$3.23
EXPENSES:		4.19%		\$68.60
Survey (Field - if by Prime)	0	4-person crew days @	\$ - / day	\$0.00
SUBTOTAL ESTIMATED FEE:				\$4,835.47
Subconsultant: FW&A				\$35,509.64
SUBTOTAL ESTIMATED FEE:				\$40,345.11
Geotechnical Field and Lab Testing				\$0.00
SUBTOTAL ESTIMATED FEE:				\$40,345.11
Optional Services				\$0.00
GRAND TOTAL ESTIMATED FEE:				\$40,345.11

From: Hepburn, Brian F. (Keville Enterprises Inc.)
Sent: Tuesday, June 30, 2020 9:08 AM
To: P. E. Byron D Sprague Jr (bsprague@balmoralgroup.us); Brad Wilson
Cc: Chancey, Chad N
Subject: FW: 439358-1 SR 103 (Lane Ave): JEA SA#1
Importance: High

Byron,

The total change order amount of \$40,345.11 for FWA and TBG's additional work is acceptable to JEA. Please submit to FDOT so they can submit a work order to us for approval. Chad Chancey is being copied on this to let him know JEA approves this amount.

Thanks.

Brian Hepburn
Joint Agency Projects - Project Manager
21 West Church Street, T-3
Jacksonville, Florida 32202
Cell: (904) 629-9269
Direct: (904)-665-7413

hepbfbf@jea.com



From: Byron Sprague <bsprague@balmoralgroup.us>
Sent: Tuesday, June 30, 2020 7:10 AM
To: Hepburn, Brian F. (Keville Enterprises Inc.) <hepbfbf@jea.com>
Cc: Brad Wilson <Brad@fredwilson.com>; Frank H. Wilson III <Frankie@fredwilson.com>; Frank H Wilson II <frank@fredwilson.com>; Sherman Klaus <sklaus@balmoralgroup.us>
Subject: 439358-1 SR 103 (Lane Ave): JEA SA#1

[External Email - Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.]

Good morning Brian,

Attached are SA#1 staffhours updated to include TBG effort for JEA's review; 42 hours have been added for TBG efforts.



Formal Bid and Award System

Award #6 July 23, 2020

Type of Award Request: RESCIND
Requestor Name: Connell, Galen L.
Requestor Phone: (904) 728-1440
Project Title: 4511 Spring Park Rd Pump Station Rehab and Upgrade
Project Number: 8002427
Project Location: JEA
Funds: Capital
Award Estimate: \$5,930,669.00
Scope of Work:

The scope of work is for construction services for the 4511 Spring Park Road Pump Station Rehabilitation. The project includes the partial rehabilitation of the pump station which includes major electrical upgrades and the rehabilitation of the existing pumps, which will allow continued use of this pump station.

IFB/RFP/State/City/GSA#: 053-20
Purchasing Agent: King, David
Is this a Ratification?: NO
JSEB Requirement: Five Percent (5%) Goal

BIDDERS:

Vendor Name	Amount
WILLIAMS INDUSTRIAL SERVICES GROUP, LLC	N/A
PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.	N/A
SAWCROSS, INC.	N/A

Background/Recommendations:

Advertised on 05/20/2020. Six (6) prime contractors attended the mandatory pre-bid meeting held on 05/28/2020. Four (4) prime contractors attended the mandatory pre-bid site meeting held on 05/28/2020. At Bid opening on 06/30/2020, JEA received three (3) Bids. The decision to rescind was made based upon JEA's determination that changes needed to be made to the bid specifications.

This request is to rescind with the intent to rebid. JEA will update the technical specifications for the rebid. All pricing will be held confidential for 12 months or, if earlier, such time as JEA provides notice of an intended decision concerning the reissued IFB or until JEA withdraws the reissued IFB.

053-20 - Request approval to rescind this solicitation, and reject all Bids received in anticipation of rebidding.

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

Director: Conner, Sean M - Dir W/WW Project Engineering & Construction
Chief: Vu, Hai X. – Interim GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Manager, Capital Budget Planning **Date**



Formal Bid and Award System

Award # 7 July 23, 2020

Type of Award Request: STANDARD
Requestor Name: Rouse, Nathan G. – Manager Sewer Operations & Maintenance
Requestor Phone: (904) 665-8183
Project Title: Armorock Sewer Manholes - JEA Approved Standard
Project Number: 8005820
Project Location: JEA
Funds: Capital
Award Estimate: \$900,000.00

Scope of Work:

This award is for the supply of Armorock Polymer Sewer Manholes and related materials for use in manhole replacement projects. Armorock is in the JEA Water/Wastewater Standards as a replacement for precast concrete sewer manholes. This Contract will be used to support capital projects.

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

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ARMOROCK LLC	Jared Johnson	jjohnston@armorock.com	14555 US 95 S, Boulder City, NV, 89005	(903) 558-6000	\$900,000.00

Amount for entire term of Contract/PO: \$900,000.00
Award Amount for remainder of this FY: \$50,000.00
Length of Contract/PO Term: Three (3) Years w/Two (2) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 08/01/2020
End Date (mm/dd/yyyy): 07/31/2023
Renewal Options: YES - Two (2) – 1 Yr. Renewals
JSEB Requirement: N/A – STANDARD

Background/Recommendations:

Water/Wastewater Standards approved Armorock as a JEA Standard to provide polymer manholes in 2019. Polymer manholes are used to increase the life of a manhole in wet and/or high hydrogen sulfide areas. The Water/Wastewater Standard for polymer manholes is attached as backup.

JEA Sewer Operation Maintenance & Construction (OM&C) currently has a backlog of approximately two dozen manholes, between twelve and twenty-two feet deep, that require replacement. Current JEA W/WW Standards necessitate that polymer concrete (Armorock) manholes are utilized, at an average material cost of \$15,000.00, for an estimated expenditure of \$360,000.00. JEA estimates \$300,000.00

per year in polymer concrete material purchases for installation by Sewer Operation Maintenance & Construction. This equates to an expected expenditure of \$900,000.00 over the three (3) year life of this proposed contract. The contract pricing from Armorock LLC is attached as backup.

Armorock's prices are adjusted yearly with inflation. Individual structure costs vary due to diameter and depth, incoming and outgoing pipelines, labor involved with each penetration into the structure, weight and freight. It should be noted that Armorock extends JEA pricing to JEA contractors and projects. Although precast concrete manholes, with a corrosion proof coating/lining, are approximately 20-30% lower cost than the polymer concrete manholes, Armorock's manholes have a 50 year warranty against corrosion versus typical coating/lining warranty of 10 years and no warranty from precast manufacturers. The life cycle costs are equivalent or better when a precast manhole reaches average life of 20-25 years, where we are seeing many of our failures now.

There are currently only three major polymer concrete manhole manufacturers in the US. Each has their own methods and material preferences for manufacturing. Armorock's materials and methods are the only one that met JEA's standards at the time. Another manufacturer's manhole was recently installed in a project as a test and JEA is trying to get the third installed for test as well. Armorock tends to be the median between the three when it comes to cost, because materials and methods vary between the three manufacturers.

Request approval to award a three (3) year contract to Armorock LLC for polymer manholes and related materials in the amount of \$900,000.00, subject to the availability of lawfully appropriated funds.

Director: Scheel, Jackie B. - Dir W/WW Reuse Delivery & Collection

Chief: Vu, Hai X. - Interim General Manager Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Manager, Capital Budget Planning **Date**

the site of materials and installation of same to replace defective materials or defective workmanship with new materials/workmanship conforming to the specifications.

I.6. MANUFACTURER WARRANTY

The Manufacturer shall supply to JEA a fifty (50) year corrosion unconditional warranty. Current JEA approved Pre-cast Concrete manufacturers two (2) year warranty shall be grandfathered in for twelve (12) months. The warranty shall include materials and installation and shall constitute complete replacement and delivery to the site of materials and installation of same to replace defective materials or defective workmanship with new materials/workmanship conforming to the specifications.

I.7. MANHOLE INSPECTION CHECKLIST

Contractor shall schedule a final walk through (prior to substantial completion) in order to create a punch list for each project. List of attendees shall include but not be limited to the Contractor's representative, JEA representative (ie. project inspector), and designated JEA Operation personnel. Contractor shall be required to provide a crew complete with all necessary equipment to allow observation of each new and rehabilitated manhole interior. The Contractor's representative shall complete the JEA Final Inspection Checklist for each new or rehabilitated manhole structure, and have the JEA attendees provide original signatures/names on the signature block. The JEA representative shall scan the checklists and ensure the documents are filed in the electronic file folder for the project.

I.8. MANHOLE APPLICATION TABLE

Selection Table for Application of new and Rehab manhole construction	Polymer Concrete Manhole	Precast Concrete Manhole	Fiberglass Manhole
Pipe to 12" New Construction	Yes	Yes	
Pipe 12" and greater	Yes		
Force-main to manhole	Yes		
High line to manhole	Yes		
Interceptor/splitter box	Yes		
Junction manhole	Yes		
Rehab manhole	Yes	*Yes	*Yes
Manhole depth less than 10'	Yes	Yes	
Manhole depth greater than 10'	Yes		
Inside/outside drop	Yes	*Yes	
ARV manholes	Yes		
* Required: Liner manufacturer to certify manhole structural integrity for rehab. Manufacturer of the chemical resistant surface shall provide a 10-year warranty against chemical deterioration of the manhole structure and the chemical resistant surface.			

II. MATERIALS

All material shall be free from defects impairing strength and durability, shall be of the best commercial quality for the purpose specified, and shall have structural properties sufficient to safely sustain or withstand strains and stresses to which it is normally subjected and be true to detail.

II.1. POLYMER CONCRETE MANHOLES

II.1.1. POLYMER CONCRETE MANHOLE APPROVED APPLICATIONS

II.1.1.1. Reference I.3 Manhole Application table, approved all areas.

II.1.2. REFERENCE STANDARDS

II.1.2.1. ASTM C 478 (most current) Standard Specification for Precast Reinforced Concrete Manhole Sections

II.1.2.2. ASTM C 579 (most current) Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic, Surfacing, and Polymer Concretes

II.1.2.3. ASTM C 443 (most current) Standard Specification for Joints for Concrete Pipe and Manholes Using Rubber Gaskets

II.1.2.4. ASTM C 580 (most current) Standard Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes

II.1.2.5. ASTM C 857 (most current) Standard Practice for Minimum Structural Design Loading for Underground Utility Structures

II.1.2.6. ACI 350-06 Code Requirements for Environmental Engineering Concrete Structures & Commentary

II.1.2.7. ACI 440.1R-15 Guide for the Design and Construction of Structural Concrete Reinforced with Fiber-Reinforced Polymer (FRP) Bars

II.1.2.8. ACI 548.6R-96 Polymer Concrete-Structural Applications State-of-the-Art Report

II.1.2.9. ASTM D 648 (most current) Test Method for Deflection Temperature of Plastics Under Flexural Load in Edgewise Position

II.1.2.10. ASTM D 6783 (most current) Standard Specification for Polymer Concrete Pipe

II.1.2.11. ASTM D 2584 (most current) Test Method for Ignition Loss of Cured Reinforced Resins

II.1.2.12. ASTM C 923 (most current) Standard Specifications for Resilient Connectors between Concrete Manholes Structures and Pipe

II.1.2.13. ASTM C 990 (most current) Standard Specification for Joints for Concrete Pipe, Manholes and Precast Box Sections using Preformed Flexible Joint Sealants

II.1.2.14. ASTM C 497 (most current) Test Methods for Concrete Pipe, Manhole Sections, or Tile

II.1.2.15. California Greenbook Standard Specifications for Public Works Construction Section 211-2

II.1.3. SUBMITTALS

II.1.3.1. Submit manufacturer's data and details of following items for approval:

II.1.3.1.1. Shop drawings of manhole sections, base units and construction details, jointing methods, materials, and dimensions.

- II.1.3.1.2. Summary of criteria used in manhole design including, as minimum, material properties, loading criteria, and dimensions assumed. Include certification from manufacturer that polymer concrete manhole design meets or exceeds the load and strength requirements of ASTM C 478 and ASTM C 857, reinforced in accordance with ACI 440.1R-15. Include current ISO 9001:2008 certification
- II.1.3.1.3. Frames, grates, rings, and covers
- II.1.3.1.4. Materials to be used in fabricating pipe drop connections
- II.1.3.1.5. Materials to be used for pipe connections
- II.1.3.1.6. Materials to be used for stubs and stub plugs, if required.
- II.1.3.1.7. Proof of independent chemical resistance testing conducted in accordance with the Standard Specifications for Public Works Construction (California Greenbook) Section 211-2
- II.1.3.1.8. Submitted sealed drawings by a registered Professional Engineer

II.1.4. PRODUCTS

II.1.4.1. POLYMER CONCRETE MANHOLES

- II.1.4.1.1. Provide polymer concrete manhole sections, monolithic base sections and related components referencing to ASTM C 478. ASTM C 478 material and manufacturing is allowed compositional and dimensional differences required by a polymer concrete product.
- II.1.4.1.2. Provide base riser section with monolithic floors, unless shown otherwise.
- II.1.4.1.3. Provide riser sections joined with bell and spigot/ship-lap design seamed with butyl mastic and or rubber gaskets (ASTM C 990) so that on assembly, manhole base, riser and top section make a continuous and uniform manhole structure.
- II.1.4.1.4. Construct riser sections for polymer concrete manholes from standard polymer concrete manhole sections of the diameter indicated on drawings. Use various lengths of polymer concrete manhole sections in combination to provide correct height with the fewest joints.
- II.1.4.1.5. Design wall sections for depth and loading conditions with wall thickness as designed by polymer concrete manufacturer.

- II.1.4.1.6. Provide tops to support AASHTO HS-20 or HL-93 or vehicle loading or loads as required and receiving cast iron frame covers or hatches, as indicated on drawings.

II.1.4.2. DESIGN CRITERIA

- II.1.4.2.1. Polymer Concrete Manhole risers, cones, flat lids, grade rings and manhole base sections shall be designed by manufacturer to meet the intent of ASTM C 478 with allowable compositional and sizing differences as designed by the polymer concrete manufacturer.
- II.1.4.2.2. AASHTO HS-20 or HL-93 design or as required loading applied to manhole cover and transition and base slabs
- II.1.4.2.3. Polymer manholes will be designed based upon live and dead load criteria in ASTM C 857 and ACI 350-06
- II.1.4.2.4. Unit soil weight of 120 pcf located above portions of manhole, including base slab projections
- II.1.4.2.5. Internal liquid pressure based on unit weight of 63 pcf
- II.1.4.2.6. Dead load of manhole sections fully supported by a polymer concrete manhole base

II.1.4.3. DESIGN

Polymer Concrete Manhole risers, cones, flat lids, grade rings and manhole base sections shall be designed by manufacturer to meet loading requirements of ASTM C 478, ASTM C 857 and ACI 350-06 as modified for polymer concrete manhole design as follows:

- II.1.4.3.1. Polymer Concrete Mix Design shall consist of thermosetting resin, sand, and aggregate. No Portland cement shall be allowed as part of the mix design matrix. All sand and aggregate shall be inert in an acidic environment.
- II.1.4.3.2. Reinforcement – Shall use acid resistant reinforcement (FRP Bar) in accordance with ACI 440.1R-06 as applicable for polymer concrete design.
- II.1.4.3.3. The wall thickness of polymer concrete structures shall not be less than that prescribed by the manufacturer's design by less than 95% of stated design thickness.
- II.1.4.3.4. Thermosetting Resin - The resin shall have a minimum deflection temperature of 158° F when tested at 264 psi (1.820 mPa) following Test Method D 648. The resin content shall not be less than 7% of the weight of the sample as determined by test method D 2584. Resin selection shall be suitable for applications in the corrosive conditions to which the polymer concrete manhole structures will be exposed.
- II.1.4.3.5. Each polymer concrete manhole component shall be free of all defects, including indentations, cracks, foreign inclusions and resin starved areas that, due to their nature and degree or extent, detrimentally affect the strength and serviceability of the component part. Cosmetic defect shall not be cause for rejection. The nominal internal diameter of manhole components shall not vary more than 2%. Variations in height of two opposite sides of risers and cones shall not be

more than 5/8 inch. The under run in height of a riser or cone shall not be more than 1/4 in/ft of height with a maximum of 1/2 inch in any one section.

- II.1.4.3.6. Marking and Identification - Each manhole shall be marked with the following information - Manufacturer's name or trademark, Manufacturer's location and Production Date.
- II.1.4.3.7. Manhole joints shall be assembled with a bell/spigot or shiplap butyl mastic and/or gasketed joint so that on assembly, manhole base, riser and top section make a continuous and uniform manhole. Joint sealing surfaces shall be free of dents, gouges and other surface irregularities that would affect joint integrity.
- II.1.4.3.8. Minimum clearance between wall penetrations and joints shall be per manufacturer's design
- II.1.4.3.9. Construct invert channels to provide smooth flow transition with minimal disruption of flow at pipe-manhole connections. Invert slope through manhole is as indicated on drawings. All precast base sections to be cast monolithically. Polymer bench and channel are to be constructed with all polymer concrete material. In the event that the manhole bench and invert are to be hand built, utilizing traditional brick and Portland cement mortar, after curing, all Class "C" concrete benches, channels, and inverts shall be coated with an approved epoxy coating. Coating shall be applied to all cold joints between horizontal and vertical surfaces, continuing a minimum of six (6") inches up the vertical surface. Extended ballast slab requirements for buoyancy concerns can be addressed with cementitious concrete material.
- II.1.4.3.10. Provide resilient connectors conforming to requirements of ASTM C 923 or other options as available. All connectors are to be water tight. Install approved resilient connectors at each pipe entering and exiting manholes in accordance with manufacturer's instructions

II.1.5. QUALITY CONTROL

- II.1.5.1. Facility Quality Control should be maintained by adhering to ISO 9001:2008 for manufacturing. All fabricators will be ISO 9001:2008 Certified. All fabrication will take place in an all polymer concrete fabrication facility. At no time will the polymer concrete fabrication facility share the facility with a cementitious precast product production facility. Fabricator is also to provide references of 5 previous projects in the last 5 years performed with both owner and contractor for reference and review by owner. Polymer concrete shall

be cast in a polymer only facility and shall not be manufactured in a cementitious concrete facility.

II.1.6. GROUTING

II.1.6.1. All materials needed for grouting and patching will be a polyester mortar compound provided by the manufacturer or an approved equal by the manufacturer. All holes in sections used for handling and annular spaces, around influent and effluent pipes, shall be filled using the material listed above AND coated with a manufacturer approved compatible epoxy coating.

II.1.7. MANUFACTURER

II.1.7.1. Armorock LLC, Boulder City, Nevada www.armorock.com, 702-824-9702

II.2. PRECAST CONCRETE WASTEWATER MANHOLES

Wastewater manhole bases, sections and cones shall conform to the requirements of ASTM C478, "Specification for Precast Reinforced Concrete Manhole Sections" with the exception of Section 10(a), except as modified herein. Cement shall meet the requirements of ASTM C150, "Specification for Portland Cement Type H". Concrete shall meet the minimum requirements for Class "A" as specified in Chapter II. 5. - Section 437- Concrete Work. Minimum wall thickness shall be 1/12 the inside diameter of the manhole in inches plus 1 inch. If requested by JEA, the required minimum strength of concrete shall be confirmed by making and testing 4 standard cylinders at seven days in accordance with Chapter IV. 1. - Section 437- Concrete Work. Rings shall be custom-made with openings to meet indicated pipe alignment conditions and invert elevations.

II.2.1. PRECAST CONCRETE MANHOLE APPROVED APPLICATIONS

Reference I.3 Manhole Application Table, approved for new construction with maximum pipe diameter of 12" and depth is 10' or less. If manhole requires inside/outside drop or rehabilitation shall be warranted for 10 years.

II.2.2. BASES


Bases for concrete manholes shall be cast integrally with the bottom manhole section.


II.2.3. JOINTS


Joints shall be tongue and groove configuration formed with machined castings. Joint surfaces shall be as detailed on JEA Standard Details. The joint shall be sealed using an approved pre-molded plastic joint sealer. Prior to placement of the joint sealer the joint surfaces shall be primed in accordance with the recommendations of the sealer manufacturer. Joints shall be water tight. Upon completion of installation, excess joint sealers shall be trimmed flush with the inside and outside surface of the manhole.


II.2.4. EXTERIOR JOINT SEALANT MEMBRANE

All exterior joints including the top cone section, of precast concrete manholes (including base and risers sections) shall be sealed with one 6-inch wide (minimum) exterior joint sealant membrane centered on joint. The tape shall be capable of sealing manhole joints against groundwater and sand infiltration. The installation of the membrane shall be in conformance with the recommendations of the manufacturer. Surface must be smooth, clean, dry and free of voids, loose aggregate, dirt or other matter that will hinder the adhesion of the membrane. A primer shall be used in accordance with the recommendations of the membrane manufacturer. If recommended by the manufacturer, heat shall be applied to all areas being sealed. See Approved Materials Manual for a list of approved tape manufacturers.

	ARMOROCK MANHOLE PRICING JEA DIRECT LIST JULY 2020		
	FOR INTERNAL USE ONLY! NOT FOR DISTRIBUTION		
	*WEIGHTS ARE APPROXIMATE		
PRODUCT ID	PRODUCT / DISCRPTION	WEIGHT	JEa PRICE
48" DIAMETER MANHOLE			
50412-s	48 IN X 1 FT POLYMER MH SECTION	500	\$938
50424-s	48 IN X 2 FT POLYMER MH SECTION	800	\$1,088
50436-s	48 IN X 3 FT POLYMER MH SECTION	1100	\$1,639
50448-s	48 IN X 4 FT POLYMER MH SECTION	1400	\$1,926
50460-s	48 IN x 5 FT POLYMER MH SECTION	1700	\$2,363
50472-s	48 IN x 6 FT POLYMER MH SECTION	2000	\$2,650
504**-c	48 IN X 3' ECC POLYMER CONE W/ 24"/ 30"/ 36" ACCESS	1500	\$1,850
70424-b100	48 IN X 2 FT POLYMER PRECAST BASE FULL DEPTH	CUSTOM	\$4,228
70436-b100	48 IN X 3 FT POLYMER PRECAST BASE FULL DEPTH	CUSTOM	\$4,347
70448-b100	48 IN X 4 FT POLYMER PRECAST BASE FULL DEPTH	CUSTOM	\$4,824
504**-L	48 IN ECC POLYMER LID / FLAT / W 24' / 30" / 36" ACCESS	785	\$1,395
60" DIAMETER MANHOLE			
50512-s	60 IN X 1 FT POLYMER MH SECTION	625	\$1,069
50524-S	60 IN X 2 FT POLYMER MH SECTION	1000	\$1,482
50536-S	60 IN X 3 FT POLYMER MH SECTION	1400	\$1,832
50548-S	60 IN X 4 FT POLYMER MH SECTION	1800	\$2,095
50560-S	60 IN X 5 FT POLYMER MH SECTION	2200	\$2,683
50572-S	60 IN X 6 FT POLYMER MH SECTION	2600	\$3,139
505**-C	60 IN X 3FT ECC POLYMER CONE W/ 24"/30"/36" ACCESS	1750	\$1,999
70536-B100	60 IN X 3 FT POLYMER PRECAST BASE FULL DEPTH	CUSTOM	\$5,419
70548-B100	60 IN X 4 FT POLYMER PRECAST BASE FULL DEPTH	CUSTOM	\$5,896
70560-B100	60 IN X 5 FT POLYMER PRECAST BASE FULL DEPTH	CUSTOM	\$6,253
505**-L	60 IN ECC POLYMER LID /FLAT/W 24"/30"/36" ACCESS	1765	\$2,006
72" DIAMETER MANHOLE			
50612-S	72 IN X 1 FT POLYMER MH SECTION	1200	\$1,264
50624-S	72 IN X 2 FT POLYMER MH SECTION	1860	\$1,975
50636-S	72 IN X 3 FT POLYMER MH SECTION	2590	\$2,450
50648-S	72 IN X 4 FT POLYMER MH SECTION	3250	\$3,221
50660-S	72 IN X 5 FT POLYMER MH SECTION	3900	\$3,989
50672-S	72 IN X 6 FT POLYMER MH SECTION	4650	\$4,828
70636-B100	72 IN X 3 FT POLYMER PRECAST BASE FULL DEPTH	CUSTOM	\$8,695
70648-B100	72 IN X 4 FT POLYMER PRECAST BASE FULL DEPTH	CUSTOM	\$9,587
70660-B100	72 IN X 5 FT POLYMER PRECAST BASE FULL DEPTH	CUSTOM	\$10,243
70672-B100	72 IN X 6 FT POLYMER PRECAST BASE FULL DEPTH	CUSTOM	\$10,933
506**-L	72 IN ECC POLYMER LID FLAT/ W 24"/30"/36" ACCESS	3181	\$3,000
96" DIAMETER MANHOLE			
50812-S	96IN X 1 FT POLYMER MH SECTION	1630	\$2,677
50824-S	96 IN X 2 FT POLYMER MH SECTION	3750	\$3,737

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PRODUCT ID	PRODUCT / DISCRPTION	WEIGHT	JEА PRICE
50836-S	96 IN X 3 FT POLYMER MH SECTION	5600	\$5,208
50848-S	96 IN X 4 FT POLYMER MH SECTION	7350	\$6,804
50860-S	96 IN X 5 FT POLYMER MH SECTION	9320	\$8,128
50872-S	96 IN X 6 FT POLYMER MH SECTION	11000	\$9,773
70860-B75	96 IN X 5 FT POLYMER PRECAST BASE	CUSTOM	\$22,752
70860-B100	96 IN X 5 FT POLYMER PRECAST BASE FULL DEPTH	CUSTOM	\$26,119
70872-B75	96 IN X 6 FT POLYMER PRECAST BASE	CUSTOM	\$25,482
70872-B100	96 IN X 6 FT POLYMER PRECAST BASE FULL DEPTH	CUSTOM	\$28,914
508**-L	96 IN ECC POLYMER LID FLAT/ W 24"/30"/36" ACCESS	8150	\$6,718
48" REHABILITATION MANHOLES (41"ID)			
50412-R	48 IN X 1 FT POLYMER MH SECT - REHAB	260	\$801
50424-R	48 IN X 2 FT POLYMER MH SECT - REHAB	520	\$999
50436-R	48 IN X 3 FT POLYMER MH SECT - REHAB	780	\$1,513
50448-R	48 IN X 4 FT POLYMER MH SECT - REHAB	1040	\$1,870
504**-RL	48 IN ECC POLYMER LID - REHAB W 24' / 30" / 36" ACCESS	534	\$1,264
60" REHABILITATION MANHOLE			
50512-R	60 IN X 1 FT POLYMER MH SECT - REHAB	330	\$950
50524-R	60 IN X 2 FT POLYMER MH SECT - REHAB	660	\$1,187
50536-R	60 IN X 3 FT POLYMER MH SECT - REHAB	990	\$1,656
50548-R	60 IN X 4 FT POLYMER MH SECT - REHAB	1320	\$2,100
505**-RC	60 IN ECC POLYMER CONE REHAB W 24'/30"/36" ACCESS	1430	\$2,075
505**-RL	60 IN ECC POLYMER LID - REHAB	1730	\$1,750
RESILIENT PIPE CONNECTORS (BOOT)			
MHBT6	6" RESILIENT BOOT FOR PVC	NA	\$ 93
MHBT8	8 " RESILIENT BOOT FOR PVC	NA	\$ 93
MHBT10	10" RESILIENT BOOT FOR PVC	NA	\$ 101
MHBT12	12" RESILIENT BOOT FOR PVC	NA	\$ 114
MHBT15	15" RESILIENT BOOT FOR PVC	NA	\$ 159
MHBT18	18" RESILIENT BOOT FOR PVC	NA	\$ 197
MHBT21	21" RESILIENT BOOT FOR PVC	NA	\$ 202
MHBT24	24" RESILIENT BOOT FOR PVC	NA	\$ 235
MHBT27	27" RESILIENT BOOT FOR PVC	NA	\$ 268
MHBT30	30" RESILIENT BOOT FOR PVC	NA	\$ 295
MHBT36	36" RESILIENT BOOT FOR PVC	NA	\$ 327
MHBT42	42" RESILIENT BOOT FOR PVC	NA	\$ 381
MHBT48	48" RESILIENT BOOT FOR PVC	NA	\$ 810
MHBT54	54" RESILIENT BOOT FOR PVC	NA	\$ 829
MHBT60	60" RESILIENT BOOT FOR PVC	NA	\$ 879
MHBT62	62" RESILIENT BOOT FOR PVC	NA	\$ 896
MHBT68	68" RESILIENT BOOT FOR PVC	NA	\$ 925
MHBT72	72" RESILIENT BOOT FOR PVC	NA	\$ 959

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PRODUCT ID	PRODUCT / DISCRPTION	WEIGHT	JE A PRICE
MHBT78	78" RESILIENT BOOT FOR PVC	NA	\$ 1,019
MANHOLE ACCESSORY ITEMS			
MASTIC JOINT SEALANT			
MASJT1.25	1.25 IN X 14 FT JOINT MASTIC	0	\$16
EXTERNAL JOINT WRAP			
MASEX12	12 IN EXTERNAL MASTIC WRAP (M-860) 50' ROLL	0	\$198
MASEX6	6 IN EXTERNAL MASTIC WRAP (M-860) 50' ROLL	0	\$98
POLYMER GRADE RINGS			
PMHGR36X2	36 IN X 2 IN MH GRADE RING - POLYMER	136	\$ 246
PMHGR36X3	36 IN X 3 IN MH GRADE RING - POLYMER	151	\$ 256
PMHGR36X4	36 IN X 4 IN MH GRADE RING - POLYMER	202	\$ 292
PMHGR36X6	36 IN X 6 IN MH GRADE RING - POLYMER	302	\$ 339
EXPANDED POLYPROPOLYENE GRADE RINGS			
PR24X.75-1.75A	24" X 3/4" TO 1-3/4" ANGLE PRO-RING (36-24A-100)	0	\$ 61
PR24X.75FN	24" X 3/4" FINISH PRO-RING (36-24F-075)	0	\$ 49
PR24X1.25FN	24" X 1-1/4" FINISH PRO-RING (36-24F-125)	0	\$ 62
PR24X1.5FN	24" X 1-1/2" FINISH PRO-RING (36-24F-150)	0	\$ 70
PR24X1.75FN	24" X 1-3/4" FINISH PRO-RING (36-24F-175)	0	\$ 75
PR24X1FN	24" X 1" FINISH PRO-RING (36-24F-100)	0	\$ 62
PR24X2.25FN	24" X 2-1/4" FINISH PRO-RING (36-24F-225)	0	\$ 88
PR24X2.5FN	24" X 2-1/2" FINISH PRO-RING (36-24F-250)	0	\$ 95
PR24X2FL	24" X 2" FLAT PRO-RING (36-24G-200F)	0	\$ 95
PR24X2FN	24" X 2" FINISH PRO-RING (36-24F-200)	0	\$ 95
PR24X2G	24" X 2" GRADE PRO-RING (36-24G-200)	0	\$ 95
PR24X4FL	24" X 4" FLAT PRO-RING (36-24G-400F)	0	\$ 150
PR24X4G	24" X 4" GRADE PRO-RING (36-24G-400)	0	\$ 150
PR24X6FL	24" X 6" FLAT PRO-RING (36-24G-600F)	0	\$ 237
PR24X6G	24" X 6" GRADE PRO-RING (36-24G-600)	0	\$ 237
PR255CDG	PRO-RING #255 CAULK DISPENSER GUN	0	\$ 54
PR30X.75-1.75A	30" X 3/4" TO 1-3/4" ANGLE PRO-RING (40-31A-100)	0	\$ 60
PR30X.75FL	30" X 3/4" FLAT PRO-RING (40-31F-075)	0	\$ 46
PR30X1.25FL	30" X 1-1/4" FLAT PRO-RING (40-31F-125)	0	\$ 57
PR30X1.5FL	30" X 1-1/2" FLAT PRO-RING (40-31F-150)	0	\$ 62
PR30X1FL	30" X 1" FLAT PRO-RING (40-31F-100)	0	\$ 62
PR30X2FL	30" X 2" FLAT PRO-RING (40-31F-200)	0	\$ 86
PR30x4FL	30" X 4" FLAT PRO-RING (40-31F-400)	0	\$ 173

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PRODUCT ID	PRODUCT / DISCRPTION	WEIGHT	JEA PRICE
PR30x6FL	30" X 6" FLAT PRO-RING (40-31F-600)	0	\$ 243
POLYMER REPAIR AND GROUT PACKAGE			
PGROUT.75	ARMOROCK GROUT KIT		\$195
PEPOXY	ARMOROCK EPOXY KIT (3GALLON)		\$685
LIFTING DEVICES			
LDPMH48	48" POLY STRONG BACK LIFTER W/ (2) 4' STRAPS, (4) 1/2" SHACKLES & (2) 1/2" SAFETY PLATES	0	1,273
LDPMH60	60" POLY STRONG BACK LIFTER W/ (2) 4' STRAPS, (4) 1/2" SHACKLES & (2) 1/2" SAFETY PLATES	0	1,273
LDPMH72	72" POLY STRONG BACK LIFTER W/ (2) 4' STRAPS, (4) 1/2" SHACKLES & (2) 1/2" SAFETY PLATES	0	1,273
LDPMH84	84" POLY STRONG BACK LIFTER W/ (2) 4' STRAPS, (4) 1/2" SHACKLES & (2) 1/2" SAFETY PLATES	0	1,591
LDPMH96	96" POLY STRONG BACK LIFTER W/ (2) 4' STRAPS, (4) 1/2" SHACKLES & (2) 1/2" SAFETY PLATES	0	1,804
LDPMH 120	120" POLY STRONG BACK LIFTER W/ (2) 4' STRAPS, (4) 1/2" SHACKLES & (2) 1/2" SAFETY PLATES	0	2,228
LDPMH144	144" POLY STRONG BACK LIFTER W/ (2) 4' STRAPS, (4) 1/2" SHACKLES & (2) 1/2" SAFETY PLATES	0	2,334

***Certification of Standard, Proprietary or
Original Equipment Manufacturer Item***

For Purchase Requisition No. 179834

**3-112 Procurement of Standard, Proprietary and Original Equipment
Manufacturer Items.**

A contract may be awarded for Supplies or Services with limited or no competition when the
Supplies or Services:

- (a) have been selected as a JEA standard in the course of a standards program or through the
action of a standards committee (standard); or
- (b) must be a certain type, brand, make or manufacture (proprietary); or
- (c) must be obtained from the original equipment manufacturer , manufacturer's
representative or a distributor authorized by the original equipment manufacturer because
of the criticality of the item or compatibility within the JEA system (original equipment
manufacturer).

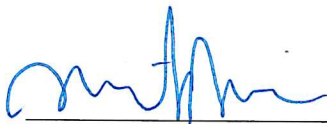
Category

The procurement item is (check the appropriate description):

Standard Proprietary Original Equipment Manufacturer

Certification

I the undersigned certify that the specific supplies, services or construction described in the above
referenced purchase requisition are the only such supplies, services or construction that will fulfill the
intended need for the following reasons: 50 year corrosion proof warranty; completely inert material
utilization in manufacturing; expedited manufacturing and delivery due to one-of-a-kind CNC machine.
All lead to an increase in infrastructure integrity and decrease in customer impact due to failures.



NATHAN ROUSE

Signature of appointed employee initiating the purchase request

07/20/2020

Date

***This Certification shall be attached the purchase requisition when routed for approval.
Approval of the purchase requisition shall constitute affirmation of this Certification.***



Formal Bid and Award System

Award #8 07/23/2020

Type of Award Request: EMERGENCY
Requestor Name: Popko, Ryan R. – Consulting Engineer
Requestor Phone: (904) 665-8516
Project Title: University of Arizona COVID-19 Testing
Project Number: 8006319
Project Location: JEA
Funds: COVID
Budget Estimate: N/A

Scope of Work:

This was originally presented to the Awards Committee on May 7, 2020 as an information item (see attached document). This award is for the COVID-19 testing invoices JEA has currently received as well as projected invoices for the first six months of testing. JEA has received invoices totaling \$11,100.00 so far and will continue to send samples to the University of Arizona twice a week for additional tests. JEA plans to continue testing as long as there are increasing cases in the area.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: King, David
Is this a Ratification?: YES - \$11,100.00

RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Phone	Amount
THE UNIVERSITY OF ARIZONA	Sarah Prasek	1303 E University Blvd, Box 5, Tucson, AZ 85719	520-621-9772	\$25,000.000

Amount for entire term of Contract/PO: \$25,000.00
Award Amount for remainder of this FY: \$25,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 07/27/2020
End Date (mm/dd/yyyy): Project Completion
JSEB Requirement: N/A - Emergency

Background/Recommendations:

Originally presented to the Awards Committee on 05/07/2020 as an informational item.

Testing of wastewater for infectious diseases, like the polio viruses has been done for decades. JEA, along with other leading utilities in the country are beginning to monitor wastewater for coronavirus as an indication of trends in the community. We have reached out to leading university researchers and have started collecting samples.

We have contacted the University of Arizona, which is the only currently available specialized BLS-3 (Center for Global Infectious Disease Research housing Biosafety Level 3) laboratory available to analyze environmental samples. The University of Arizona was selected as they are the only lab

granted permission to avoid lockdown and continue analyzing environmental samples. They also have the quickest turnaround time providing results in less than a week.

The goal of the project is to perform testing of samples for a number of weeks, after which JEA will begin to see if the infection level in the community is trending up, down, or have plateaued. Two very important points to make: 1) this testing will not result in quantifying the number of people testing positive, only trends and 2) as with other viruses or bacteria, the wastewater treatment process, specifically the disinfection process using chlorine and/or ultraviolet light destroys the virus so there is no risk of infection to the community.

The JEA Southwest Water Reclamation Facility (WRF) influent wastewater was selected for testing based on a number of factors including that it serves mostly residential customers, which is socioeconomically diverse, providing the best representation of the greater Jacksonville area. JEA is collecting 24-hour composite samples on Wednesdays and Sundays (to capture difference between work week and weekend) as well as including a matrix spike every other week which will confirm the assays are running properly. Tests are \$350.00 per sample plus shipping costs and JEA should receive results in less than a week. Based on testing twice per week and one matrix spike every other week, sample costs are estimated to be \$3,500.00/month plus shipping. If JEA tests for up to six months the cost would be approximately \$21,000.00 plus shipping, which is why the estimated total cost of \$25,000.00. Depending on how results come back at Southwest WRF JEA may test for a shorter duration or may expand to other WRFs.

Request approval to authorize payments to The University of Arizona, for COVID-19 testing of JEA wastewater samples in the amount of \$25,000.00, subject to the availability of lawfully appropriated funds.

Chief: Young, Wayne – Interim Chief Environmental Officer

APPROVALS:

Chairman, Awards Committee **Date**

Manager, Capital Budget Planning **Date**

Informational Item – Testing of COVID-19 in Wastewater

Background:

Although it may come as a surprise, testing wastewater for infectious diseases like the polio viruses has been done for decades. The Coronavirus pandemic has certainly had an impact on the things for which we routinely test. JEA, along with other leading utilities in the country are beginning to monitor wastewater for coronavirus as an indication of trends in the community. We have reached out to leading university researchers and have started collecting samples.

We have contacted the University of Arizona, which is the only currently available specialized BLS-3 (Center for Global Infectious Disease Research housing Biosafety Level 3) laboratory available to analyze environmental samples. The University of Arizona Water & Energy Sustainable Technology Center (WEST) Sewage Surveillance for Coronavirus team is led by Dr. Charles Gerba, Ph.D. (environmental virologist with over 45 years of experience in risk assessment and survival of viruses in environmental matrices), Dr. Ian Pepper, Ph.D. (environmental microbiologist with over 45 years of experience in wastewater treatment, land application of biosolids and fate and transport of microbial pathogens) and Dr. Walter Betancourt, Ph.D. (environmental virologist with over 15 years of experience in methods for the recovery and molecular detection of human pathogenic viruses in environmental matrices).

The University of Arizona was selected as they are the only lab granted permission to avoid lockdown and continue analyzing environmental samples. They also have the quickest turnaround time providing results in less than a week. Other labs could be cheaper but they are subject to lockdown and it can take months to get results back. That would not help us with the intended purpose of monitoring the community.

Goal:

Our goal is that after testing samples for a number of weeks we will begin to see if the infection level in the community is doing down, plateaued or hopefully there isn't a resurgence. Two very important points to make is 1) this testing will not result in quantifying the number of people testing positive, only trends and 2) as with other viruses or bacteria, the wastewater treatment process, specifically the disinfection process using chlorine and/or ultraviolet light destroys the virus so there is no risk of infection to the community.

The JEA Southwest Water Reclamation Facility (WRF) influent wastewater was selected for testing based on a number of factors including that it serves mostly residential customers, which is socioeconomically diverse, providing the best representation of the greater Jacksonville area. We are collecting 24-hour composite samples on Wednesdays and Sundays (to capture difference between work week and weekend) as well as including a matrix spike every other week which will confirm the assays are running properly. Tests are \$350 per sample plus shipping costs and we should receive results in less than a week. Based on testing twice per week and one matrix spike every other week, sample costs are estimated to be \$3,500/month plus shipping. If we test for up to six months the cost would be ~\$21,000 plus shipping, which is why we have estimated a total cost of \$25,000. Depending on how results come back at Southwest WRF we may test for a shorter duration or may expand to other WRFs.

This item will be brought to the Awards Committee as an Emergency Procurement for ratification at a later date.

Certification of Emergency Procurement

For Purchase Requisition No. 468605.

3-113 Emergency Procurements.

Notwithstanding any other provision of this Code, the Chief Procurement Officer or Designee may make or authorize Emergency Procurements when there exists an Emergency as defined in Section 1-113(1)(2), provided that such Emergency Procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the Emergency and for the selection of the particular Company shall be included in the Procurement file.

COMMENTARY:

(1) This section authorizes the procurement of supplies, services, construction or real estate where the urgency of the need does not permit the delay involved in utilizing other methods of source selection.

(2) While in a particular emergency an award may be made without any competition, the intent of this Code is to require as much competition as practicable in a given situation.

Basis of Emergency

I the undersigned certify that the specific supplies, services, construction or real estate described in the above referenced purchase requisition must be procured on an emergency basis for the following reasons:

- a reasonably unforeseen breakdown in machinery;
- a threatened termination of an essential service;
- the development of a dangerous condition;
- the development of a circumstance causing curtailment or diminution of an essential service;
- the opportunity to secure significant financial gain through immediate or timely action; or
- the opportunity to avoid significant financial loss through immediate or timely action.

Brief Description of Services/Supplies

Special environmental study on COVID19 sample analysis for JEA wastewater. The informational item was presented at the JEA awards committee meeting on 5/7/20. This is deemed an emergency due to the current pandemic and sample study of the virus in wastewater to determine changes in concentrations.

Solicitation Summary (List all solicitations, quotations and indicate contractor/supplier selected)

Informational item write-up presented at the JEA awards committee meeting on 5/7/20 is attached for reference.

Explanation of Basis of Selection (Price, availability, delivery or specify other basis)

The University of Arizona was selected as they are the only lab granted permission to avoid lockdown and continue analyzing environmental samples. They also have the quickest turnaround time providing results in less than a week. Other labs could be cheaper but they are subject to lockdown and it can take months to get results back. That would not help us with the intended purpose of monitoring the community. It is estimated that the amount of spend would be up to \$25,000 at this time and that the charges will be rendered under a JEA COVID19 project number.

Orrin W. Young

Signature of appointed employee certifying the emergency procurement

July 14, 2020

Date

To be completed by the Procurement Department:

Contract or Purchase Order Number: _____ Amount: \$ _____

***This Certification shall be attached the purchase requisition when routed for approval.
Approval of the purchase requisition shall constitute affirmation of this Certification.***

***This emergency procurement shall be reported to the JEA Board in accordance with
Section 1-113(2) of the JEA Purchasing Code***
