

Welcome to the JEA Awards Meeting

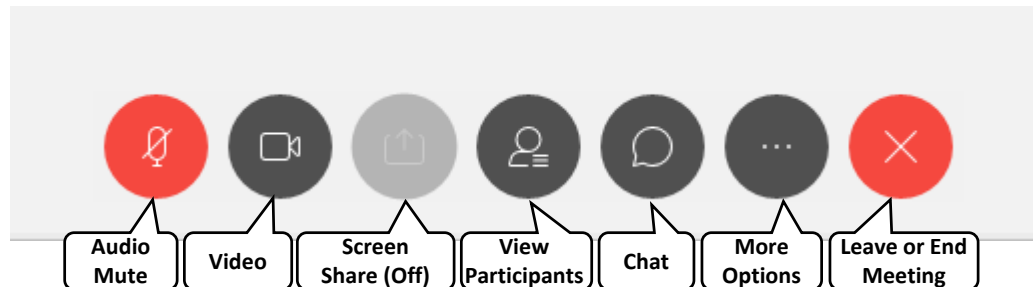
You have been joined to the meeting with your **audio muted** by default.

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 **Lynn Rix** at rixlw@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 9:00 a.m. to be read during the public comment portion of the meeting.

Please contact **Lynn Rix** by telephone at **(904) 665-8621** or by email at rixlw@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, February 18, 2021

TIME: 10:00 A.M.

PLACE: JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL 32202
OR
WebEx/Teleconference
WebEx Meeting Number (access code): 160 199 4252
WebEx Password: pxP6CqUSt63

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (02/04/2021).
2. 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 \$1,049,194.77, subject to the availability of lawfully appropriated funds.
3. Request approval to award payment to Florida Department of Transportation for the FDOT 439368-1 SR 212- (US90/Beach Blvd) from Southside Blvd. to Eve Dr. project in the amount of \$417,470.70, subject to the availability of lawfully appropriated funds
4. 1410238846 - Request approval to award a contract to Pickett & Associates, Inc. for General Engineering Services in the amount of \$750,000.00, subject to the availability of lawfully appropriated funds.
5. 018-21 – Request approval to award a contract to The Kenton Group, Inc. dba Baldwin's Quality Plumbing for construction services for Timawatha Ave. Force Main Replacement project in the amount of \$420,810.12, subject to the availability of lawfully appropriated funds.
6. Request approval to award a contract to Lennar Homes, LLC for construction by Baker of the Veterans Parkway – Stillwater Subdivision utilities projects in the amount of \$3,095,185.44, subject to the availability of lawfully appropriated funds.

Informational Items: 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.

02-18-2021 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 02/04/2021 meeting.
2	Joint Project	Vu	N/A	\$1,049,194.77	Florida Dept of Transportation	Project Completion (Expected: April 2022)	<u>FDOT-437319-1 SR 10- Beaver St Water Main and Gravity Sewer Replacement – Edgewood Ave N to McDuff Ave N</u> Request approval of a payment to FDOT to pay the difference between the pre-payment estimate and actual bids received for construction of sewer and water components along Beaver Street.
3	Joint Project	Vu	\$420,000.00	\$417,470.70	Florida Dept of Transportation	Project Completion (Expected: February 2022)	<u>JP - FDOT-439368-1 SR 212- (US90/Beach Blvd) from Southside Blvd to Eve Dr. – WM Replacement</u> Request approval to pay FDOT for a water main, and associated items, joint project along Beach Blvd.
4	Request for Proposal (RFP) 4 proposers	Datz	\$750,000.00	\$750,000.00	Pickett & Associates, Inc.	Three (3) Years w/ One (1) – 1 Yr. Renewal	<u>Continuing Engineering Services- Fiber Optic Route Design and Engineering- Transmission and Distribution</u> Contract spend details: <ul style="list-style-type: none"> • FY21: \$145,833.33 • FY22: \$302,083.33 • FY23: \$302,083.33 • NTE: \$750,000.00
5	Invitation for Bid (IFB) 6 bidders	Vu	\$396,904.00	\$420,810.12	The Kenton Group, Inc. dba Baldwin's Quality Plumbing	Project Completion (Expected: September 2021)	<u>Timawatha Ave. Force Main Replacement</u> Approval to award a contract to The Kenton Group, Inc. dba Baldwin's Quality Plumbing for construction services for Timawatha Ave. Force Main Replacement project in the amount of \$420,810.12.
6	Miscellaneous	Vu	\$3,334,837.00	\$3,095,185.44	Lennar Homes, LLC/Baker	Project Completion (Est. 09/2021)	<u>Veterans Parkway – Stillwater Subdivision</u> Request to award a contract to the developer, Lennar Homes, LLC., in the amount of \$3,095,185.44 for construction by Baker, of the Veterans Parkway – Stillwater Subdivision utilities projects
Total Award				\$6,153,471.15			

JEA AWARDS COMMITTEE
FEBRUARY 4, 2021 MEETING MINUTES

The JEA procurement Awards Committee met on February 4, 2021, in person with a WebEx option

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chairperson, Laure Whitmer as Budget Representative, Julie Davis as Office of General Counsel Representative; with Steve Tuten, Joe Orfano, Stephen Datz, Alan McElroy, and Wayne Young as voting Committee Members.

Chair McCollum called the meeting to order at 10:01 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

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:

1. Approval of the minutes from the last meeting (01/29/2021). Chair McCollum verbally presented the Committee Members the proposed January 29, 2021 minutes contained in the committee packet.

MOTION: Steve Tuten made a motion to approve the January 29, 2021 minutes (Award Item 1). The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-11:

2. Request approval to reassign the previously awarded Versalift Southwest, LLC for JEA's FY22 aerial duty fleet capital requirements to Time Manufacturing Company, subject to the availability of lawfully appropriated funds.

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

3. Request approval for a contract amendment for Gresco Supply Three-Phase Transformers for JEA Inventory Stock Agreement in the amount of \$963,507.01, for a new not-to-exceed total of \$4,211,039.88, subject to the availability of lawfully appropriated funds.

MOTION: Joe Orfano made a motion to approve Award Item 3 as presented in the committee packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

4. Request approval for a contract increase for the Wesco Distribution, Inc. Three-Phase Transformers for JEA Inventory Stock Agreement in the amount of \$76,706.73, for a new not-to-exceed total of \$570,922.43, subject to the availability of lawfully appropriated funds.

MOTION: Wayne Young made a motion to approve Award Item 4 as presented in the committee packet. The motion was seconded by Steve Tuten and approved unanimously by the Awards Committee (5-0).

5. Request approval to award a contract to the contractor, J.B. Coxwell Contracting, Inc. for the construction of the Palm Ave WM Replacement in the amount of \$1,311,847.50, subject to the availability of lawfully appropriated funds.

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

6. 039-20 - Request approval to award a contract amendment to Presidio for the Cisco Replacement Server Equipment and Support in the amount of \$301,945.48, for a not-to-exceed amount of \$1,509,486.43, subject to the availability of lawfully appropriated funds.

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

7. 014-21 – Request approval to award a contract to Zabatt Engine Services, Inc. dba: Zabatt Power Systems Inc. for the Purchase and Installation of Generators for JEA Lift Stations in the amount of \$549,082.90, subject to the availability of lawfully appropriated funds.

MOTION: Alan McElroy made a motion to approve Award Item 7 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

8. 083-20 - Request approval to rescind this solicitation, and reject all Responses received in anticipation of rebidding.

MOTION: Stephen Datz made a motion to approve Award Item 8 as presented in the committee packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

9. 1410256648 - Request approval to award a contract to Marmon Utility LLC for construction services for the replacement of circuit 692 in the amount of \$1,752,499.49, subject to the availability of lawfully appropriated funds.

MOTION: Steve Tuten made a motion to approve Award Item 9 as presented in the committee packet. The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

10. 1410242853 – Request approval to award a contract to Superior Row Services, LLC, for the construction of the Beaver Street Patrol Road in the amount of \$766,637.16, subject to the availability of

lawfully appropriated funds.

MOTION: Alan McElroy made a motion to approve Award Item 10 as presented in the committee packet. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

11. 005-21 – Request approval to award a contract to Amco Pump Manufacturing, Inc. (\$391,433.00) for six inch trailer mounted pumps and Power and Pumps, Inc. (\$175,664.00) for eight inch trailer mounted pumps in the amount of \$567,097.00, subject to the availability of lawfully appropriated funds.

MOTION: Steve Tuten made a motion to approve Award Item 11 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee for consideration.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 10:48 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/



Formal Bid and Award System

Award #2 February 18, 2021

Type of Award Request: JOINT PROJECT
Requestor Name: Paula, Richard
Requestor Phone: (904) 665-6985
Project Title: FDOT-437319-1 SR 10 - Beaver St Water Main and Gravity Sewer Replacement – Edgewood Ave N to McDuff Ave N
Project Number: 8005688 W; 8006425 S
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 the utility construction costs associated with the FDOT SR10 (US90) from Edgewood to McDuff Project, based on actual bids received by the FDOT 01/27/2021. The project includes roadway surface replacement and improvements.

The following items were included in the construction bid document:

Sewer

- Remove and replace 474 LF of 8” gravity sanitary sewer
- Reconnect new sanitary sewer services lines to the new gravity sanitary sewer

Water

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

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

RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
FLORIDA DEPT OF TRANSPORTATION	FDOT, c/o Wells Fargo Bank, N.A., 1 Independent Drive, Jacksonville FL 32202	(813) 225-4338	\$1,049,194.77

Amount for entire term of Contract/PO: \$1,049,194.77
Award Amount for remainder of this FY: \$1,049,194.77
Length of Contract/PO Term: Project Completion

Begin Date: 04/21/2021
End Date: Project Completion (Expected: April 2022)
JSEB Requirement: N/A - FDOT
BIDDER:

Name	Amount
FLORIDA DEPT OF TRANSPORTATION	\$1,049,194.77

Background/Recommendations:

Originally approved by the Awards Committee on 07/16/2020 in the amount of \$814,248.18. A copy of the original award is attached as backup.

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

JEA's utility construction work was included with FDOT's bid and will be constructed by FDOT's contractor via the terms of the existing JEA/FDOT Master Agreement.

The FDOT completed their bidding process 01/27/2021, as per the attached documents. Preferred Materials, Inc. was deemed the lowest, responsive Bidder by the FDOT. The bid and agreement fees are approximately 8.9% higher than JEA’s construction estimate of \$1,710,707.00. The Bid amount is deemed reasonable when compared to similar projects.

This request is to reconcile the initial estimate paid to FDOT, with the Bids received, as described below. The award is higher than FDOT’s engineer initial estimate due to the FDOT engineer underestimating costs for many of the construction items.

Summary of charges:

Total bid for JEA’s portion: \$1,798,442.95 (includes contingency and admin fee)
 Additional FDOT fee for soil and groundwater contamination disposal: \$65,000.00
 Total owed to FDOT: \$1,863,442.95

Already paid to FDOT (July 2020): \$814,248.18
 Remaining to be paid: \$1,049,194.77

Per the terms of the master agreement, since the bid for the utility work came in higher than JEA’s pre-bid funds transfer, JEA needs to transfer funds to the FDOT prior to them awarding the contract for the project.

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 \$1,049,194.77, 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
GM: Vu, Hai X. – Interim GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative

Date



Formal Bid and Award System

Award #3 July 16, 2020

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

Scope of Work:

This is a request to advance funds to the Florida Department of Transportation (FDOT) in accordance with the JEA/FDOT Master Agreement for the utility construction costs associated with the FDOT SR10 (US90) from Edgewood to McDuff project. The project includes roadway surface replacement and improvements. The FDOT Contractor will construct approximately 1957 linear feet (LF) of new 8" PVC water main, 90 LF of new 6" PVC water main, 10 LF of new 4" PVC water main, 30 LF of new 2" poly water main, abandon in place 1145 LF of existing 2" galvanized water main, and remove of 1980 LF of existing 6" and 8" AC water main and associated sewer main work.

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

RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
FLORIDA DEPT OF TRANSPORTATION	FDOT, c/o Wells Fargo Bank, N.A., 1 Independent Drive, Jacksonville FL 32202	(813) 225-4338	\$814,248.18

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

Background/Recommendations:

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

The following items are included in the construction bid document:

Water

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

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

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

The project details are below:

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

Request approval to award payment to Florida Department of Transportation for the FDOT 437319-1 SR10 (US90) Beaver St. from Edgewood to McDuff project in the amount of \$814,248.18, subject to the availability of lawfully appropriated funds.

Manager: Sulayman, Mickhael S. - Mgr W/WW Project Management
Director: Conner, Sean M. – Dir W/WW Project Engineering & Construction
Chief: Vu, Hai X. – Interim General Manager Water/Wastewater Systems

APPROVALS:

 _____ 7/16/2020

Chairman, Awards Committee **Date**

Laure A Whitmer _____ 7/16/2020

Budget Representative **Date**



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 S. Marion Avenue
Lake City, FL 32025

KEVIN J. THIBAUT, P.E.
SECRETARY

Date 2/10/2021 | 3:17 PM EST

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

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

Dear Mr. Sulayman:

This is your approved **Utility Work Order No. 6 /Notice to Proceed** in the amount of **\$1,049,194.77** for the construction work needed for JEA Water & Sewer relocation of facilities along SR10 as reflected under the terms of the of the executed **Utility Work by Highway Contractor Master Agreement (at UAO and FDOT Expense Combined)** dated December 7, 2000.

The Department of Transportation is requesting deposit of the required funds by **February 22, 2021**.

Sincerely,

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

Enclosures

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET

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

1. Participants Name: JEA Water & Sewer
 Participants Address: 21 West Church Street-T4
 City, State, Zip: Jacksonville, FL 32202
 Contact: Mickhael Sulayman Phone Number: (904) 665-6985
 E-Mail Address: sulams@jea.com Fax Number: (904) 665-5303
 Federal Employer ID # and address sequence: F592983007004
 FEID# has a verified W-9 registered with the Department of Financial Services: Yes No In Process

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

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

4. Agreement Date: 12/7/2000 5. Date Form Modified: 2/10/2021

6. Agreement Amount: \$2,014,568.95 7. Escrow Deposit Due Date: 2/22/2021

Amount Due: \$ 1,049,194.77 Additional Deposit Due Date: _____

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

Amount Due: \$ _____

8. County Name: DUVAL 9. FDOT County Number: 72

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

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

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

Bid Items Lump Sum

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

12. Description of work: JEA W/S facilities relocation by FDOT Highway Contractor. Includes roadway removal and replacement.

13. Financial Project # Including 6x Phases	14. Amount	15. Work Program Fund Code	16. Federal Part or Non-Federal Part.	17. Contract #	18. % to Bill
437319-1-32-01	\$104,841.00	LF	0	N/A	100%
437319-1-C2-01	\$24,835.00	LF	0	N/A	100%
437319-1-52-01	\$616,599.87	LF	0	N/A	100%
437319-1-56-01	\$1,145,993.41	LF	0	N/A	100%
437319-1-66-01	\$57,299.87	LF	0	N/A	100%
437319-1-C2-06	\$65,000.00	LF	0	N/A	100%

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

20. Comments: WO#6: Bid Reconciliation: Revised Items 52-01, 56-01 and 66-01. PSEE approval 2/10/21.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK ORDER CHANGE NO. 6

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

A.

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

B.

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

C.

ESTIMATED COST OF WORK DUE TO THIS CHANGE:							
ITEM NO.	ITEM	UNIT	UNIT PRICE	WORK ELIMINATED (-)		ADDITIONAL WORK (+)	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
437319-1-56-01	WO #6						\$462,799.50
437319-1-66-01	WO #6						\$26,245.40
437319-1-52-01	WO #6						\$560,149.87
Sub-Totals.....							\$1,049,194.77
Net Cost of Construction Changes, this order.....							\$1,049,194.77
Cost of Construction Changes, previously ordered.....							\$965,374.18
Net Total Cost Construction Changes to Date.....							\$2,014,568.95
Contract Amount.....							\$2,014,568.95
Estimated Cost of Work Authorized to Date.....							\$2,014,568.95

Recommended: 02/10/2021 Date Approved: 2/10/2021 | 3:17 PM EST Date

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

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

Division Administrator
Federal Highway Administration
Typed Name

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



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

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

ESCROW WIRING and ACH INSTRUCTIONS

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

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

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.

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

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

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

2. Performance of Utility Work

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

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

3. Cost of Utility Work

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

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

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

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

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

4. Claims Against UAO

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

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

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

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

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

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

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

FOR NON-GOVERNMENT-OWNED UTILITIES,

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

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

8. Force Majeure

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

9. Miscellaneous

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

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(AT UAO AND FDOT EXPENSE COMBINED)

"A" of Assurances is not required.

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

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

If to the FDOT:

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

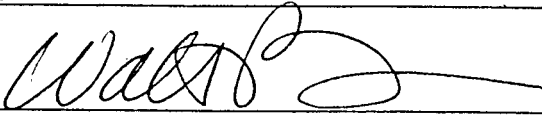
10. Certification

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

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

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

UTILITY: JEA

BY: (Signature) 

DATE: 11/14/07

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

(Typed Title: _____)

Recommend Approval by the State Utility Engineer

BY: (Signature) 

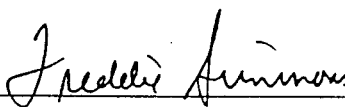
DATE: 12/7/2000

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)

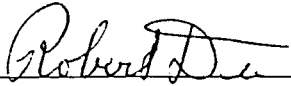
BY: _____

DATE: _____

(Typed Name: _____)

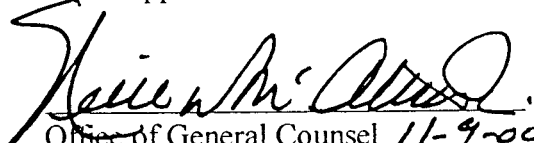
(Typed Title: _____)

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

Financial Project ID 437319-1-56-01

Table A - Schedule of Values

Prime Contractor Name: Preferred Materials Inc

Date:		<u>6/29/2020</u>	Revision #:				
Item	JEA Spec. No.	Description	Quantity	Units	Unit Price	Total Price	
<u>POTABLE WATER</u>							
1	801.III.2.2	OUT-OF-SERVICE PLACEMENT OF PIPING BY PLUGGING, 2", GLV	1145	LF	\$ 14.07	\$ 16,110.15	
2	801.III.2.4	REMOVING PIPE BELOW GRADE, 6"	60	LF	\$ 105.41	\$ 6,324.60	
3	801.III.2.4	REMOVING PIPE BELOW GRADE, 8", AC	1920	LF	\$ 102.91	\$ 197,587.20	
4	801.XIII.1	FURNISHING AND INSTALLING PIPELINE, 2", Poly	30	LF	\$ 103.00	\$ 3,090.00	
5	801.XIII.1	FURNISHING AND INSTALLING PIPELINE, 4", PVC	10	LF	\$ 270.45	\$ 2,704.50	
6	801.XIII.1	FURNISHING AND INSTALLING PIPELINE, 6", PVC	90	LF	\$ 202.89	\$ 18,260.10	
7	801.XIII.1	FURNISHING AND INSTALLING PIPELINE, 8", PVC	1957	LF	\$ 154.75	\$ 302,845.75	
8	801.XIII.2	FURNISHING AND INSTALLING FITTINGS, 4"	2	EA	\$ 1,111.13	\$ 2,222.26	
9	801.XIII.2	FURNISHING AND INSTALLING FITTINGS, 6", DI	15	EA	\$ 1,904.92	\$ 28,573.80	
10	801.XIII.2	FURNISHING AND INSTALLING FITTINGS, 8" DI	22	EA	\$ 2,702.13	\$ 59,446.86	
11	801.XIII.6.1	SPLIT RING PIPE BELL RESTRAINTS - (Existing Mains)	11	EA	\$ 2,490.21	\$ 27,392.31	
12	801.XIV.1	FURNISHING AND INSTALLING FIRE HYDRANTS	1	EA	\$ 6,568.80	\$ 6,568.80	
13	801.XIII.9	REPLACEMENT/RELOCATION RESIDENTIAL WATER SERVICE, 2"	3	EA	\$ 2,662.71	\$ 7,988.13	
14	801.XIII.12	TEMPORARY SAMPLE TAPS	8	EA	\$ 1,183.01	\$ 9,464.08	
15	801.XIII.11	COMPLIANCE SAMPLE TAPS (JEA PLATE W-27)	8	EA	\$ 1,286.85	\$ 10,294.80	
16	801.XIV.3	FURNISHING AND INSTALLING VALVES, 4" GATE VALVES	2	EA	\$ 1,905.02	\$ 3,810.04	
17	801.XIV.3	FURNISHING AND INSTALLING VALVES, 6" GATE VALVES	6	EA	\$ 2,258.54	\$ 13,551.24	
18	801.XIV.3	FURNISHING AND INSTALLING VALVES, 8" GATE VALVES	6	EA	\$ 3,069.81	\$ 18,418.86	
19	801.XIV.7.1	VALVE BOX AND COVER ADJUSTMENT	2	EA	\$ 3,117.08	\$ 6,234.16	
20	801.XIII	EXISTING WATER SERVICE CONNECTION LOCATION CONFIRMATION	17	EA	\$ 1,034.66	\$ 17,589.22	
21	801.III.2.2	TAKE EXISTING CONNECTIONS OUT OF SERVICE'	17	EA	\$ 1,034.66	\$ 17,589.22	
22	801.XIII.8	FURNISHING AND INSTALLING NEW WATER SERVICE-1" LONG SIDE	1	EA	\$ 6,678.80	\$ 6,678.80	
23	801.XIII.8	FURNISHING AND INSTALLING NEW WATER SERVICE-1" SHORT SIDE	16	EA	\$ 1,760.86	\$ 28,173.76	
24	801.XIV.5	FURNISHING AND INSTALLING WATER METER BOXES	17	EA	\$ 2,036.01	\$ 34,612.17	
Total Lump Sum Water Utility Work						\$ 845,530.81	
Load in Bid Document under FDOT Pay Item No. 1000-6							
<u>SANITARY SEWER</u>							
25	801.III.2.4	REMOVING PIPE BELOW GRADE, 8"	474	LF	\$ 137.96	\$ 65,393.04	
26	801.XVI.1	WASTEWATER PIPING FURNISH AND INSTALL, 8", PVC	474	LF	\$ 219.26	\$ 103,929.24	
27	801.XV.4	CONNECTION TO EXISTING SEWAGE MANHOLE	4	LF	\$ 3,594.90	\$ 14,379.60	
28	801.XV.6	MANHOLE TOP ADJUSTMENT	4	EA	\$ 3,142.95	\$ 12,571.80	
Total Lump Sum Sanitary Sewer Utility Work						\$ 196,273.68	
Load in Bid Document under FDOT Pay Item No. 1000-5							
						TOTAL:	\$ 1,041,804.49
						10% Cont:	\$ 104,180.45
							\$ 1,145,984.94

Exhibit “A”

Scope of Work

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



Formal Bid and Award System

Award #3 February 18, 2021

Type of Award Request: JOINT PROJECT
Requestor Name: Paula, Richard
Requestor Phone: (904) 665-6985
Project Title: FDOT-439368-1 SR 212- (US90/Beach Blvd) from Southside Blvd to Eve Dr. – Water Main Replacement
Project Number: 182-120W
Project Location: JEA
Funds: Capital
Budget Estimate: \$420,000.00

Scope of Work:

This is a request to advance funds to the Florida Department of Transportation (FDOT) in accordance with the JEA/FDOT Master Agreement for the utility construction costs associated with the FDOT 439368-1 SR 212- (US90/Beach Blvd) from Southside Blvd to Eve Dr. Project, based on the Engineer of Record’s estimate. The project includes a comprehensive intersection/traffic pattern redesign and roadway reconstruction. The FDOT Contractor will construct approximately 850 linear feet (LF) of new 16” ductile iron pipe water main, eleven (11) valve box adjustments, one new hydrant, three 16” valves, and two short side water services.

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

RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
FLORIDA DEPT OF TRANSPORTATION	FDOT, c/o Wells Fargo Bank, N.A., 1 Independent Drive, Jacksonville FL 32202	(813) 225-4338	\$417,470.70

Amount for entire term of Contract/PO: \$417,470.70
Award Amount for remainder of this FY: \$417,470.70
Length of Contract/PO Term: Project Completion
Begin Date: August 2021
End Date: Project Completion (Expected: Feb 2022)
JSEB Requirement: N/A - FDOT

BIDDER:

Name	Amount
FLORIDA DEPT OF TRANSPORTATION	\$417,470.70

Background/Recommendations:

JEA’s water mains are within the FDOT’s project footprint/right-of-way. The design consultant has identified all conflicts associated with the roadway project and designed all conflict resolutions per JEA standards and specifications.

This project will remove and replace portions of the existing water mains within the project limits of the FDOT 439368-1 SR 212- (US90/Beach Blvd) from Southside Blvd to Eve Dr. project.

FDOT project 439368-1 includes the comprehensive redesign of the intersection of Beach Blvd. and Southside Blvd. Traffic patterns will be greatly revised on Beach Blvd between Newell Blvd. (west of Southside) and Barkley Road (east of Southside) due to the diverging diamond intersection design. Substantial areas of pavement will be added, along with lighting and signalization revisions. In addition to the roadway changes, a large retention pond will be added in the grassed Southeast quadrant of the intersection.

Due to the pavement areas being added/modified on Beach Blvd., a 500 foot portion of the existing 16" water main running on the north side of Beach Blvd between the Southside Blvd. North on ramp and Eve Drive would be under new pavement, crossing several lanes, and be in conflict with the FDOT's new storm sewer system. This is undesirable as JEA would need to shut down Beach Blvd. eastbound completely to repair this main should it break.

This project includes two primary components. The major component is the installation of approx. 500 LF of new 16" DI WM, replacing two existing water services, and removing and installing one fire hydrant. New valves will be placed on the ends of the new segment. The existing water main will be isolated and placed out of service via grout filling.

The second component of the project includes the removal and replacement of approx. 350 LF of 16" DI water main in the southeast quadrant of the intersection where the new retention pond will be constructed. Sections of the existing 16" main will be removed so as to not interfere with the new pond bottom and sides.

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

Request approval to award payment to Florida Department of Transportation for the FDOT 439368-1 SR 212- (US90/Beach Blvd) from Southside Blvd. to Eve Dr. project in the amount of \$417,470.70, 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
GM: Vu, Hai X. – Interim GM Water/Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 S. Marion Avenue
Lake City, FL 32025

KEVIN J. THIBAUT, P.E.
SECRETARY

Date: 1/11/2021 | 4:15 PM EST

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: 439368-1-56-01
Federal No. – D220-086-B
County – Duval
State Road – SR 212
Project Location – SR 212 (US90/Beach Blvd) From Southside Blvd To Eve Drive

Dear Mr. Sulayman,

This is your approved **Utility Work Order No.2 /Notice to Proceed** in the amount of **\$417,470.70** for the construction work needed for JEA Water & Sewer facilities along SR 212 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 February 05, 2021.

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: Peter Osborne – Project Management – Email
D2 Estimates – Email
Office of Comptroller – Charmaine Small - Email
File – Letter & Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

710-010-04
UTILITIES
04/10

UTILITY WORK ORDER CHANGE NO. 2

Financial Project ID: 439368-1-56-01	Federal Project ID: D220-086-B
County: Duval	State Road No.: 212
District Document No: 1	
Utility Agency/Owner (UAO): JEA Water & Sewer	

A.

1. The Agency is hereby authorized to observe the following changes in the plans and/or specifications to the subject Utility Agreement, and to perform such work accordingly, further described as:
UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT (AT UAO AND FDOT EXPENSE COMBINED)

2. The items of work covered by this Work Order Change are referenced to an Agreement of record dated 12/07/2000, and no Supplemental Agreement is required.

B.

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

a. ATTACHED.

b. INCLUDED IN THE HIGHWAY CONTRACT PLANS.

2. The cost of this Utility Work is:

a. NONREIMBURSABLE

b. REIMBURSABLE

(1) Force Account Method

(2) Lump Sum Method


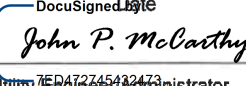

(3) Third Party Contract Method

C.

ESTIMATED COST OF WORK DUE TO THIS CHANGE:							
ITEM NO.	ITEM	UNIT	UNIT PRICE	WORK ELIMINATED (-)		ADDITIONAL WORK (+)	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
439368-1-56-01							\$399,319.80
439368-1-62-01							\$18,150.90
Sub-Totals.....							\$417,470.70
Net Cost of Construction Changes, this order.....						\$0.00	\$417,470.70
Cost of Construction Changes, previously ordered.....							\$33,796.95
Net Total Cost Construction Changes to Date.....							\$451,267.65
Contract Amount.....							\$451,267.65
Estimated Cost of Work Authorized to Date.....							\$451,267.65

Recommended: _____ 01/04/2021 _____ Approved: _____ 1/11/2021 | 4:15 PM EST _____ Approved: _____

Date Date Date

 District Utility Coordinator  District Utility Engineer/Administrator  Division Administrator
Federal Highway Administration

Chad Chancey John P. McCarthy _____
Typed Name Typed Name Typed Name

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 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: _____

6. Agreement Amount: \$451,267.65 7. Escrow Deposit Due Date: 10/30/2020

Amount Due: \$ \$417,470.70 Additional Deposit Due Date: 02/05/2021

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: Construction work needed for 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
439368-1-32-01	\$33,796.95	LF	1		100%
439368-1-56-01	\$399,319.80	LF	1		100%
439368-1-62-01	\$18,150.90	LF	1		100%

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

20. Comments: WO#2 For Construction work needed for JEA Water & Sewer Facilities.
PSEE funding request updated on 01/04/2021.

**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.

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

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

3. Cost of Utility Work

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

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

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

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

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

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

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

4. Claims Against UAO

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

**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT
(AT UAO AND FDOT EXPENSE COMBINED)****5. Out of Service Facilities**

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

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

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

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

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

FOR NON-GOVERNMENT-OWNED UTILITIES,

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

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

8. Force Majeure

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

9. Miscellaneous

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

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

"A" of Assurances is not required.

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

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

If to the FDOT:

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

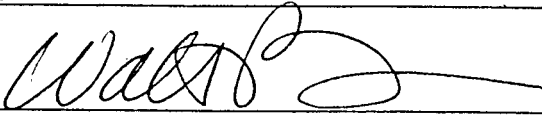
10. Certification

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

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

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

UTILITY: JEA

BY: (Signature) 

DATE: 11/14/07

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

(Typed Title: _____)

Recommend Approval by the State Utility Engineer

BY: (Signature) 

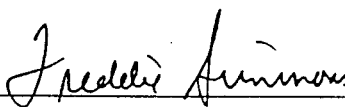
DATE: 12/7/2000

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: _____)

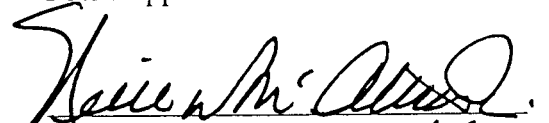
(Typed Title: _____)

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

439368-1-56-01: The cost within this agreement reflects JEA Water & Sewer’s construction work needed for their facilities to accommodate FDOT’s construction along State Road 212 (US90/Beach Blvd).

Financial Project ID 439368-1-56-01

Table A - Schedule of Values

Prime Contractor Name:

Date:		11/8/2020		Revision #:		2	
Item	JEA Spec. No.	Description	Quantity	Units	Unit Price	Total Price	
POTABLE WATER							
1	801.XIII.2	Furnish and Install 16" Mech. Jt. D.I. Sleeve / Coupling	1	EA	\$ 997.00	\$ 997.00	
2	801.XIII.6	Furnish and Install 16" Bell Restraints	23	EA	\$ 705.00	\$ 16,215.00	
3	801.XIII.1	Furnish and Install 16" Ductile Iron Pipe PC 250 PSI Water Main	818	LF	\$ 270.00	\$ 220,860.00	
4	801.XIII.2	Furnish and Install 16" 45 Degree Mech. Jt. D.I. Bend	15	EA	\$ 915.00	\$ 13,725.00	
5	801.XIII.2	Furnish and Install 6" 45 Degree Mech. Jt. D.I. Bend	1	EA	\$ 297.00	\$ 297.00	
6	801.XIII.2	Furnish and Install 16" x 6" Mech. Jt. D.I. Tee	1	EA	\$ 1,222.50	\$ 1,222.50	
7	801.XIV.3	Furnish and Install 6" Gate Valve	1	EA	\$ 1,030.00	\$ 1,030.00	
8	801.XIII.1	Furnish and Install 6" PVC (DR-18) Water Main	30	LF	\$ 35.50	\$ 1,065.00	
9	801.XIII.6.1	Furnish and Install Split Ring Pipe Bell Restraints- Exist. 16" water main	3	EA	\$ 1,300.00	\$ 3,900.00	
10	801.XIV.1	Furnish and Install Fire Hydrant	1	EA	\$ 3,050.00	\$ 3,050.00	
11	801.XIII.9	Replace 1.5" Water Service (Short Side)	1	EA	\$ 765.00	\$ 765.00	
12	801.XIII.9	Replace 1" Water Service (Short Side)	1	LF	\$ 640.00	\$ 640.00	
13	801.III.2.4	Remove 16" Water Main Valves and Fittings - Below Grade	865	LF	\$ 13.50	\$ 11,677.50	
14	801.III.2.4	Remove 8" Water Main, Valves and Fittings - Below Grade	36	LF	\$ 11.50	\$ 414.00	
15	801.III.3	Remove existing Fire Hydrant and Deliver to JEA	1	EA	\$ 850.00	\$ 850.00	
16	801.XIII.7	Furnish and Install Concrete Thrust Collar	1	EA	\$ 950.00	\$ 950.00	
17	801.XIV.7	Furnish and Install Valve in Existing Pipeline -(1) 16" PVC & (2)16" DIP	3	EA	\$25,000.00	\$ 75,000.00	
18	801.XIII.11	Furnish and Install Compliance Sample Tap	2	EA	\$ 1,820.00	\$ 3,640.00	
19	801.XIII.12	Furnish and Install Temporary Sample Taps	4	EA	\$ 1,680.00	\$ 6,720.00	
					\$ -	\$ -	
					\$ -	\$ -	
Total Lump Sum Water Utility Work						\$ 363,018.00	
FDOT Handling of the JEA portion of the project (10%)						\$ 36,301.80	
FDOT CEI Services (5%)						\$ 18,150.90	
Total WM Construction Costs:						\$ 417,470.70	



Formal Bid and Award System

Award #4 February 18, 2021

Type of Award Request: PROPOSAL (RFP)

Request #: 35

Requestor Name: Rager, Greg

Requestor Phone: (904) 665-8136

Project Title: Continuing Engineering Services- Fiber Optic Route Design and Engineering-Transmission and Distribution

Project Number: 8006708

Project Location: JEA

Funds: Capital

Award Estimate: \$750,000.00

Scope of Work:

The purpose of this solicitation is for JEA to solicit proposals from companies that are qualified to provide continuing engineering services for fiber optic route design within electrical transmission and distribution supply space (the “Work” or “Services”). The Work is generally described as performing engineering and design services as requested from time to time by JEA for which the estimated construction cost of each individual project does not exceed \$4,000,000.00 or the professional service fees for an individual study do not exceed \$500,000.00 as set forth in Florida Statutes Section 287.055, known as the Consultants' Competitive Negotiation Act (CCNA).

JEA IFB/RFP/State/City/GSA#: 1410238846

Purchasing Agent: Dambrose, Nickolas C.

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PICKETT & ASSOCIATES, INC.	Russell Coby	rcoby@pickettusa.com	10151 Deerwood Park Boulevard Jacksonville, FL 32256	(904)382-9514	\$750,000.00

Amount for entire term of Contract/PO: \$750,000.00

Award Amount for remainder of this FY: \$145,833.33

Length of Contract/PO Term: Three (3) Years w/One (1) - 1 Yr. Renewal

Begin Date (mm/dd/yyyy): 02/15/2021

End Date (mm/dd/yyyy): 02/14/2024

Renewal Options: YES – One (1) – 1 Yr. Renewal

JSEB Requirement: JSEB participation included as an evaluation criterion

Comments on JSEB Requirements: Four Percent (4%) Evaluation Criteria
Environmental Resource Solutions (1%),
Meskel and Associates Engineering (1%)
Johnson Survey and Mapping (2%)

BIDDERS:

Name	Amount	Rank	Score	Disqualified
PICKETT & ASSOCIATES, INC.	\$750,000.00	1	78	No
MOT MACDONALD	\$0.00	2	75	No
POWER ENGINEERS INC.	\$0.00	3	71	No
TILSON TECHNOLOGY MANAGEMENT	\$0.00	4	65	No

Background/Recommendations:

Advertised 11/24/2020. Two (2) Companies attended the optional pre-proposal meeting on 11/30/2020. At Proposal opening on 12/15/2020, JEA received four (4) Proposals. The Proposals were independently evaluated and scored utilizing past performance, professional staff experience, proximity, and JSEB participation. Pickett & Associates earned the highest ranking average score. Attached as backup is the evaluation matrix summary and negotiated rates.

This request is for three (3) years and \$750,000.00 not to exceed cap for continuing engineering services for experienced fiber optic route design/engineering company that possess technical expertise in the operations, maintenance, and new construction of small to large fiber builds for municipal electric utilities. The work will consist primarily of Capital projects or tasks that are planned or developed throughout the course of a three (3) year contract period. It is expected that the company will have the expertise and resources to provide all of these services, and sufficient staff must be available in order to respond within forty-eight (48) hours in an emergency and within three (3) to four (4) days for routine requests. The major project in which the estimate and cap are based are listed below:

- Replacement of CATV River Crossing, Acosta Bridge via Emerson to Randall (Comcast Replacement)
- Replace the existing fiber with a 144 fiber from Phillips Hwy into the Control House located inside GEC
- Design and Build a fiber crossing on the Hart Bridge connecting A. Phillip Randolph and Atlantic Blvd
- Design and Build 144 fiber off of Beaver into WSSC
- Design and build 144 fiber approximately five miles to Nassau Regional Waste Water Treatment facility off of Amelia Concourse in Nassau County
- Bay Street fiber corridor build

Negotiations on standard labor rates based on project role, experience and expertise were negotiated, and will be utilized when each task is assigned. When comparing the average of the current hourly rates with the new rates, Pickett and Associate rates decreased by about 2% overall. The rates are deemed reasonable compared to other proposed historical rates for specialized work of this nature. Rates will be fixed for three (3) years with CPI increases allowable in the renewal year. The table below approximates the comparison between the most utilized current and proposed rates.

Current			New		% Change
B&V Description	JEA Description	Hourly Rate	Pickett & Associates	Hourly Rate	
Lead Engineer	Project Engineer	\$165.00	Engineer V	\$160.00	-3.030%
Lead Engineer	Design Engineer	\$137.00	Engineer IV	\$145.00	5.839%
Staff Engineer	Staff Engineer	\$118.00	Engineer III	\$125.00	5.932%
Staff Engineer	Staff Engineer	\$118.00	Engineer II	\$115.00	-2.542%
Staff Engineer	Staff Engineer	\$118.00	Engineer I	\$100.00	-15.254%

1410238846 - Request approval to award a contract to Pickett & Associates, Inc. for General Engineering Services in the amount of \$750,000.00, subject to the availability of lawfully appropriated funds.

Manager: Rager, Greg D. - Manager Technology Project Mgmt.

Director: Edgar, Cindy L. - Director, Technology Infrastructure

VP: Datz, Stephen H. – Interim Chief Information Officer

APPROVALS:

Chairman, Awards Committee

Date

Budget Representative

Date

S.No	Question	Weightage	Scorer	Scores			
				POWER ENGINEERS INC (EBBIE CLARK@POWERENCL.COM) MacRouard (Frank.Williams@powerencl.com) Weighted Scores	PICKETT AND ASSOCIATES (ccoy@pickettusa.com) Weighted Scores	TELSON TECHNOLOGY MANAGEMENT, INC. (johndmoulin@ttm.com) Weighted Scores	Weighted Scores
Grand Total of Scores				71	75	78	65
Supplier Rank				3	2	1	4
2	Professional Staff Experience	45		35	36	35	34
2.1	Respondent shall respond to the inquiry above by attaching a completed response in its own format.	100		35	36	35	34
			Greg Rager	43	44	43	41
			James Watson	16	23	19	18
			Louis Fleming	45	43	43	43
Question Average Score				35	36	35	34
Question Total of Scores				35	36	35	34
3	Company Experience & Design Approach	36		24	27	27	25
3.1	Maximum score for this criterion is 36 PDNT Proposer shall provide the following summary description of two (2) projects, one for each of the two categories below, which may include the two (2) projects submitted in the Minimum Qualifications Form. If the Company has performed work for JEA in the past five (5) years, at least	100		24	27	27	25
			Greg Rager	24	24	24	22
			James Watson	10	13	13	11
			Louis Fleming	27	22	24	21
4	Jacksonville Small & Emerging Business	5		4	4	2	0
4.2	Please Respond to the level of RFB participation below	100	Rha Scott	4	4	2	0
5	Lead Project Engineer Office Location and Staff Engineer Proximity to JEA	14		8	8	14	6
5.2	Please provide Lead Project Engineer Primary Office Address Below	100	Nikolas Dambrose	6	8	8	4
5.5	Please provide Staff Engineer Primary Office Address Below	100	Nikolas Dambrose	2	0	6	2



PICKETT®

February 9, 2021

Mr. Nickolas Dambrose
Purchasing Agent Senior
JEA Procurement
dambnc@jea.com

RE: Fee Proposal for General Engineering Services Fiber Optic Route Design and Engineering in the Transmission and Distribution

Dear Mr. Dambrose,

Pickett and Associates is pleased to offer the enclosed fee proposal for the General Engineering Services Fiber Optic Route Design and Engineering in the Transmission and Distribution Project.

If you have any questions or require additional information, please do not hesitate to contact me. We look forward to working with JEA and are committed to a safe and successful relationship.

Sincerely,

J. Russell Coby
Program Manager
O: (813) 877-7770 ext. 701
C: (904) 382-9514
rcoby@pickettusa.com
www.pickettusa.com



FEE PROPOSAL

1.1 Terms and Conditions

Pickett proposes to perform this work on a not-to-exceed, time and expense basis under the terms and conditions of the provided contract with the following exceptions and clarifications.

Page	Section	Exception
21	2.1.6 Indemnification	Strike of the word "Defend". Pickett does not wish to be responsible to obtain, at our cost, an attorney for the project owner.

1.2 Labor Rates

Pickett proposes the attached labor rate schedule.

1.3 Expenses

Expenses are proposed as reimbursable for travel and other direct receipt expenses on an as-needed basis if or when JEA requests. Mileage is reimbursed at the current IRS rates. Lodging, meals, and other direct expenses will be provided in monthly invoices.

1.4 Subcontracts

Subcontracts will be established as necessary by each detailed scope of work. We propose to supply proposals and execute work on a unit price basis. Subcontract costs will include a six percent (6%) markup for administration and management of the contracts. This will be invoiced with the regularly monthly invoice in the month which the subcontract invoice is received.



General Engineering Services Fiber Optic Route Design
and Engineering in the Transmission and Distribution
Fee Proposal



APPENDIX 1
LABOR RATE SCHEDULE

Classification	Classification Requirements	Years of Service in Classification	Rate
Project Sponsor/Principal in Charge	MBA, BA, PE or PMP certification	15+ yrs	\$190.00
Director	BA, PE or PMP certification	12+ yrs	\$185.00
Project Manager	PMP certification or minimum of eight years experience	4-8 yrs	\$165.00
Project Controls Specialist	PMP certification or minimum of four years experience	2-7 yrs	\$95.00
Administration/Account Specialist	Associates degree or minimum of four years experience	0-4 yrs	\$55.00
Engineering Manager/Engineer VI	ABET accredited engineering degree and PE	15+ yrs	\$175.00
Engineer V	ABET accredited engineering degree and PE	12-15 yrs	\$160.00
Engineer IV	ABET accredited engineering degree and PE	8-12 yrs	\$145.00
Engineer III	ABET accredited engineering degree and PE	5-8 yrs	\$125.00
Engineer II	ABET accredited engineering degree	2-5 yrs	\$115.00
Engineer I	Entry level; ABET accredited engineering degree	0-2 yrs	\$100.00
Engineering Specialist IV	Engineering technician degree or equivalent	12+ yrs	\$135.00
Engineering Specialist III	Engineering technician degree or equivalent	7-12 yrs	\$115.00
Engineering Specialist II	Engineering technician degree or equivalent	4-7 yrs	\$100.00
Engineering Specialist I	Entry level; Engineering technician degree or equivalent	0-4 yrs	\$85.00
Engineering Field Specialist	ABET accredited engineering degree or PE	12-15 yrs	\$140.00
Survey Lead	Professional Surveyor and Mapper (PSM)	12-15 yrs	\$140.00
Survey Technician	Entry level; CST or equivalent certification	2-8 yrs	\$95.00
GIS Manager	MA, BA, or PE	12-15 yrs	\$120.00
GIS Technicians	BA or associates with minimum of four years experience	3-8 years	\$85.00
CAD/Drafter	BA or associates with minimum of four years experience	3-8 years	\$75.00



Formal Bid and Award System

Award #5 February 18, 2021

Type of Award Request: BID (IFB)
Request #: 55
Requestor Name: Sencer, Justin B.
Requestor Phone: (904) 665-6826
Project Title: Timawatha Ave. Force Main Replacement
Project Number: CP 175-46S
Project Location: JEA
Funds: Capital
Budget Estimate: \$396,904.00

Scope of Work:

This project replaces and reroutes an existing 6” asbestos cement (AC) force main along Timawatha Ave. with approximately 2,200 linear feet of 4” PVC force main along Acoma Ave., and replaces and reroutes an existing 4” AC force main from Pump Station #TAR-5582 to a new discharge tie-in point on the force main along Ortega Farms Blvd.

JEA IFB/RFP/State/City/GSA#: 018-21
Purchasing Agent: King, David
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
THE KENTON GROUP, INC. DBA BALDWIN'S QUALITY PLUMBING	Terence McKenzie	rhonda@baldwin plumbing.com	9556 Historic Kings Rd. South, Suite 312, Jacksonville, FL 32257	(904) 805-0660	\$420,810.12

Amount for entire term of Contract/PO: \$420,810.12
Award Amount for remainder of this FY: \$420,810.12
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 03/29/2021
End Date (mm/dd/yyyy): Project Completion (Expected: September 2021)
JSEB Requirement: Five Percent (5%) Goal

Comments on JSEB Requirements:

The Kenton Group is a JSEB firm

BIDDERS:

Name	Amount
THE KENTON GROUP, INC. DBA BALDWIN'S QUALITY PLUMBING	\$420,810.12
JAX UNDERGROUND UTILITIES, INC.	\$450,977.54

CALLAWAY CONTRACTING, INC.	\$453,370.00
T G UTILITY COMPANY, INC.	\$454,367.00
D B CIVIL CONSTRUCTION	\$631,475.78
J.D. HINSON COMPANY	\$688,116.11

Background/Recommendations:

Advertised on 12/22/2020. Ten (10) prime contractors attended the mandatory pre-bid meeting held on 12/29/2020. At Bid opening on 01/26/2021, JEA received six (6) Bids. The Kenton Group, Inc. dba Baldwin's Quality Plumbing is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup.

The award amount of \$420,810.12 is 6% higher than the budget estimate of \$396,904.00. The bid amounts were reviewed by JEA O&M, and the budget estimate unit prices were found to be lower than the average bids for pipe abandonment by grout filling, asphalt removal, paving repair, sidewalk installation, and 4" PVC pipe. The unit prices of the low bidder were found to be consistent with the other bidders. The low bidder does not appear to have overlooked any scope items and their unit prices are considered reasonable for the effort expected on this project.

018-21 – Request approval to award a contract to The Kenton Group, Inc. dba Baldwin's Quality Plumbing for construction services for Timawatha Ave. Force Main Replacement project in the amount of \$420,810.12, subject to the availability of lawfully appropriated funds.

Manager: Allsbrook, Jr., Robert B. - Mgr O&M Construction & Maintenance
Director: Scheel, Jackie B. - Dir W/WW Reuse Delivery & Collection
GM: Vu, Hai X. - Interim GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**

Appendix B - Bid Form
018-21 Timawatha Ave. Force Main Replacement

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: The Kenton Group, Inc.

Company's Address: 9556 Historic Kings Rd. S. #312 Jacksonville, FL 32257

License Number: CUC 1225272

Phone Number: 904-318-0267 FAX No: none Email Address: rhonda@baldwinsplumbing.com

BID SECURITY REQUIREMENTS

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

TERM OF CONTRACT

- One Time Purchase
 Other, Specify - Project Completion

SAMPLE REQUIREMENTS

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

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- None required
 Bond required 100% of Bid Award

QUANTITIES

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

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

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

ENTER YOUR BID FOR SOLICITATION 018-21

TOTAL BID PRICE

**Total Bid Price for the Project
(enter total from cell G65 in the Bid Workbook)**

\$ 420,810.12


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

BIDDER CERTIFICATION

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

We have received addenda

1 through 2


Handwritten Signature of Authorized Officer of Company or Agent

01/26/2021
Date

Terence McKenzie, President
Printed Name and Title

018-21 Appendix B - Bid Workbook
Timawatha Ave. Force Main Installation
(Enter values in yellow cells only)

*Unless otherwise noted, this column refers to paragraphs/sections found in the latest edition of the JEA's Water and Wastewater Standards Manual. This document can be found on www.jea.com.

**Reference found in this solicitation.

***Refer to Appendix A - Technical Specifications.

Item No.	Spec No.	Est. Qty.	Unit	Description	Unit Price	Extended Price
1	801.III.1.1	5	EA	Abandon Sewer Manhole	\$2,700.00	\$13,500.00
2	801.III.2.3	1,401	LF	Abandon Pipe - Grout Fill - 6" force main	\$25.00	\$35,025.00
3	801.III.2.3	345	LF	Abandon Pipe - Grout Fill - 6" force main	\$25.00	\$8,625.00
4	801.IV.5	20	CY	A-3 Sand Backfill	\$35.00	\$700.00
5	801.VIII	1,590	SY	Sod	\$6.00	\$9,540.00
6	801.IX.1	86	SY	Asph Pavt Removal	\$9.00	\$774.00
7	801.IX.2	86	SY	Paving Repair Cross Cuts & Patches	\$18.00	\$1,548.00
8	801.X.1	207	SY	Removal of Concrete Sidewalk	\$11.00	\$2,277.00
9	801.X.2	88	SY	Removal of Driveway	\$11.00	\$968.00
10	801.X.3	59	LF	Remove of Curb and Gutter	\$11.00	\$649.00
11	801.X.4	207	SY	Installation of Sidewalk	\$66.00	\$13,662.00
12	801.X.5	88	SY	Installation of Driveway	\$66.00	\$5,808.00
13	801.X.6	59	LF	Installation of Curb and Gutter	\$75.00	\$4,425.00
14	801.XVII.1	20	LF	6" PVC C900 DR18 Pipe	\$27.00	\$540.00
15	801.XVII.1	1,211	LF	4" PVC C900 DR18 Pipe	\$25.00	\$30,275.00
16	801.XVII.3	1	EA	4" x 4" Tee ELDI C153 Mech Jt	\$580.00	\$580.00
17	801.XVII.3	18	EA	4" 45d Ell ELDI C153 Mech Jt	\$330.00	\$5,940.00
18	801.XVII.3	2	EA	6" x 4" Reducer ELDI C153 Mech Jt	\$560.00	\$1,120.00
19	801.XVII.7	4	EA	4" Bell Restraint For PVC Pipe	\$92.00	\$368.00
20	801.XVIII.1	2	EA	4" Gate Valve MJ w/Box & Cover	\$1,120.00	\$2,240.00
21	801.XVIII.4	2	EA	Air Valve	\$9,600.00	\$19,200.00
22	914	2	EA	Connect to Existing FM	\$6,300.00	\$12,600.00

Tara Woods Force Main Installation

*Unless otherwise noted, this column refers to paragraphs/sections found in the latest edition of the JEA's Water and Wastewater Standards Manual. This document can be found on www.jea.com.

**Reference found in this solicitation.

***Refer to Appendix A - Technical Specifications.

Item No.	Spec No.	Est. Qty.	Unit	Description	Unit Price	Extended Price
23	801.III.2.3	2,560	LF	Abandon Pipe - Grout Fill - 4"	\$23.00	\$58,880.00
24	801.IV.5	20	CY	A-3 Sand Backfill	\$35.00	\$700.00
25	801.VIII	1,020	SY	Sod	\$6.00	\$6,120.00
26	801.IX.1	41	SY	Asph Pavt Removal	\$11.00	\$451.00
27	801.IX.2	41	SY	Paving Repair Cross Cuts & Patches	\$60.00	\$2,460.00
28	801.IX.6	501	SY	Existing Pavement Mill & Resurface	\$17.00	\$8,517.00
29	801.X.1	22	SY	Removal of Concrete Sidewalk	\$11.00	\$242.00
30	801.X.2	40	SY	Removal of Driveway	\$11.00	\$440.00

018-21 Appendix B - Bid Workbook
Timawatha Ave. Force Main Installation
(Enter values in yellow cells only)

*Unless otherwise noted, this column refers to paragraphs/sections found in the latest edition of the JEA's Water and Wastewater Standards Manual. This document can be found on www.jea.com.

**Reference found in this solicitation.

***Refer to Appendix A - Technical Specifications.

Item No.	Spec No.	Est. Qty.	Unit	Description	Unit Price	Extended Price
31	801.X.3	32	LF	Remove of Curb and Gutter	\$11.00	\$352.00
32	801.X.4	22	SY	Installation of Sidewalk	\$66.00	\$1,452.00
33	801.X.5	40	SY	Installation of Driveway	\$66.00	\$2,640.00
34	801.X.6	32	LF	Installation of Curb and Gutter	\$75.00	\$2,400.00
35	801.XVII.1	971	LF	4" PVC C900 DR18 Pipe	\$23.00	\$22,333.00
36	801.XVII.3	1	EA	4" x 4" Tee ELDI C153 Mech Jt	\$580.00	\$580.00
37	801.XVII.3	18	EA	4" 45d EII ELDI C153 Mech Jt	\$330.00	\$5,940.00
38	801.XVII.3	1	EA	4" 11.25d EII ELDI C153 Mech Jt	\$450.00	\$450.00
39	801.XVII.3	1	EA	4" Plug ELDI C153 Mech Jt	\$310.00	\$310.00
40	801.XVII.3	1	EA	6" x 4" Reducer ELDI C153 Mech Jt	\$600.00	\$600.00
41	801.XVII.7	4	EA	4" Bell Restraint For PVC Pipe	\$92.00	\$368.00
42	801.XVIII.1	2	EA	4" Gate Valve MJ w/Box & Cover	\$1,120.00	\$2,240.00
43	801.XVIII.4	2	EA	Air Valve	\$9,600.00	\$19,200.00
44	914	2	EA	Connect to Existing FM	\$6,300.00	\$12,600.00
				Cash Allowances		
Item No.	Spec No.	Est. Qty.	Unit	Description	Unit Price	Extended Price
45	2.17.10	1	LS	SWA Allowance	\$60,000.00	\$60,000.00
46	XVII.2	1	LS	Sewage Removal and Disposal Allowance	\$10,000.00	\$10,000.00

SUBTOTAL - WATER \$389,639.00

GENERAL/SPECIAL CONDITIONS (MAX. 10% OF SUBTOTAL) 8.0% \$31,171.12

TOTAL (Subtotal plus General Conditions & Special Conditions, inclusive transfer total to Page 1 Appendix B - Bid Form) \$420,810.12



Formal Bid and Award System

Award #6 February 18, 2021

Type of Award Request: MISCELLANEOUS (DEVELOPER AGREEMENT)
Request #: 6925
Requestor Name: Russell, Brad L. - Water Wastewater Engineer
Requestor Phone: (904) 665-7683
Project Title: Veterans Parkway - Stillwater Subdivision
Project Number: 8006916 & 8006915
Project Location: JEA
Funds: Capital
Award Estimate: \$3,334,837.00

Scope of Work:

The Veterans Parkway - Stillwater Subdivision projects are to be done under a cost participation agreement regarding construction of an extension to the Veterans Parkway and Stillwater subdivision in St. Johns County with associated infrastructure. The Agreement outlines that certain JEA system improvements are reimbursable to the Developer. Per the Agreement, JEA will reimburse the Developer, Lennar Homes, LLC, for the utility improvements associated with this construction.

Purchasing Agent: King, David

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
LENNAR HOMES, LLC./BAKER	Virginia Feiner	Ginny.Feiner@lennar.com	9440 Philips Hwy, Suite 7, Jacksonville, FL 32256	(904) 380-0778	\$3,095,185.44

Amount for entire term of Contract/PO: \$3,095,185.44
Award Amount for remainder of this FY: \$3,095,185.44
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 10/01/2020
End Date (mm/dd/yyyy): Project Completion (Est. 09/2021)
JSEB Requirement: N/A – Developer Agreement

BIDDERS:

Name	Amount
LENNAR HOMES, LLC./BAKER	\$3,095,185.44
VALLENCOURT	\$3,874,091.31
PETTICOAT-SCHMITT	DISQUALIFIED
AJ JOHNS	DISQUALIFIED

Background/Recommendations:

The Veterans Parkway - Stillwater Subdivision utilities projects are being constructed in accordance a developer’s agreement executed in December 2020 between JEA and Lennar Homes, LLC. The Agreement outlines that certain JEA system improvements are reimbursable to the Developer. Per the Agreement, JEA will reimburse the Developer, Lennar Homes, LLC, for the improvements associated with the Veterans Parkway - Stillwater Subdivision utilities projects. This utility system expansion will

allow for connection existing and future JEA facilities with existing system infrastructure and future customers.

The improvements consist of approximately 2,480 feet of 20 inch reclaimed water main, 13,000 feet of 24 inch reclaimed water main and 13,050 feet of 16-inch sewer force main and associated valves and fittings following Veterans Parkway and internal roadways of the Stillwater development as shown on the plans approved by JEA. These utilities satisfy JEA planned system improvements. JEA Planning will administrate this developer's agreement project. The timing of the project is during FY21 and follows the Developer's schedule.

This project's scope covers a major portion of the former scope of a JEA project which has been previously budgeted under index 417-72. Although it requires early funding, the cost to JEA will be substantially less due to developer participation. The developer has followed JEA procurement directives by advertising and awarding to the lowest responsible bidder.

The solicitation was advertised and a pre-bid meeting was held on 07/24/2020. Five (5) companies attended the pre-bid Meeting. The bids were opened on 08/07/2020. The developer requested bids for all JEA utility work and the project was awarded based upon the lowest total. The bids from AJ Johns and Petticoat-Schmitt were disqualified due not bidding all of the required work.

All of the bidders are listed above with Baker, being the lowest qualified bidder at \$3,095,185.44. This is lower than JEA's estimate and is deemed acceptable.

Request approval to award a contract to Lennar Homes, LLC for construction by Baker of the Veterans Parkway – Stillwater Subdivision utilities projects in the amount of \$3,095,185.44, subject to the availability of lawfully appropriated funds.

Manager: Mackey, Todd D. - Mgr W/WW System Planning
Director: Zammataro, Robert J. - Dir W/WW Planning & Development
GM: Vu, Hai X. - Interim GM W/WW Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**

**JEA COST PARTICIPATION
AGREEMENT FOR
EXTENSION OF UTILITY
SYSTEM**

THIS AGREEMENT, made and entered into this 30th day of Nov. 2020 by and between Lennar Homes, LLC whose address is 9440 Philips Hwy, Suite 7, Jacksonville, FL 32256 (hereinafter called "Developer"), and JEA, whose address is 21 W. Church St., Jacksonville, FL 32202 (hereinafter called "JEA").

WITNESSETH:

RECITALS. Developer owns certain real property in (St. Johns County), which is more particularly described on Exhibit "A" attached hereto and, by reference made a part hereof (hereinafter referred to as "Developer Property"). Developer has plans to develop immediately the Developer's Property by platting and/or other improvements thereon consisting of: 550 Lot subdivision, county road extension and associated infrastructure (hereinafter referred to as the "Development"). Developer desires to extend existing and proposed improvements to JEA's water, wastewater and/or reclaimed water system (hereinafter called "JEA's Utility System") to serve the Development by: approximately 2,480 feet of 20 inch reclaimed water main, 13,000 feet of 24 inch reclaimed water main and 13,050 feet of 16 inch sewer force main following Veterans Pkwy and internal roadways of the Stillwater development, as shown on the plans approved by JEA, (hereinafter called "Developer's Extension"). Developer also desires to reserve capacity in JEA's water, wastewater treatment and reclaimed water plants so that JEA can provide service to the Development without imposing a burden on its existing customers. JEA is willing to expand JEA's Utility System and to reserve such treatment capacity and provide such service, so that the Development may have furnished to it and to its occupants an adequate water supply and wastewater disposal system, subject to all the terms and conditions of this Agreement. JEA and the Developer recognize that water is a natural resource of limited supply and wastewater treatment and disposal is a necessity for public health. Thus, the water supply and disposal of wastewater must be regulated and controlled and the subject only of a reasonable and beneficial use to assure an adequate supply of water and adequate wastewater treatment capacity for all members of the public served by JEA. The Developer and JEA further recognize that the supply of water and wastewater disposal service by JEA to the Development is subject to regulation, prohibition, limitation and restriction by local, state and federal governmental agencies, as well as JEA.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, receipt of which is hereby acknowledged, Developer and JEA hereby covenant and agree as follows:

1. Conveyance of Developer's Extension. Developer shall, in accordance with the terms of this Agreement, (i) complete the Developer's Extension on or before 6/30/2021 and (ii) cause to be conveyed to JEA, free and

clear of all encumbrances, the Developer's Extension in consideration for the payment by JEA to Developer of the lump sum price of \$3,095,185.44 ("Contract Price") pursuant to Section 7 of this Agreement. Developer shall submit to JEA engineering plans and specifications for the Developer's Extension prepared by Developer's engineer and at Developer's cost, which plans and specifications shall be approved in writing by JEA prior to any construction. All construction of Developer's Extension shall be done by the Developer pursuant to JEA's purchasing code, standards and specifications at Developer's cost. Following conveyance by Developer, Developer's Extension, additions, repairs and replacements thereto shall at all times remain the sole, complete and exclusive property of and under the control of JEA, and the Developer shall have no right or claim in and to the Developer's Extension, but the Developer's Extension shall be used for providing service to the Development.

2. Plans. JEA will review said plans for constructability, hydraulic efficiency and conformity with JEA specifications. The Developer's plans should include a route survey depicting all improvements located in right of ways and/or dedicated easements including but not limited to: roads, driveways, landscaping, right of way boundaries, easements and existing utilities. *Soft digs and geotechnical surveys may be required and will be determined during the plan review phase.* Upon satisfactory completion of the aforementioned plan review process, a minimum of five (5) sets of signed and sealed engineering plans must be submitted to JEA Environmental Services for FDEP permit processing.

3. Permits. The Developer is responsible for procurement of all applicable permits and will submit to JEA one (1) copy of each permit issued for the project e.g.: FDEP, SJRWMD, applicable FDOT, County or City right of way permits, railroad crossing, etc. JEA reserves the right to withhold funding until all applicable permits have been obtained.

4. Contract Price. The Contract Price constitutes the total lump sum compensation payable to the Developer under this Agreement. All duties, responsibilities and obligations assigned to or undertaken by the Developer shall be at the Developers expense without change in the Contract Price. Should Developer make any changes to the design, plans and/or specifications after said Contract is executed, any additional costs associated with these changes shall be the responsibility of the Developer. Also, should circumstances be found by the awarded contractor which were not included in Developer's design, plan and specifications and result in additional costs to the awarded contractor, these additional costs shall also be the responsibility of the Developer.

5. Developer's Representative. The Developer is responsible for management of the construction phases of the project and will appoint a qualified professional engineer ("Engineer") licensed in the State of Florida as its project representative during the construction period. The Engineer will make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of the contractor's executed work. Based on information obtained during such visits and observations, Engineer will endeavor on the behalf of the Developer to determine, in general, if the work is

proceeding in accordance with the plans described in Section 2 of this Agreement, any document described on Exhibit B, as described in Section 6 of this Agreement, and the construction contract for the Developer's Extension.

6. Project Close-out and Acceptance. Project close-out shall occur when the Developer has made satisfactory completion of the construction and acceptance processes as stated herein and in Exhibit B titled, "JEA Project Checklist" and likewise satisfied the terms of this Agreement in full.

7. Payment Procedures. Upon satisfactory review of the Developer's Application for Payment by JEA's construction inspector, JEA shall make a 50% progress payment on account of the Contract Price. This 50% payment shall be measured by the schedule of values or in the case of unit price work, based on the number of units completed.

(a) Final Payment - Upon satisfactory completion of the Work in accordance with the project close-out and acceptance process as stated in Section 6 herein, the Developer shall submit to JEA a request for final payment for the balance of the contract amount. Upon review and approval of JEA Project Manager, JEA will pay the balance of the lump sum contract price.

(b) The Developer warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment whether incorporated in the Project or not, will pass to JEA no later than the time of payment free and clear of all liens, judgments, encumbrances and mortgages.

8. Indemnity and Hold Harmless Provisions. In special consideration of the work herein described, the sufficiency of which is hereby acknowledged, Developer hereby agrees as follows:

Developer shall hold harmless, indemnify and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not limited to attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to property arising out of or incidental to this Agreement, whether or not such injury is due to or caused by the negligence of JEA or otherwise, excluding only the sole gross negligence of JEA.

9. Grant of Easement and or Deed Rights. Developer shall grant to JEA, its successors and assigns, the (i) exclusive, perpetual right, privilege and easement to construct, reconstruct, operate, maintain, repair, replace, improve, alter, remove, relocate and inspect water transmission and distribution mains, wastewater collection mains, reclaimed water distribution mains, pipe lines, lateral lines, valves, connections and appurtenant equipment over, across and under a twenty (20) foot strip of land centered on where the system lies on the Developer's Property or (ii) for certain systems including but not limited to pump or lift stations, a fee simple conveyance by Special Warranty Deed over property of variable dimensions together with the right of ingress and egress for both (i) and (ii). The easement rights granted with respect to public places shall be subject to the authority of the public authority having jurisdiction over such public places. Prior to JEA providing service to the Development, Developer shall execute a grant or grants of easement and or deed, in recordable form to be approved by JEA, specifically granting to JEA the above rights necessary, in the discretion of JEA, to provide water and wastewater utility service to the

Developer's Property. Nothing contained in this Agreement shall prevent Developer or any subsequent owner of Developer's Property from exercising itself or granting exclusive or non-exclusive rights, privileges and/or easements to any other parties for the furnishing of utility services other than water and wastewater, provided that JEA's use, occupancy and enjoyment of its easements are not unreasonably interfered with. JEA shall not be obligated to furnish any water or wastewater service to any building which may be built on Developer's Property to which it does not have access.

10. Developer's Right to Connect. Provided that Developer has complied with the terms of this Agreement and provided that the Developer's Extension is installed with the approval of JEA and in compliance with the requirements of all public, governmental or other agencies having supervision, regulation, direction or control of such water and wastewater utility systems, JEA shall allow Developer or its successors in-title to connect the Developer's Extension into JEA's Utility System.

11. Contract Administration. Developer shall be responsible for administering the construction contract for the construction of Developer's extension. Developer shall be responsible for all costs associated with said contract administration. It shall also be Developer's responsibility to coordinate construction schedules of its contractors.

12. JEA's Right of Termination of Agreement and Service. Unless there is a material default of this Agreement by JEA which is not cured within ten (10) days following the receipt by JEA of Developer's notice of such default, JEA shall have the right to refuse to provide service, the right to terminate service to any building within Developer's Property, and the right to terminate this Agreement in the event Developer defaults or fails to comply with any of the terms and conditions of this Agreement in a timely manner and fails to cure such default or fails to comply within ten (10) days following the receipt by Developer of JEA's notice of such default or failure to comply. In the event of termination, Developer shall be responsible for all actual costs of removing the connection and restoring JEA's water and/or sewerage system(s) to the condition(s) existing immediately prior to the connection(s).

13. Force Majeure. Neither party shall be liable or responsible to the other party as a result of injury to property or person, or failure to comply with the terms hereof, proximately caused by Force Majeure. The term "Force Majeure" as employed herein shall be acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein which are beyond the control of the party claiming force majeure and qualify under Florida's impossibility of performance principles.

14. Approval by Governmental Agencies. JEA's obligations under this Agreement are contingent upon Developer obtaining all necessary approvals for Developer's Extension from all applicable governmental agencies. Developer hereby assumes the risk of loss as a result of the denial or withdrawal of the approval of any concerned governmental agency, or caused by an act of any governmental agency which affects the ability of JEA to provide

water , wastewater and/or reclaimed water service to Developer not within the sole control of JEA and which, by exercise of due diligence, JEA is unable to overcome.

15. No Prohibition of Further Extension. This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's extension to become overloaded and shall not adversely affect the reservation of capacity.

16. Modification of Development Plans. Should the Developer modify its development plans for Developer's Property which would require greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater facilities than the water and wastewater demands designed and approved under the engineering plans and specifications which are the subject of this Agreement, then Developer shall enter into a new agreement with JEA providing for the construction of such additional water or wastewater facilities meeting all JEA's and governmental design requirements and shall pay all additional contributions and fees as may be authorized by JEA's Tariff or the Florida Public Service Commission, or its successor, at the date said new agreement is executed.

17. Notice of Connection to Wastewater System. Developer shall give JEA written notice that Developer is connecting the Developer's Extension to JEA's wastewater collection system no less than two (2) days prior to said connection for inspection. If Developer fails to give said written notice, JEA may require Developer to uncover and expose said connection for inspection, at the sole cost of Developer.

18. Connection of Buildings. Developer shall at its sole cost and expense connect the private property water pipes and the private property wastewater pipes of each building constructed on Developer's Property to the meters and wastewater laterals of Developer's Extension as reflected in plans and specifications approved by JEA.

19. Application for Service. Developer, its successors, or the occupant(s) of the Developer's Property, shall make written application to JEA for the opening of an account(s) for service. Said application is to be made only after the payment of all costs set forth herein. At the time of making said application for service, the applicant shall pay all service charges as set forth in JEA's Tariff.

20. Notice of Transfer of Developer's Property. Developer agrees to provide proper written notice to JEA of the actual date of the legal transfer of water and wastewater services from Developer to any third party. Developer shall remain responsible for all costs and expenses, including utility bills, which arise as a result of Developer's failure to notify or improper notification to JEA.

21. Miscellaneous.

(a) This Agreement supersedes all previous agreements or representations either verbal or written heretofore in effect between Developer and JEA and made with respect to the matters contained herein, and when duly executed constitutes the complete Agreement between Developer and JEA.

(b) This Agreement was made and executed in Jacksonville, Florida, and shall be interpreted and construed according to the laws of the State of Florida. Litigation involving this Agreement or any provision thereof shall take place in the State or Federal Courts located in Jacksonville, Duval County, Florida.

(c) Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired.

(d) The headings used in the paragraphs of this Agreement are solely for the convenience of the parties and the parties agree that they shall be disregarded in the construction of this Agreement.

(e) This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto. It is understood that Developer may assign its rights hereunder to successor/owners of the Developer's parcels of real property included in the Developer's Property.


IN WITNESS WHEREOF, the parties hereto have duly executed this contract, in duplicate, the date and year first above written.

ATTEST:




Director, Planning & Development
ROBERT ZAMMATARO


JEA

By 
BRIAN ROCHE, ITERIM C.F.O.

DEVELOPER


Lenhar Homes, LLC.

By


Signature

Scott Keiling

Print or Type Name

Vice President

Title

ATTEST:



Signature


Ginny Feiner

Print or Type Name

Land Development Manager

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.


Director, Financial Planning
& Analysis, JEA


Approved: 
Office of General Counsel

Exhibit A
Developer's Property Legal Description
(Attached)

LEGAL DESCRIPTION

SOUTH PARCEL

A PORTION OF SECTIONS 11, 13, 14, 23, AND 24, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 37, AS SHOWN ON THE PLAT OF WILDFIRE PINES ONE AT CIMARRONE GOLF & COUNTRY CLUB, RECORDED IN MAP BOOK 39, PAGE 65 THROUGH 70, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHERLY AND SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 09°55'18" EAST, 149.78 FEET; COURSE NO. 2: SOUTH 30°00'21" EAST, 640.24 FEET; COURSE NO. 3: SOUTH 51°51'44" EAST, 107.78 FEET; COURSE NO. 4: SOUTH 30°03'39" EAST, 79.25 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESIGNATED GOLF PARCEL "E", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1422, PAGE 624 OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 10°11'33" EAST, 113.83 FEET; COURSE NO. 2: SOUTH 49°23'59" EAST, 116.62 FEET; COURSE NO. 3: SOUTH 30°03'39" EAST, 601.66 FEET; COURSE NO. 4: SOUTH 16°18'24" EAST, 36.43 FEET; COURSE NO. 5: SOUTH 22°13'33" EAST, 50.85 FEET; THENCE SOUTH 15°45'43" EAST, 463.11 FEET, TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THE PLAT OF CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, RECORDED IN MAP BOOK 23, PAGES 6 THROUGH 14, INCLUSIVE OF SAID PUBLIC RECORDS; THENCE SOUTH 01°41'43" EAST, ALONG LAST SAID LINE AND ALONG THE WESTERLY LINE OF SAID CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, 197.29 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY, CONTINUING ALONG SAID WESTERLY LINE OF CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, RUN THE FOLLOWING NINE (9) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 00°44'20" WEST, 247.20 FEET; COURSE NO. 2: SOUTH 06°30'22" EAST, 258.30 FEET; COURSE NO. 3: SOUTH 14°05'45" EAST, 332.96 FEET; COURSE NO. 4: SOUTH 13°18'23" EAST, 314.43 FEET; COURSE NO. 5: SOUTH 06°37'12" EAST, 427.25 FEET; COURSE NO. 6: SOUTH 10°49'58" EAST, 249.31 FEET; COURSE NO. 7: SOUTH 02°40'51" EAST, 266.39 FEET; COURSE NO. 8: SOUTH 23°41'07" WEST, 397.27 FEET; COURSE NO. 9: SOUTH 15°58'40" WEST, 336.82 FEET, TO THE NORTHWESTERLY LINE OF THOSE LANDS DESIGNATED GOLF PARCEL "B", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1422, PAGE 624 OF SAID PUBLIC RECORDS; THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 15°30'06" WEST, 179.84 FEET; COURSE NO. 2: SOUTH 37°30'13" WEST, 291.42 FEET; COURSE NO. 3: SOUTH 32°02'23" WEST, 121.77 FEET; THENCE SOUTH 41°49'25" WEST, CONTINUING ALONG LAST SAID LINE AND ALONG THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3234, PAGE 1257 OF SAID PUBLIC RECORDS, 500.27 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1700, PAGE 112 OF SAID PUBLIC RECORDS; THENCE NORTH 42°31'56" WEST, ALONG LAST SAID LINE, 50.00 FEET, TO THE NORTHWESTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 47°41'19" WEST, ALONG LAST SAID LINE, 50.00 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3055, PAGE 248 OF SAID PUBLIC RECORDS; THENCE NORTHWESTERLY AND SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 42°23'34" WEST, 14.73 FEET; COURSE NO. 2: SOUTH 48°07'46" WEST, 189.64 FEET; COURSE NO. 3: SOUTH 39°11'57" WEST, 255.85 FEET, TO THE SOUTHWESTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 42°31'56" EAST, ALONG LAST SAID LINE, 881.62 FEET, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 210 (A 100 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 47°27'37" WEST, ALONG LAST SAID LINE, 1970.03 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, CONTINUING ALONG LAST SAID LINE AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 427.46 FEET, AN ARC DISTANCE OF 99.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°08'17" WEST, 99.42 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4029, PAGE 659 OF SAID PUBLIC RECORDS, ALSO BEING THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4089, PAGE 295 OF SAID PUBLIC RECORDS; THENCE NORTH 02°09'50" WEST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THE PLAT OF STONE CREEK LANDING, RECORDED IN MAP BOOK 78, PAGES 22 THROUGH 27, INCLUSIVE OF SAID PUBLIC RECORDS, 1024.84 FEET, TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4029, PAGE 659, ALSO BEING THE NORTHERLY LINE OF SAID PLAT OF STONE CREEK LANDING; THENCE NORTH 89°13'00" WEST, ALONG LAST SAID LINE, 1296.71 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESIGNATED HELOW TRACT, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1307, PAGE 1419 OF SAID PUBLIC RECORDS; THENCE NORTH 61°45'29" WEST, ALONG LAST SAID LINE, 1455.91 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF PROPOSED COUNTY ROAD NO. 223, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3329, PAGE 825, SAID PUBLIC RECORDS; THENCE NORTHEASTERLY AND NORTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: NORTH 32°25'17" EAST, 1255.75 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 2: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1115.00 FEET, AN ARC DISTANCE OF 805.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°43'13" EAST, 788.28 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 08°58'50" WEST, 6445.56 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 4: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1115.00 FEET, AN ARC DISTANCE OF 163.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°11'10" WEST, 163.54 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2586, PAGE 2, OF SAID PUBLIC RECORDS; THENCE SOUTH 87°48'21" EAST, ALONG LAST SAID LINE AND ALONG THE EASTERLY PROLONGATION THEREOF, 2094.10 FEET, TO THE NORTHEASTERLY LINE OF SAID PARCEL NO. 5; THENCE SOUTHERLY, SOUTHEASTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: SOUTH 02°47'10" EAST, 423.96 FEET; COURSE NO. 2: SOUTH 30°31'06" EAST, 2270.93 FEET; COURSE NO. 3: NORTH 34°11'11" EAST, 780.71 FEET, TO THE POINT OF BEGINNING.

CONTAINING 728.78 ACRES, MORE OR LESS.


	LEGAL DESCRIPTION	DRAWN BY	RCF	 MATTHEWS DESIGN GROUP P.O. BOX 3126, 7 WALDO STREET ST. AUGUSTINE, FL 32084 PHONE 904 826 1334 - FAX 904 826 4347 INFO@MDGNC.COM
	STILLWATER	DWG BY	GCT	
	ST. JOHNS COUNTY	CHK BY	ARA	
	PREPARED FOR LENNAR HOMES, LLC	DATE	02/25/2020	
		JOB NO.	16092	

Exhibit B
JEA Project Checklist



Acceptance Checklist

Project Name: _____ Availability #: _____
 Engineer: _____ Phone : _____
 Developer: _____ Phone : _____
 Utility Contractor: _____ Phone : _____

_____ Address of Pump/Lift Station: _____

_____ Electric Meter #: _____

_____ Service Provider:

_____ **Bill of Sale for water and/or sewer improvements:** This is required under the water and sewer code, whereby all materials and appurtenances in the system(s) legally become the property of JEA. **Original signature and Notarized**

_____ **Dedication Warranty:** 2-year contractor warranty for infrastructure improvements. **Original signature & must include Contractor's License No.**

_____ **Engineer's Final Certification:** Certificate in accordance with para 654.124 (Subdivision Regulations is on file) **Original signature with PE seal**

_____ **Owner's Affidavit of Construction Completion:** The original affidavit should be completed by the owner or developer. The affidavit should address JEA not the City of Jacksonville. **Original signature and Notarized**

_____ **Schedule of Values:** Be sure to include all applicable project information, including pump station information at the bottom of the document.

_____ **As-Built Approval Letter(s)**

_____ **Clearance Certificates on Water, Sewer and Reclaim Mains:**
Letters of certification from JEA and/or FDEP.

_____ **Approved Deed of Dedication, Easement(s), Recorded Plat, Hold Harmless Agreement**

_____ **Pump Station "Start-Up":** A copy of the pump station start-up report with the name of the pump (ex. Myers), control panel (ex. Unitron) and pump site address.

_____ **Record of Final Inspection:** Final inspection record should indicate attendees and deficiencies noted. The original with Project Engineer/Inspector's Certification that all punch-list items have been satisfied.

Please submit all applicable documents for final utility acceptance and service.

Revised 1/3/2019

RFP TOTALS

Item No. & Description	TOTAL
1. MOBILIZATION, GENERAL CONDITIONS & SITE PREPARATION	\$ <u>100.00</u>
2. AS-BUILTS	\$ <u>100.00</u>
3. 12" PVC RECLAIMED WATER DISTRIBUTION	\$ <u>868,338.91</u>
4. 4" / 6" / 8" PVC FORCE MAIN SYSTEM	\$ <u>233,580.66</u>
Total \$	<u>1,102,119.57</u>

ADDITIONAL PRICING

- RECLAIMED WATER Add alternate for upsizing to 24" DIP per the plans \$ 2,590,424.10
- FORCEMAIN Add alternate for upsizing as drawn on the exhibit \$ 538,616.22



Baker Constructors, Inc.

70 Shirley B James Dr.
Savannah, GA 31408
Office - (912) 307-9400
Fax - (912) 307-9401

To: Lennar Homes	Contact:
Address: Jacksonville, FL USA	Phone:
	Fax:
Project Name: 20FL029 Stillwater Ph1 - FM And RWM Upsizing	Bid Number:
Project Location: CR210, St. Johns, FL	Bid Date: 8/7/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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01. MOBILIZATION, GENERAL CONDITIONS & SITE PREPARATION

100	Mobilization, General Condition & Site Prep	1.00	LS	\$110.61	\$110.61
Total Price for above 01. MOBILIZATION, GENERAL CONDITIONS & SITE PREPARATION Items:					\$110.61

02. AS-BUILTS

200	As-Builts	1.00	LS	\$110.61	\$110.61
Total Price for above 02. AS-BUILTS Items:					\$110.61

03. 12" PVC RECLAIMED WATER DISTRIBUTION

300	2" PVC - DR9 Reuse	2,015.00	LF	\$12.71	\$25,610.65
302	4" PVC - DR18 Reuse	1,019.00	LF	\$20.90	\$21,297.10
304	6" PVC - DR18 Reuse	133.00	LF	\$29.64	\$3,942.12
306	8" PVC - DR18 Reuse	185.00	LF	\$34.07	\$6,302.95
308	12" PVC - DR18 Reuse	10,070.00	LF	\$42.02	\$423,141.40
310	2" Flushing Hydrant Reuse	7.00	EACH	\$1,470.51	\$10,293.57
312	6" Gate Valve - Reuse	7.00	EACH	\$1,066.76	\$7,467.32
314	8" Gate Valve - Reuse	3.00	EACH	\$1,515.46	\$4,546.38
316	12" Gate Valve - Reuse	16.00	EACH	\$2,702.12	\$43,233.92
318	16" Tie-In - FM	1.00	EACH	\$4,237.09	\$4,237.09
320	12"x12" Tapping Sleeve & Valve - FM	1.00	EACH	\$7,544.87	\$7,544.87
322	4" Conflict Crossing - Reuse	1.00	EACH	\$1,132.51	\$1,132.51
324	6" Conflict Crossing - Reuse	2.00	EACH	\$1,406.07	\$2,812.14
326	8" Conflict Crossing - Reuse	3.00	EACH	\$1,751.72	\$5,255.16
328	12" Conflict Crossing - Reuse	10.00	EACH	\$3,407.69	\$34,076.90
330	Short Single Water Service - Reuse	36.00	EACH	\$997.36	\$35,904.96
332	Short Double Water Service - Reuse	53.00	EACH	\$1,685.83	\$89,348.99
334	Long Single Water Service - Reuse	16.00	EACH	\$1,418.81	\$22,700.96
336	Long Double Water Service - Reuse	46.00	EACH	\$2,509.60	\$115,441.60
338	Test Point - Reuse	12.00	EACH	\$337.36	\$4,048.32
Total Price for above 03. 12" PVC RECLAIMED WATER DISTRIBUTION Items:					\$868,338.91

04. 4"/6"8" PVC FORCE MAIN SYSTEM

400	4" PVC - DR18 FM	4,000.00	LF	\$17.23	\$68,920.00
402	6" PVC - DR18 FM	3,700.00	LF	\$21.06	\$77,922.00
404	8" PVC - DR18 FM	900.00	LF	\$26.84	\$24,156.00
406	4" Gate Valve - FM	6.00	EACH	\$882.30	\$5,293.80
408	6" Gate Valve - FM	5.00	EACH	\$1,068.93	\$5,344.65

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
410	8" Gate Valve - FM	1.00	EACH	\$1,524.05	\$1,524.05
412	16" Tie-In - FM	1.00	EACH	\$4,237.09	\$4,237.09
414	4" Conflict Crossing - FM	5.00	EACH	\$1,329.92	\$6,649.60
416	6" Conflict Crossing - FM	2.00	EACH	\$1,799.53	\$3,599.06
418	8" Conflict Crossing - FM	1.00	EACH	\$2,584.55	\$2,584.55
420	Air Release Valve - FM	4.00	EACH	\$7,826.12	\$31,304.48
422	Test Point - FM	6.00	EACH	\$337.36	\$2,024.16
Total Price for above 04. 4"/6"8" PVC FORCE MAIN SYSTEM Items:					\$233,559.44

Total Base Bid Price: \$1,102,119.57

05. RECLAIMED WATER UPSIZING

05. RECLAIMED WATER UPSIZING

500	2" PVC - DR9 Reuse	2,015.00	LF	\$12.71	\$25,610.65
502	4" PVC - DR18 Reuse	1,019.00	LF	\$20.90	\$21,297.10
504	6" PVC - DR18 Reuse	133.00	LF	\$29.64	\$3,942.12
506	8" PVC - DR18 Reuse	185.00	LF	\$34.07	\$6,302.95
508	24" D.I. Pipe Reuse	10,070.00	LF	\$142.56	\$1,435,579.20
510	2" Flushing Hydrant Reuse	7.00	EACH	\$1,360.73	\$9,525.11
512	6" Gate Valve - Reuse	7.00	EACH	\$1,066.76	\$7,467.32
514	8" Gate Valve - Reuse	3.00	EACH	\$1,515.46	\$4,546.38
516	24" Gate Valve - Reuse	16.00	EACH	\$18,253.02	\$292,048.32
518	24" Tie-In - Reuse	1.00	EACH	\$5,091.13	\$5,091.13
520	4" PVC Conflict Crossing - Reuse	1.00	EACH	\$1,132.51	\$1,132.51
522	6" PVC Conflict Crossing - Reuse	2.00	EACH	\$1,406.07	\$2,812.14
524	8" PVC Conflict Crossing - Reuse	3.00	EACH	\$1,751.72	\$5,255.16
526	24" D.I. Pipe Conflict Crossing - Reuse	10.00	EACH	\$12,799.14	\$127,991.40
528	Short Single Water Service - Reuse	36.00	EACH	\$6,865.75	\$247,167.00
530	Short Double Water Service - Reuse	53.00	EACH	\$9,423.51	\$499,446.03
532	Long Single Water Service - Reuse	16.00	EACH	\$9,185.79	\$146,972.64
534	Long Double Water Service - Reuse	46.00	EACH	\$13,315.83	\$612,528.18
536	Test Point - Reuse	12.00	EACH	\$337.36	\$4,048.32

Total Price for above 05. RECLAIMED WATER UPSIZING Items: \$3,458,763.66

Total Price for above 05. RECLAIMED WATER UPSIZING Items: \$3,458,763.66

06. FORCEMAIN UPSIZING

06. FORCEMAIN UPSIZING

600	4" PVC - DR18 FM	172.00	LF	\$24.88	\$4,279.36
602	6" PVC - DR18 FM	80.00	LF	\$24.33	\$1,946.40
604	12" PVC - DR25 FM	5.00	LF	\$218.17	\$1,090.85
606	16" PVC - DR25 FM	10,545.00	LF	\$55.64	\$586,723.80
608	4" Gate Valve - FM	2.00	EACH	\$882.29	\$1,764.58
610	6" Gate Valve - FM	1.00	EACH	\$1,068.93	\$1,068.93
612	16" Gate Valve - FM	12.00	EACH	\$5,655.00	\$67,860.00
614	16" Tie-In - FM	1.00	EACH	\$4,237.09	\$4,237.09
616	12"x12" Tapping Sleeve & Valve - FM	1.00	EACH	\$12,517.56	\$12,517.56
618	6" DR18 Conflict Crossing - FM	1.00	EACH	\$1,799.53	\$1,799.53
620	16" DR25 Conflict Crossing - FM	8.00	EACH	\$6,015.35	\$48,122.80
622	16" DR18 Conflict Crossing - FM	1.00	EACH	\$7,436.12	\$7,436.12

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
624	Air Release Valve - FM	4.00	EACH	\$7,826.12	\$31,304.48
626	Test Point - FM	6.00	EACH	\$337.36	\$2,024.16
Total Price for above 06. FORCEMAIN UPSIZING Items:					\$772,175.66
Total Price for above 06. FORCEMAIN UPSIZING Items:					\$772,175.66

07. ADDENDUM 5A

07. ADDENDUM 5A - WATER SERVICES FITTINGS

700	ADD #5A Deduct - 24"x6" Tee/6" Valve - Reuse - Services	100.00	EACH	(\$7,428.36)	(\$742,836.00)
Total Price for above 07. ADDENDUM 5A - WATER SERVICES FITTINGS Items:					(\$742,836.00)
Total Price for above 07. ADDENDUM 5A Items:					(\$742,836.00)

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Baker Constructors, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Herbie Blanton herbie@bakerconstructors.com</p>
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REQUEST FOR PROPOSAL BID FORM

Veterans Parkway South Extension
For
Lennar Homes Jacksonville Florida
9440 Philips Highway, Suite 7
Jacksonville, Florida 32256

DUE DATE
August 7, 2020

To: **Lennar Homes Jacksonville**

From: _____ Baker Constructors, Inc. _____

In accordance with the invitation for the Request for Proposal for the roadway extenuation and associated infrastructure work located at **CR 223 Veterans Parkway South Extension**. The project is located along the future intersection of **Stillwater Blvd** and CR223, in St. Johns County, FL.

The undersigned proposes to construct all work necessary to install a complete roadway extension including clearing, earthwork, grading, paving, drainage, potable water, and sewage system as shown on the current civil plans prepared by Matthews Design Group, Inc. dated 6/18/2020. Be advised that the plans associated with this effort are not final and/or approved for construction. The Geotechnical Report by MACTEC dated 10/6/10 is also included in accordance with the St. Johns County, JEA, ACOE, and the SJRWMD permits. All bids shall include coordination of construction with others, including but not limited to, Owners Testing consultants and soft utilities.

The Project plans, specifications and RFP package will be available and may be obtained by accessing the Box link: <https://lennar.box.com/s/jidhsryktszss4mcs54rvs6gudz6om3w>. No hard copies of plans will be distributed from Consultants or Lennar.

There will be a mandatory pre-proposal conference held at the offices of Lennar Homes, LLC located at 9440 Philips Hwy. Suite 7, Jacksonville, FL 32256 at 10:00 am EST on July 24, 2020. The pre-proposal conference may include, but not limited to, a discussion of the contract requirements, inspections, evaluations and submittal requirements.

All Requests for Additional Information (RFI) shall be made in writing emailed to both the Land Development Manager, Ginny Feiner at Ginny.Feiner@Lennar.com and Civil Engineer Chris Buttermore at chris@mdginc.com.

Schedule - Time is of the essence for the construction of this project. The Contractor's schedule shall specifically include dates for each utility, curb, asphalt, Substantial Completion and Final Acceptance of the improvements from St. Johns County and JEA. Substantial Completion is defined as completion of asphalt and receipt of a punch list from both SJC and JEA.

Firms desiring to provide services for this project must submit one (1) original and five (5) hard copies of the required proposals no later than 11:00 am EST on August 7, 2020 at the office of Lennar Homes, LLC

with an electronic copy in pdf and excel included with the submittal package on a CD. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposals not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

The Notice to Proceed is anticipated to be authorized immediately upon contract award and anticipated by 8/17/20. Contractor must mobilize and commence construction by August 31, 2020. Substantial completion shall be achieved by February 1, 2021 with Final completion including JEA and SJC acceptance must be on or before March 1, 2021.

BASIS OF COST BREAKDOWN

- 1. MOBILIZATION, GENERAL CONDITIONS, SITE PREP** - Includes the preparatory work and operations in mobilizing, demobilization, general conditions, overhead, profit and insurance. This will include any site preparation necessary for construction. This item will be paid for on an average cost through the life of the contract.

- 2. EROSION SEDIMENT CONTROL AND SWPP MAINTENANCE** - Includes all measures that are required to comply with the most current version of the State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDEP, Duval and St. Johns County water quality standards. This includes, but is not limited to silt screens, hay bales, sodding, settling ponds or other such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This item includes all measures necessary to meet agency quality standards and requirements. Contractor is responsible for all offsite water discharge testing occasionally for turbid water. Contractor will coordinate all testing. The contractor is ultimately responsible for any and all turbid water and off-site discharge. All Deficiencies must be repaired in seven days or less, or the contractor must provide in writing why the deficiencies cannot be addressed within the seven-day limit. Failure to correct a deficiency in the first seven days will result in a written warning. If the deficiency is not corrected after fourteen days, the Owners Representative will make the repair and the Contractor will be back charged for the cost of the repair and a \$500.00 fine for each line item not addressed. On or before final acceptance of the site, Contractor shall ensure that silt fence is properly installed in all non- stabilized areas throughout the site prior to demobilization. Silt fence shall be removed, and trench properly backfilled in all stabilized areas not adjacent to lot pads as directed by Lennar Homes, LLC. Any fines imposed by any agency shall be the responsibility of the Contractor.

- STORM WATER POLLUTION PREVENTION PLAN** - Notice of Intent (NOI) to be filed by the Owner's Representative. The contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. Contractor shall provide specifications and shop drawings on all material to be used as part of the SWPPP. Contractor and all subcontractors shall sign SWPPP and SWPPP documentation will be maintained by the Owner or Owner's Representative.

- 3. CLEARING GRUBBING AND DEMOLITION** - Includes complete clearing and grubbing and burning (if allowed) and off-site removal of all brush, roots, stripping, in accordance with government standards and specifications for the roadway rights-of-way, parks, lots, and all public areas. Special care shall be taken to ensure preservation of all, natural vegetative buffers and tree preservation areas indicated on the plans, including tree fencing as necessary.

4. **EARTHWORK EXCAVATION AND GRADING** – All fill shall be clean structural fill. placed in 12” lifts to specified grade as shown on the grading plans. All fill material will be compacted with appropriate compaction equipment to 95 percent of the soil’s modified Proctor Maximum Density (AASHTO T-180). Minimum one (1) density test per 5,000 s.f. per lift and/or a minimum of one test per lot, whichever is greater. Testing will be provided by Owner however, Contractor must coordinate all testing. Contractor shall provide a separate line item with quantity and cost for import/export fill required.

5. **SEEDING AND MULCHING AND SOD** - The Contractor shall be responsible for the installation of seed, mulch and sod as depicted on the construction plans and to SJC standards per their roadway typical sections and specifications.

6. **AS BUILTS**

PAVING AND DRAINAGE AS-BUILTS - Includes the preparation and submittal of all as built as required by St. Johns county, JEA, and the St. Johns River Water Management District.

WATER, AND SEWER AS-BUILTS - Includes the preparation and submittal of all water and sewer system as built including all water, sewer, storm, and force main crossings, as required by the governing agency.

7. **ROADWAY CONSTRUCTION** – All final grading, excavation, stabilization, base, compaction, prime coat and asphalt paving complete; including asphaltic concrete surface course, curb and gutter, common area concrete sidewalks not fronting subdivision lots, transitions to inlets, connection to the existing roadway, striping and signage. Also includes all grading and dress-up work necessary to allow JEA, or a sub-contractor, to install the underground electrical, landscaping, communications, etc.

8. **STORM DRAINAGE SYSTEM** - Includes a complete storm drainage system, including all dewatering, structures, and pipes as specified. Includes removal and replacement of any unsuitable material encountered, disposal of unsuitable material offsite and all other work necessary to complete the installation. All work shall be done in accordance with the plans, specifications, and issued permits. This project was partially constructed 10 years ago. Many, if not most, underground structures and pipes (as well as ponds) were constructed before the project halted in 2010. Using as-builts and the new survey the Engineer depicted, as best as possible, which structures were in the ground already. Contractors are responsible for cleaning and evaluating each structure to ensure acceptability.

9. **POTABLE DISTRIBUTION SYSTEM** - Includes the construction of the water distribution system complete, including all pipe, services, valves, hydrants, fittings, restrained joints, connections, stub outs, testing, and disinfection, flushing hydrants and the removal, disposal and replacement of any unsuitable material encountered, and all other work necessary to complete the installation

of the system. Contractor to stub out water mains with adequate FDEP and SJC/JEA approved dead end connection and sample points.

- 10. RECLAIMED DISTRIBUTION SYSTEM** - Includes the construction of the reclaimed water distribution system complete, including all pipe, services, valves, connections, stub outs, testing, flushing and the removal, disposal and replacement of any unsuitable material encountered, and all other work necessary to complete the installation of the system

This line item will be part of a cost sharing Agreement between the Owner and JEA. Please reference JEA cost sharing memo on material specification changes and size increases (to include main, valves and fittings). Contractor shall provide an add alternate as a separate line item to qualify the cost difference.

- 11. FORCE MAIN SYSTEM** - Includes the construction force mains and connection to the existing complete, including all dewatering, pipe services, stub outs and testing as specified to meet FDEP and JEA standards and specifications. Also includes the removal, disposal and replacement of any unsuitable material encountered and all other work necessary to complete the installation of the system. Note, the force main north of the JEA transmission easement is already installed and fully functional.

This line item will be part of a cost sharing Agreement between the Owner and JEA. Please reference JEA cost sharing memo on material size increase to include, valves and fittings. Contractor shall provide an add alternate as a separate line item to qualify the cost difference.

RFP TOTALS

Item No. & Description	TOTAL
1. MOBILIZATION, GENERAL CONDITIONS & SITE PREPARATION	\$ <u>68,346.58</u>
2. EROSION, SEDIMENT CONTROL AND SWPPP MAINTENANCE	\$ <u>27,411.04</u>
3. CLEARING AND GRUBBING & DEMOLITION	\$ <u>84,437.20</u>
4. EARTHWORK	\$ <u>1,001,029.20</u>
5. SEEDING, MULCHING AND SOD	\$ <u>27,149.00</u>
6. AS-BUILTS	\$ <u>19,059.13</u>
7. ROADWAY CONSTRUCTION	\$ <u>1,382,675.87</u>
8. STORM DRAINAGE SYSTEM	\$ <u>235,769.66</u>
9. WATER DISTRUBUTION SYSTEM	\$ <u>401,909.72</u>
10. 12" PVC RECLAIMED WATER DISTRIBUTION	\$ <u>365,045.55</u>
11. 8" PVC FORCE MAIN SYSTEM	\$ <u>87,849.63</u>
Total \$	<u>3,700,682.58</u>

ADDITIONAL PRICING

- RECLAIMED WATER Add alternate for upsizing and material specification change as drawn on the plans \$ 611,595.73
- FORCEMAIN Add alternate for upsizing as drawn on the plans \$ 97,384.74



Baker Constructors, Inc.

70 Shirley B James Dr.
Savannah, GA 31408
Office - (912) 307-9400
Fax - (912) 307-9401

To: Lennar Homes	Contact: Ginney Feiner
Address: Jacksonville, FL USA	Phone:
	Fax:
Project Name: 20FL029 Stillwater SW Veterans Parkway South Extension	Bid Number: 20FL032
Project Location: Stillwater, St Johns, FL	Bid Date: 8/7/2020
Addendum #: 2	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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1 Base Bid

01 Mobilization, General Conditions

100	Mobilization / General Conditions	1.00	LS	\$49,742.47	\$49,742.47
104	Survey/Layout	1.00	LS	\$18,604.11	\$18,604.11

Total Price for above 01 Mobilization, General Conditions Items: \$68,346.58

02 Erosion Control & SWPPP Maint

202	Silt Fence	9,370.00	LF	\$1.81	\$16,959.70
204	Inlet Sediment Protection	28.00	EACH	\$108.93	\$3,050.04
206	Construction Exit	2.00	EACH	\$3,700.65	\$7,401.30

Total Price for above 02 Erosion Control & SWPPP Maint Items: \$27,411.04

03 Clearing And Demo

302	Clearing & Grubbing	14.00	ACRE	\$3,573.30	\$50,026.20
304	Demo Existing Curb And Gutter	10,340.00	LF	\$2.75	\$28,435.00
306	Demo Existing Sidewalk	2,400.00	SY	\$2.49	\$5,976.00

Total Price for above 03 Clearing And Demo Items: \$84,437.20

04 Earthwork

402	Fine Grade ROW	35,700.00	SY	\$0.44	\$15,708.00
404	Site Cut To Fill	140.00	CY	\$4.72	\$660.80
406	Import Fill	60,520.00	CY	\$16.27	\$984,660.40

Total Price for above 04 Earthwork Items: \$1,001,029.20

05 Seeding, Mulching & Sod

502	Sod Right Of Way	7,600.00	SY	\$2.50	\$19,000.00
504	Seed And Mulch ROW	28,100.00	SY	\$0.29	\$8,149.00

Total Price for above 05 Seeding, Mulching & Sod Items: \$27,149.00

06 As-Builts

602	As Builts	1.00	LS	\$19,059.13	\$19,059.13
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Total Price for above 06 As-Builts Items: \$19,059.13

07 Roadway Construction

702	12" LBR40 Subgrade	28,650.00	SY	\$6.54	\$187,371.00
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Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
704	10" Limerock Base	25,220.00	SY	\$13.36	\$336,939.20
706	3.5" Asphalt Paving	24,820.00	SY	\$19.06	\$473,069.20
707	Mill & Resurface 1.5" Asphalt	335.00	SY	\$21.60	\$7,236.00
708	Type F Curb	10,890.00	LF	\$16.57	\$180,447.30
710	Sidewalk	5,050.00	SY	\$30.00	\$151,500.00
712	Striping And Signage	1.00	LS	\$46,113.17	\$46,113.17

Total Price for above 07 Roadway Construction Items: \$1,382,675.87

08 Storm Drainage System

802	15" RCP	226.00	LF	\$63.58	\$14,369.08
804	18" RCP	241.00	LF	\$62.65	\$15,098.65
806	24" RCP	86.00	LF	\$98.97	\$8,511.42
808	36" RCP	86.00	LF	\$117.98	\$10,146.28
810	Curb Inlet	3.00	EACH	\$7,558.42	\$22,675.26
812	Type C Inlet	7.00	EACH	\$6,281.89	\$43,973.23
814	Dog House MANHOLE	2.00	EACH	\$7,824.19	\$15,648.38
816	Raise Existing Curb Inlet	14.00	EACH	\$3,169.86	\$44,378.04
818	Raise Existing Man Hole Tops	2.00	EACH	\$2,995.85	\$5,991.70
820	Raise Existing Ditch Bottom Inlet	2.00	EACH	\$3,169.86	\$6,339.72
822	Convert Inlet To MH	2.00	EACH	\$2,570.75	\$5,141.50
824	Flush And Inspect Existing Storm Pipe	5,410.00	LF	\$8.04	\$43,496.40

Total Price for above 08 Storm Drainage System Items: \$235,769.66

09 Water Distribution System

902	6" PVC - DR18 WM	370.00	LF	\$22.34	\$8,265.80
903	10" PVC - DR18 WM	140.00	LF	\$38.09	\$5,332.60
904	16" PVC - DR18 WM	4,450.00	LF	\$62.72	\$279,104.00
906	6" Gate Valve - WM	8.00	EACH	\$1,081.59	\$8,652.72
907	10" Gate Valve - WM	1.00	EACH	\$2,262.09	\$2,262.09
908	16" Gate Valve - WM	8.00	EACH	\$5,941.47	\$47,531.76
910	Fire Hydrant Assembly - WM	5.00	EACH	\$4,347.41	\$21,737.05
912	Sample Point - WM	5.00	EACH	\$458.92	\$2,294.60
914	Tie-In - WM	1.00	EACH	\$3,871.53	\$3,871.53
916	6" Conflict Crossing - WM	4.00	EACH	\$1,405.02	\$5,620.08
918	16" Conflict Crossing - WM	3.00	EACH	\$5,745.83	\$17,237.49

Total Price for above 09 Water Distribution System Items: \$401,909.72

10 Reclaimed Water Distribution

1002	12" PVC - DR18 Reuse	4,490.00	LF	\$42.60	\$191,274.00
1003	30" Ductile Iron Reuse	124.00	LF	\$446.55	\$55,372.20
1004	12" Gate Valve - Reuse	8.00	EACH	\$2,756.29	\$22,050.32
1005	30" Gate Valve - Reuse	2.00	EACH	\$31,698.15	\$63,396.30
1008	2" Flushing Hydrant - RM	5.00	EACH	\$1,382.06	\$6,910.30
1010	Tie-In - Reuse	1.00	EACH	\$8,732.61	\$8,732.61
1012	12" Conflict Crossing - Reuse	6.00	EACH	\$2,884.97	\$17,309.82

Total Price for above 10 Reclaimed Water Distribution Items: \$365,045.55

11 Force Main System

1102	8" PVC - DR18 FM	2,350.00	LF	\$26.93	\$63,285.50
1104	8" Gate Valve - FM	5.00	EACH	\$1,531.18	\$7,655.90
1106	Air Release Valve - FM	1.00	EACH	\$8,658.15	\$8,658.15
1108	Tie-In - FM	1.00	EACH	\$4,649.54	\$4,649.54
1110	8" Conflict Crossing - FM	2.00	EACH	\$1,800.27	\$3,600.54

Total Price for above 11 Force Main System Items: \$87,849.63

Total Price for above 1 Base Bid Items: \$3,700,682.58

2 Alternate Pricing

12 Alternate Pricing Reclaimed Water

1202	20" Ductile Iron Reuse	2,040.00 LF	\$122.18	\$249,247.20
1204	24" Ductile Iron Reuse	2,520.00 LF	\$150.95	\$380,394.00
1206	20" Gate Valve - Reuse	3.00 EACH	\$14,581.96	\$43,745.88
1208	24" Gate Valve - Reuse	5.00 EACH	\$19,146.65	\$95,733.25
1210	2" Flushing Hydrant - WM	5.00 EACH	\$1,382.06	\$6,910.30
1212	30" Ductile Iron Reuse	124.00 LF	\$544.71	\$67,544.04
1214	30" Gate Valve - Reuse	2.00 EACH	\$31,698.15	\$63,396.30
1216	Tie-In - Reuse	1.00 EACH	\$5,959.43	\$5,959.43
1218	24" Conflict Crossing - Reuse	6.00 EACH	\$10,618.48	\$63,710.88

Total Price for above 12 Alternate Pricing Reclaimed Water Items: \$976,641.28

13 Alternate Pricing Forcemain

1302	16" PVC - DR 25 FM	2,350.00 LF	\$55.04	\$129,344.00
1304	16" Gate Valve - FM	5.00 EACH	\$5,941.47	\$29,707.35
1306	Air Release Valve - FM	1.00 EACH	\$8,658.15	\$8,658.15
1308	Tie-In - FM	1.00 EACH	\$6,450.21	\$6,450.21
1310	16" Conflict Crossing - FM	2.00 EACH	\$5,537.33	\$11,074.66

Total Price for above 13 Alternate Pricing Forcemain Items: \$185,234.37

Total Price for above 2 Alternate Pricing Items: \$1,161,875.65

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

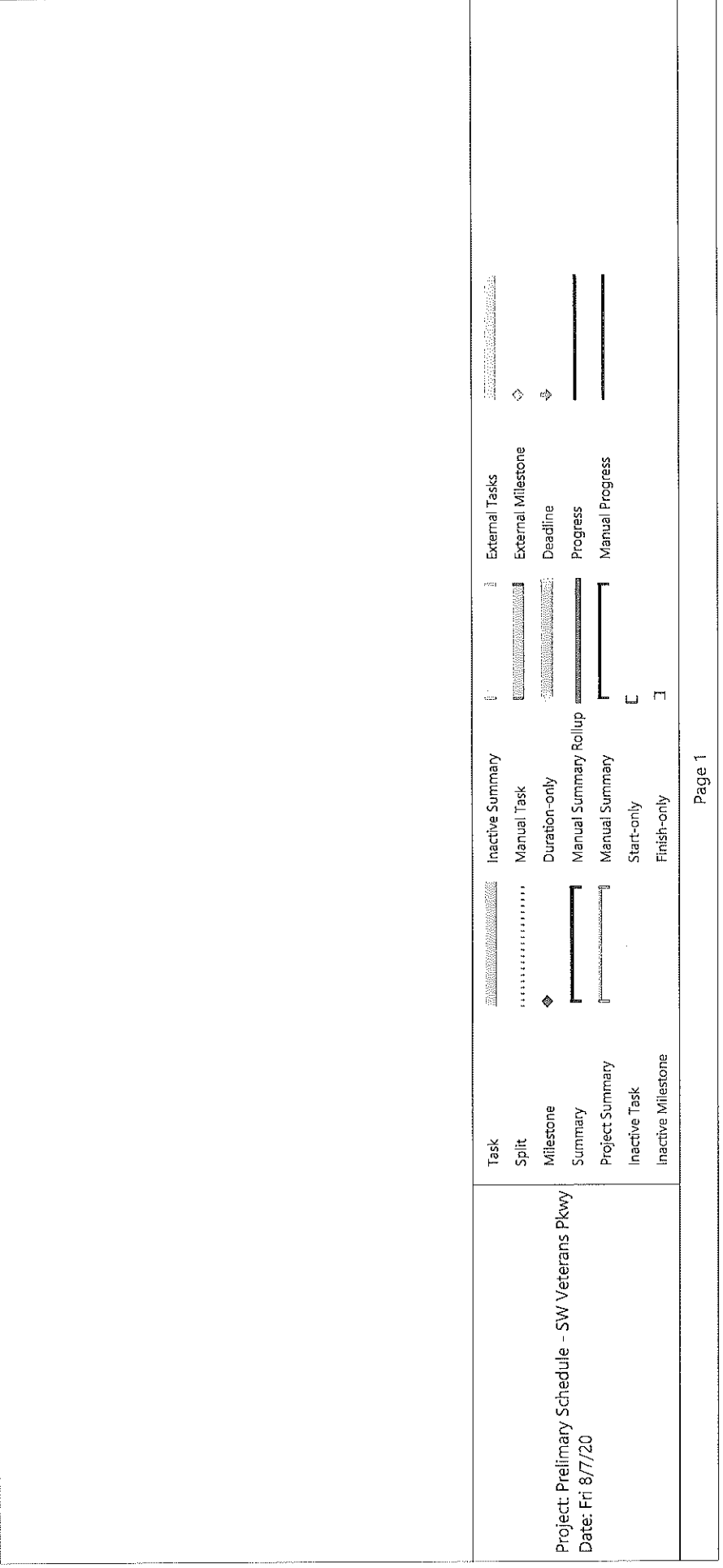
CONFIRMED:

Baker Constructors, Inc.

Authorized Signature: _____

Estimator: Brian Pate
904-460-7950 bpate@bakerconstructors.com

ID	Task Name	Duration	Start	Finish
1	NTP		Tue 9/1/20	
2	Commencement		Tue 9/1/20	
3	Mobilization		Tue 9/1/20	
4	Shop Drawing	10 days	Thu 9/3/20	Wed 9/16/20
5	Erosion Control	156 days	Tue 9/1/20	Tue 4/6/21
6	Clearing / Demolition	20 days	Tue 9/1/20	Mon 9/28/20
7	Earthwork	35 days	Fri 9/25/20	Thu 11/12/20
8	Storm Drainage	24 days	Thu 10/15/20	Tue 11/17/20
9	Watermain	50 days	Mon 11/16/20	Fri 1/22/21
10	Reuse Main	70 days	Wed 10/14/20	Tue 1/19/21
11	Forcemain	28 days	Thu 1/21/21	Mon 3/1/21
12	Roadwork	51 days	Wed 12/23/20	Wed 3/3/21
13	Grassing	10 days	Thu 2/18/21	Wed 3/3/21
14	Substantial Completion		Mon 3/1/21	
15	Final Completion		Thu 4/1/21	



GENERAL NOTES:

1. The Contractor shall submit a detailed construction schedule with the bid proposal that outlines time frames for major work items. This schedule will be used in bid evaluation.
2. The selected Contractor will be required to submit an separate itemized AIA Payment Documents for public and private work, with schedule of values outlining all work items that will be used for monthly pay requests and change orders.
3. The Contractor is required to schedule and perform all required testing for the County and applicable utility companies prior to project acceptance. Owner's contractor will perform all Geotech testing as scheduled by the Contractor.
4. The Contractor is responsible for visually inspecting the entire site prior to submitting bids and notifying the Engineer of discrepancies, which may affect the construction and its cost.
5. Contractor is to use the completion dates to determine overall start date while maintaining cost effective practices.
6. Standard contract documents as provided by the Owner will be used for the Contract and General Conditions.
7. The Owner will provide the following survey stakeout work for the Contractor. All other necessary survey work must be provided by the Contractor.
 - a. Project Benchmark
 - b. Roadway Center Points
8. The Contractor shall be responsible for coordinating all work necessary with all utility companies.
9. The Contractor shall be responsible for coordinating the work necessary to complete all final approvals and acceptances.
10. Contractor shall complete his work in a professional and workman like manner typical of his industry. There shall be no sections or parts missing. Further, the work shall be complete and able to function for its intended use. The work must be continuous.
11. Burning of clearing debris generated on this project area may be burned as allowed by the regulating agencies.
12. Water and Sewer As-Builts must include elevation on all water/storm and water/sanitary crossing.
13. The Contractor shall specify all subcontractors to be used for major work items, i.e. water, sewer, paving and drainage.
14. Billing – The contractor must apply for all payments using the Build-Pro / Supply Pro System. An AIA paper copy of the payment must also be uploaded, e-mailed or mailed to Lennar. The

Contractor shall also provide partial lien releases for any NTO AND any supplier or sub that is on the list of suppliers/sub-contractors.

15. Contractor shall secure and pay for all clearing, paving and drainage construction permits, right-of way construction permits.
16. The undersigned Contractor has examined and read all Plans, Specifications, General and Special Conditions, and other Contract Documents and all Addenda thereto; and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements for the proposed work and submits this Bid with no unanswered questions.
17. The undersigned Contractor certifies that he has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the Owner and/or Engineer against any cost, damage or expense which may be incurred by any error in his preparation of same.
18. The undersigned Bidder agrees that he understands the following items:

If this Proposal is accepted by the Owner, the undersigned agrees to keep the bid in effect for ninety (90) calendar days from the bid opening date.

The Owner reserves the right to reject any or all Bids, waive informalities in any Bid, make award in part of whole with or without cause, and to the award in what is deemed to be the best interest of the Owner.


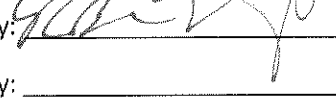
If awarded the Contract, the undersigned agrees to begin work within ten (10) calendar days after executing the contract and complete the improvements in accordance with the schedule shown.

The following documents are attached to and made a condition of this Bid.

- A. Attachment A – List of Proposed Subcontractors & Suppliers
- B. Attachment B – Certificate of Compliance with Florida Trench Safety Act
- C. Contractor's Licenses
- D. Detailed Project Schedule
- E. AIA Breakdown

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 7/24/2020 Acknowledged by: 
Addendum No. 2 Date: 7/29/2020 Acknowledged by: 
Addendum No. _____ Date: _____ Acknowledged by: _____
Addendum No. _____ Date: _____ Acknowledged by: _____

Stoy F. Marlow

President

Brian Regenhardt

Secretary

Brian Regenhardt

Treasurer


If Corporation, affix Corporate Seal

Utility - CUC049477 / GC - CGC1519398

License No.

Baker Constructors, Inc.

Name of Bidder


Brandon Forrest, Vice President
Signature and Title

912.307.9400

Business Telephone

904.545.0715

Emergency Telephone

70 Shirley B. James Drive

Business Address

Savannah, GA 31408

State and Zip Code

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Baker Constructors, Inc. 70 Shirley B. James Drive, Savannah, GA 31408

as Principal, hereinafter called the Principal, and Hartford Accident and Indemnity Company One Hartford Plaza, Hartford, CT 06155

a corporation duly organized under the laws of the State of Conn as Surety, hereinafter called the Surety, are held and firmly bound unto Lennar Homes, LLC

as Obligee, hereinafter called the Obligee, in the sum of Five (5) Percent of Bid **

Dollars (\$), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the Stillwater - Phase 1 Force Main and Reuse

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of August, 2020

[Signature] (Witness)

Baker Constructors, Inc. [Signature] (Principal) (Seal) [Signature] (Title)

[Signature] (Witness) Sterling Seacrest Partners 1001 Whitaker Street Savannah, GA 31401 912-544-1909

Hartford Accident and Indemnity Company [Signature] (Surety) (Seal) [Signature] (Title)

CHARLES W. SEILER ATTORNEY-IN-FACT GA # 414695 FL PO16266

** PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence satisfactory to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: STERLING SEACREST PARTNERS INC
 Agency Code: 20-266390

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

David E. Paddison, Deborah G. Rich, Charles W. Seiler of Savannah, GA and of ATLANTA, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 8-7-20
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

ATTACHMENT A

LIST OF PROPOSED SUBCONTRACTORS & Suppliers

List shall include the name of each Subcontractor or Suppliers.

Indicate percentage of Contract Price for each subcontractor listed. Attach additional information as needed.

Subcontractor No. 1

Name: FORTILINE

Description of Work: PVC MATERIALS

Percent of Contract Price:

Previous Experience Together: 3 YEARS +

Subcontractor No. 2

Name: DUAL ASPHALT

Description of Work: PAVING

Percent of Contract Price:

Previous Experience Together: 3 YEARS +

Subcontractor No. 3

Name:

Description of Work:

Percent of Contract Price:

Previous Experience Together:

Subcontractor No. 4

Name:

Description of Work:

Percent of Contract Price:

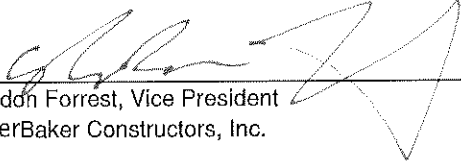
Previous Experience Together:

ATTACHMENT B

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Total Aggregate Lump Sum Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

By:



Brandon Forrest, Vice President
BidderBaker Constructors, Inc.

Date: 8/7/2020

Authorized Signature

NOTE: This form must be completed and attached to the Bidder's Bid Proposal

LENNAR®

STILLWATER VETERAN'S PARKWAY SOUTH EXTENSION Mandatory Pre-Bid Meeting Minutes

Addendum #1
Friday, 7/24/20 @ 10am

Bid Submittal

Electronic Submittals are required due to the ongoing COVID-19 pandemic. The bid package shall be sent to the following by 11am on August 7, 2020:


Ginny Feiner @ Ginny.Feiner@Lennar.com;
Brad Russel @ Russbl@jea.com;
Chris Buttermore @ Chris@mdginc.com

A complete bid package shall include the following:

- Completed and signed RFI bid form clearly depicting base bid design without cost participation and bid alternate design incorporating the cost participation required improvements by JEA.
- Schedule of Vales sent in **both pdf and excel**. Note, upon contract award, Lennar Homes, LLC will require a separate AIA payment application for the JEA scope.
- A detailed construction schedule.
- Completed Vendor Set-Up package.
- Evidence of \$10,000,000 minimum bonding capacity from a Surety Company acceptable to Owner
- Proof of insurance including: General Liability Insurance capacity in an amount equal to or exceeding 5,000,000 Automobile Liability Insurance capacity in an amount equal or exceeding \$1,000,000 General Aggregate Insurance capacity in an amount equal or exceeding \$5,000,000 along with the required Waivers of Subrogation naming Lennar Homes LLC and JEA as Certificate Holders (reference vendor set-up package for detailed waivers);
- Evidence the proposer has constructed three (3) projects similar in quality and scope of a minimum of \$5,000,000 each in completed construction over the last ten (10) years.
- Proposer is a licensed underground utility contractor in the State of Florida for a minimum of ten (10) years with a copy of licenses attached.
- Proposer is eligible to do business with JEA and Lennar Homes.
- Within (10) days of contract award, a Payment and Performance Bond for the JEA Force Main and Reuse scope shall be submitted to Owner, per Florida Statutes with Lennar Homes, LLC and JEA named as obligee.



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Addendum Acknowledgment

Brandon Forrest, Baker Constructors, Inc. 8/7/20
(Name & Company) Date

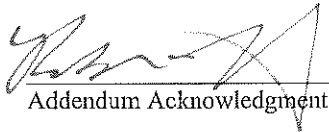


LENNAR®

STILLWATER
VETERAN'S PARKWAY SOUTH EXTENSION
Mandatory Pre-Bid Meeting Minutes

Addendum #2
7/29/20

- Please advise what bonds are required for the bid – As part of the bid submittal, a bid bond shall be provided for five percent (5%) of the largest amount for which award can be made under the accompanying bid, for the total cost of construction for the public improvements (JEA force main and reuse). As part of the bid submittal, a Payment and Performance bond shall be required to be submitted for 100% of the project cost. All bonds shall include statements identifying JEA and Lennar Homes, LLC as an additional obligee.
- Are we allowed to submit one SOV breakdown for both the Lennar and JEA work or will separate breakdowns be required? - Along with the completed bid form, please provide separate SOV breakdowns for the public (JEA force main and reuse upsizing) vs. private work as they will be contracted via work order separately.


Addendum Acknowledgment

Brandon Forrest, Baker Constructors, Inc. 8/7/20
(Name & Company) Date



LENNAR

Trade Partner Contact Information Sheet

Please provide the following information:

Trade Partner Business Name: Baker Constructors, Inc.

JDE Vendor Number: _____

Physical Address: 70 Shirley B. James Drive, Savannah, GA 31408
Street City State Zip

Mailing Address: Same as above
Street City State Zip

Office Phone: 904.559.1728 Fax #: 912.307.9401

Cell Phone: 904.545.0715

E-Mail Address: brandon@bakerconstructors.com

Principal Owner/Manager: Robert Baker, Owner 912.657.7223
Phone

Onsite Foreman: _____
Phone

Contact Person for Warranty: _____
Phone

Contact Person Responsible for Scheduling: _____
Phone

Emergency Contact Person: Brandon Forrest 904.545.0715
Phone

Accounting Contact Person & Phone: Mischa Turner 912.307.9400 ext. 108
Phone

Estimation of the number of homes that your company can efficiently handle per week: _____

Estimation of lead time: _____

Estimation of the time it will take to complete the scope of work: _____

LENNAR
REFERENCE VERIFICATION

Please list a minimum of (3) three business references, addresses, phone numbers and name of individual to contact in the space provided below.

1. Business Name: Please see the attached company information sheet

Address: _____

Contact: _____ Phone Number: _____

VERIFIED BY: _____ COMMENTS: _____

2. Business Name: _____

Address: _____

Contact: _____ Phone Number: _____

VERIFIED BY: _____ COMMENTS: _____

3. Business Name: _____

Address: _____

Contact: _____ Phone Number: _____

VERIFIED BY: _____ COMMENTS: _____

4. Business Name: _____

Address: _____

Contact: _____ Phone Number: _____

VERIFIED BY: _____ COMMENTS: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Baker Constructors, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 70 Shirley B James Drive</p> <p>6 City, state, and ZIP code Savannah, GA 31408-9032</p>	<p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																									
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2	6	4	3	9	6	4																			

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ <u>6/16/2020</u></p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

LENNAR

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
PERSONAL PROTECTIVE EQUIPMENT	
HARD HAT	† SHALL BE WORN ON ALL CONSTRUCTION SITES (CURB TO CURB)
EYE PROTECTION	† IS REQUIRED WHENEVER THERE ARE FLYING PARTICLES THAT COULD STRIKE THE EYES, SUCH AS PNEUMATIC TOOLS, SAWING, JACK HAMMERING, DRILLING, SANDING, ETC.
PROPER FOOTWEAR/CLOTHING	† APPROPRIATE FOR THE JOB BEING DONE SUCH AS CARPENTERS WEARING A SHOE WITH A SOLE THAT WILL RESIST NAIL PENETRATION AND WEARING GLOVES, LONG SLEEVE SHIRTS AND LONG PANTS WHEN APPROPRIATE
DUST, MISTS, PAINT, FIBROUS MATERIALS	† DUST MASKS OR APPROPRIATE RESPIRATORY EQUIPMENT WILL BE USED
EXTERIOR FALL PROTECTION IN USE	
ROOFS	† A SLIDE GUARD SHALL BE USED ON ROOFS WITH A PITCH UP TO 0:12 AND EAVE IS 25 FEET OR LESS. OVER 0:12 PITCH CONVENTIONAL FALL PROTECTION SHALL BE USED.
LANDINGS	† IF THE LANDING IS OVER 6 FEET ABOVE THE ADJACENT SURFACE THERE MUST BE A STANDARD GUARDRAIL
DECKS	† IF THE DECK IS 3 FEET OR OVER ABOVE THE ADJACENT SURFACE THERE MUST BE A STANDARD GUARDRAIL
STEPS	† NO POINT OF ACCESS CAN HAVE A STEP GREATER THAN 19 INCHES
OPEN SIDED PLATFORMS	† IF THERE ARE 4 OR MORE RISERS OR 30 INCHES OF RISE, (WHICH EVER IS LESS) THEN THERE MUST BE A HANDRAIL † ALL PLATFORMS 3 FEET OR MORE ABOVE THE ADJACENT SURFACE MUST BE GUARDED WITH A STANDARD GUARDRAIL
SCAFFOLDING	† SET UP ON FIRM SOLID GROUND † NO BRICKS, BLOCKS OR SCRAP LUMBER USED TO LEVEL THE SCAFFOLD, ONLY USE PROPER LEVELING APPARATUS † SCAFFOLDING OVER 10 FEET HIGH MUST HAVE GUARDRAIL, MID-RAIL AND TOE BOARD ON ALL OPEN SIDES.

LENNAR

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD

GENERAL GUIDELINES

INTERIOR FALL PROTECTION IN USE

HAND RAILS

- † STAIRS WITH MORE THAN 3 RISERS MUST BE EQUIPPED WITH A HANDRAIL LOCATED BETWEEN 30" AND 37" ABOVE THE STAIR TREAD IN-LINE WITH THE RISER
- † HANDRAIL MUST BE CONTINUOUS AND BE LOCATED A MINIMUM OF 3" OUT FROM THE WALL STAIR RAILS

STAIR RAILS

- † ANY STAIRS WITH AN OPEN SIDE OF 4 OR MORE RISERS MUST BE EQUIPPED WITH A STAIR RAIL ON THE OPEN SIDE
- † STAIR RAIL SHALL BE NOT LESS THAN 36" FROM THE TOP OF THE STAIR RAIL TO THE SURFACE OF THE TREAD, IN LINE WITH THE FACE OF THE RISER AT THE FORWARD EDGE OF THE TREAD

OPEN SIDED PLATFORMS

- † ALL PLATFORMS 6 FEET OR MORE ABOVE THE ADJACENT SURFACE MUST BE GUARDED OR COVERED.

FLOOR OPENING

- † ANY OPENING IN THE FLOOR GREATER THEN 12"x12" MUST BE PROPERLY GUARDED OR COVERED

WALL OPENINGS

- † ANY OPENING IN THE WALL THAT IS GREATER THAN 18"x30" IS CONSIDERED TO BE A "WALL OPENING" AND MUST BE GUARDED IF THERE IS GREATER THAN A 4-FOOT FALL TO THE ADJACENT SURFACE

WINDOWS

- † WHEN THE WINDOW HAS NOT BEEN INSTALLED AND THE DISTANCE FROM THE WINDOW SILL TO THE GROUND IS GREATER THAN 4 FEET, THE WINDOW MUST BE GUARDED AS FOLLOWS:
 - o IF THE SILL HEIGHT IS BETWEEN 12" AND 39" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL LOCATED AT 42" HIGH
 - o IF THE SILL HEIGHT IS BETWEEN 4" AND 12" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL AT 42" AND A MID-RAIL HALFWAY BETWEEN THE SILL AND THE GUARDRAIL
 - o IF THE SILL HEIGHT IS LESS THEN 4" ABOVE THE FLOOR THERE MUST BE A STANDARD GUARDRAIL, MID-RAIL AND A 4" TOE BOARD

SCAFFOLDING

- † SET UP ON FIRM SOLID GROUND
- † NO BRICKS, BLOCKS OR SCRAP LUMBER USED TO LEVEL THE SCAFFOLD, ONLY USE PROPER LEVELING APPARATUS

LENNAR®

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTOR AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES
LADDERS	♦ SCAFFOLDING OVER 10 FEET HIGH MUST HAVE GUARDRAIL, MID-RAIL, AND TOE BOARD ON ALL OPEN SIDES.
GOOD CONDITION	♦ NO JOB BUILT LADDERS ♦ NO BROKEN SIDE RAILS OR STEPS ♦ NO HOMEMADE REPAIR ♦ ALL BRACES INSTALLED BY THE MANUFACTURER ARE IN PLACE AND UNDAMAGED.
PROPER USE	♦ USED ACCORDING TO MANUFACTURERS SAFE USE INSTRUCTIONS. EXAMPLE: STEPLADDERS MUST BE OPENED AND RESTING ON ALL 4 FEET ♦ EXTENSION LADDERS MUST EXTEND A MINIMUM OF 3' PAST THE WORKING PLATFORM
TRENCHING & EXCAVATION	
PROTECTIVE SYSTEM	♦ IF THE EXCAVATION IS 5- FEET OR DEEPER THEN A PROTECTIVE SYSTEM MUST BE USED, PROTECTIVE SYSTEM INCLUDE: <ul style="list-style-type: none">o SLOPINGo SHORINGo BENCHING
PERIMETER GUARDING	♦ THE PROTECTIVE SYSTEM ALLOWED WILL DEPEND ON THE SOIL CLASSIFICATION (TYPE A, B OR C SOIL)
POWER TOOLS	♦ IF THE EXCAVATION, TRENCH, OR POOL COULD POSE A FALL HAZARD TO WORKERS ON THE JOB, OR THE GENERAL PUBLIC THERE NEEDS TO BE A BARRIER IN PLACE THAT WILL RESTRICT ACCESS ON THE SITE
CONDITION	♦ NO BROKEN HANDLES, SWITCHES OR CASINGS
GUARDS	♦ ALL GUARDS MUST BE IN OPERATIONAL CONDITION AND FUNCTIONING
CORDS	♦ NO BREAKS IN THE INSULATION ♦ BE OF THE SIZE AND TYPE SPECIFIED BY THE MANUFACTURE

LENNAR

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD

GENERAL GUIDELINES

EXTENSION CORDS

CONDITION

- † NO BREAKS IN THE INSULATION
- † NO SPLICES IN THE CORD
- † NO SPLICES IN THE CORD

PROPER GROUND

- † EQUIPPED WITH GROUND PRONGS

GFCI PROTECTED

- † ALL EXTENSION CORDS MUST BE PROVIDED WITH A GFCI AS CLOSE TO THE POWER SOURCE AS POSSIBLE, OR BE COVERED BY WRITTEN "ASSURED EQUIPMENT GROUNDING" PROGRAM
- † MUST HAVE STRAIN RELIEF; ALL CORDS MUST BE PROPERLY TIED OFF TO TEMPORARY POLE OR GENERATOR TO PREVENT PARTIAL DISCONNECTION

TANKS

STORED & SECURED

- † ALL TANKS MUST BE:
 - o STORED ON A FIRM LEVEL SURFACE
 - o SECURED FROM FALLING OVER
 - o AREA DESIGNATED "NO SMOKING" WITHIN 100 FEET
 - o IN AN AREA THAT PROTECTS THEM FROM BEING STRUCK BY EQUIPMENT AND VEHICLES
 - o IF THERE IS OVER 500 POUNDS IN TOTAL QUANTITY THE STORAGE AREA, CAN NOT BE WITHIN 25 FEET OF ANY BUILDING OR STRUCTURE

OUT OF THE HOMES

- † NO LP TANKS ARE TO BE STORED IN A HOME

GROUND FAULT PROTECTION

GFCI TEMP. POLES

- † ALL TEMPORARY POWER POLES MUST PROVIDE GFCI PROTECTION
- † GFCI BREAKERS MUST BE CHECKED BEFORE USING TO INSURE THEY ARE WORKING

GENERATOR GFCI PROTECTED

- † IF THE GENERATOR IS OVER 5 KW IT MUST BE GROUNDED

LENNAR

ADDENDUM TO CONTRACTOR BASE AGREEMENT

SAFETY SURVEY GUIDELINES FOR CONTRACTORS

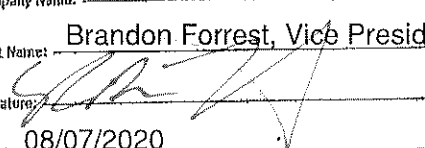
THE CONTRACTORS AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCCUPATION SAFETY AND HEALTH ACT, TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING CRITERIA:

OSHA STANDARD	GENERAL GUIDELINES		
GENERATORS, COMPRESSORS AND MIXERS	† ALL TEMPORARY POWER MUST BE EQUIPPED WITH GFCI PROTECTION		
CONDITIONS	† MUST BE IN GOOD WORKING ORDER		
GUARDS	† NO BROKEN, MISSING OR MODIFIED COMPONENTS	† ALL MOVING PARTS, ROLLERS BLADED GEARS, PULLEYS, AND PINCH POINTS ARE TO BE GUARDED	
CORDS & HOSES	† ARE TO BE IN GOOD CONDITION WITH NO BREAKS OR HOMEMADE REPAIRS	† ALL CORDS AND HOSES ARE TO BE OF THE TYPE AND SIZE SPECIFIED BY THE MANUFACTURER	
HOUSEKEEPING			
MATERIAL STORED PROPERLY	† MATERIAL STORED IN A MANNER THAT WOULD NOT POSE A HAZARD	† DRYWALL, PLYWOOD, OSB AND FLOORING STACKED FLAT	† STACKED IN A MANNER THAT WOULD RESIST FALLING
WORK AREAS /PASSAGEWAYS	† CLEARS OF DEBRIS, FORM AND SCRAP LUMBER, LUMBER WITH NAILS		
COMBUSTIBLES STORAGE	† COMBUSTIBLES AND FLAMMABLES STORED IN AN APPROPRIATE AREA THAT IS IDENTIFIED	† FLAMMABLE AND COMBUSTIBLE LIQUIDS STORED IN AN APPROVED METAL SYSTEM CAN	

LENNAR AND US HOME CORPORATION:

BY: _____
Print Name: _____
Title: _____
DATE: _____

SUBCONTRACTOR:

Company Name: Baker Constructors, Inc.
Print Name: Brandon Forrest, Vice President
Signature: 
DATE: 08/07/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Sterling Seacrest Partners, Inc P O Box 8004 Savannah GA 31402-8004	CONTACT NAME: Ann Davis PHONE (A/C, No, Ext): (912) 544-1900 FAX (A/C, No): (912) 544-1901 E-MAIL ADDRESS: adavis@sspins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: The Travelers Indemnity Co. of America</td> <td>25666</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Co. of America</td> <td>25666</td> </tr> <tr> <td>INSURER C: The Standard Fire Insurance Company</td> <td>19070</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Co. of America	25666	INSURER B: The Travelers Indemnity Co. of America	25666	INSURER C: The Standard Fire Insurance Company	19070	INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED Baker Constructors, Inc. 70 Shirley B James Drive Savannah GA 31408														

COVERAGES **CERTIFICATE NUMBER:** 20-21 MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CO 7277R144	06/16/2020	06/16/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-0N892903	06/16/2020	06/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-5J286811	06/16/2020	06/16/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A			UB-6K637732	06/16/2020	06/16/2021	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractor's Equipment/Inland Marine			660-1G393119	06/16/2020	06/16/2021	Blanket Limit: \$23,074,045 Leased/Rented Equipme \$500,000 per item Deductible: \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Lennar Corporation Insurance Compliance PO Box 12010 - LC Hemet CA 92516-8010	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - CONTINUED

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

AMENDING SCHEDULE OF CG D3 61 03 05 "ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION", NAME OF PERSON OR ORGANIZATION TO INCLUDE:

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

Lennar Corporation and any other person or organization, except any architect, engineer or surveyor, that you agree in a written contract with Lennar Corporation to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

LOCATION OF COVERED OPERATIONS:

ANY PROJECT TO WHICH AN APPLICABLE WRITTEN CONTRACT DESCRIBED IN THE NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) SECTION OF THIS SCHEDULE APPLIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - CONTINUED

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

AMENDING SCHEDULE OF CG 20 37 07 04 "ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS", NAME OF PERSON OR ORGANIZATION TO INCLUDE:

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

Lennar Corporation, and any other person or organization, except any architect, engineer or surveyor, that a written contract with Lennar Corporation specifically requires you to include as an additional insured on the Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

ANY PROJECT TO WHICH AN APPLICABLE WRITTEN CONTRACT DESCRIBED IN THE NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) SECTION OF THIS SCHEDULE APPLIES.



ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

CHANGE DOCUMENT WC 99 99 98 (A)

POLICY NUMBER: UB-6K637732-20-26-G

CHANGE EFFECTIVE DATE: 06-16-20

NCCI CO CODE: 15245

INSURER: THE STANDARD FIRE INSURANCE COMPANY

INSURED'S NAME: BAKER CONSTRUCTORS, INC.

This change is issued by the Company or Companies that issued the policy and forms a part of the policy. It is agreed that the policy is amended as follows:

An absence of an entry in the premium spaces below means that the premium adjustment, if any, will be made at time of audit.

ADDITIONAL PREMIUM	\$ NIL	RETURN PREMIUM	\$ NIL
ADDITIONAL NON-PREMIUM	\$ NIL	RETURN NON-PREMIUM	\$ NIL

Tax and Assessment charge is changed as follows:

STATE	DESCRIPTION	STAT CODE	PERCENTAGE
FL	FL WORKERS COMP INS GUARANTY ASSOCIATION SURCHARGE	1116	1.000 %

Item 3.D Form Number is deleted:

WC 00 03 13 00 WAIVER OF OUR RIGHT TO RECOVER

Item 3.D Form Number is replaced:

WC 99 03 C3 00 SPECIAL PROVISIONS ENDT

Item 3.D Form Number is added:

WC 00 03 13 00 - 001 Waiver of Our Right to Recover from Others

DATE OF ISSUE: 07-24-20 JG CHANGE NO: 1 PAGE 1 OF 1
POL. EFF. DATE: 06-16-20 POL. EXP. DATE: 06-16-21
OFFICE: ATLANTA GA 005
PRODUCER: STERLING SEACREST PTRS CGF60

COUNTERSIGNED AGENT

TRAVELERS 
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 89 06 14 (00) -

POLICY NUMBER: UB-6K637732-20-26-G

**POLICY INFORMATION PAGE
ENDORSEMENT**

Item 3.D. Endorsement numbers is changed to read:

WC 00 03 13 00

WC 99 03 C3 00

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

DATE OF ISSUE: 07-24-20

ST ASSIGN:

TRAVELERS 
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**
ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: **UB-6K637732-20-26-G**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.
INCLUDING:
LENNAR CORPORATION**

POLICY NUMBER: UB-6K637732-20-26-G

**SPECIAL PROVISIONS ENDORSEMENT
 STATE APPLICABILITY**

The listed endorsements are only applicable in the following states:

- WC 00 03 02 (00)-001 DESIGNATED WORKPLACES EXCLUSION
 APPLIES TO STATE(S): FL GA SC VA
- WC 00 03 11 (A)-001 VOLUNTARY COMP AND EMPLOYERS LIAB COV
 APPLIES TO STATE(S): FL GA SC VA
- WC 00 03 13 (00)-001 WAIVER OF OUR RIGHT TO RECOVER
 APPLIES TO STATE(S): FL GA SC VA
- WC 00 04 14 (A)-001 NOTIFICATION OF CHG IN OWNR ENDT
 APPLIES TO STATE(S): FL GA SC VA
- WC 00 04 19 (00)-001 PREMIUM DUE DATE ENDORSEMENT
 APPLIES TO STATE(S): FL GA SC VA
- WC 00 04 21 (D)-001 CATASTROPHE (O/T CERT. ACTS OF TERR) ENDT
 APPLIES TO STATE(S): GA SC
- WC 00 04 22 (B)-001 TERRORISM RISK INS PROG REAUTH ACT ENDT
 APPLIES TO STATE(S): GA SC VA
- WC 00 04 24 (00)-001 AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
 APPLIES TO STATE(S): GA SC VA
- WC 00 04 25 (00)-001 EXPER RATING MOD FACTOR REVISION ENDT
 APPLIES TO STATE(S): GA SC VA
- WC 00 06 03 (00)-001 BENEFITS DEDUCTIBLE ENDORSEMENT
 APPLIES TO STATE(S): SC
- WC 09 03 03 (00)-001 FL EMPLRS LIAB COVERAGE ENDT
 APPLIES TO STATE(S): FL
- WC 09 04 01 (00)-001 FLORIDA CONTRACTING PREM ADJUST END
 APPLIES TO STATE(S): FL
- WC 09 04 03 (B)-001 FL TRIPRA ENDORSEMENT
 APPLIES TO STATE(S): FL
- WC 09 04 07 (00)-001 FL NON-COOPERATION WITH PREM AUDIT ENDT
 APPLIES TO STATE(S): FL
- WC 09 06 05 (00)-001 FL BENEFITS DEDUCTIBLE END
 APPLIES TO STATE(S): FL
- WC 09 06 06 (00)-001 FL EMPLOYMENT AND WAGE INFORMATION REL.
 APPLIES TO STATE(S): FL
- WC 09 06 07 (A)-001 FL WC INS GUARANTY ASSOC SURCH NOTIFIC
 APPLIES TO STATE(S): FL
- WC 10 06 01 (C)-001 GA CANC NONRENEWAL AND CHANGE ENDT
 APPLIES TO STATE(S): GA
- WC 10 06 02 (00)-001 GEORGIA BENEFITS DEDUCTIBLE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective _____ Policy No. _____ Endorsement No. _____
 Insured _____ Premium \$ _____
 Insurance Company _____ Countersigned by _____

POLICY NUMBER: UB-6K637732-20-26-G

**SPECIAL PROVISIONS ENDORSEMENT
STATE APPLICABILITY**

The listed endorsements are only applicable in the following states:

APPLIES TO STATE(S): GA
WC 45 06 02 (00)-001 VA AMENDATORY ENDT
APPLIES TO STATE(S): VA
WC 45 06 03 (00)-001 VA BENEFITS DEDUCTIBLE ENDORSEMENT
APPLIES TO STATE(S): VA
WC 45 06 04 (00)-001 VIRGINIA CONTRACTING CLASS PREM. ADJUST
APPLIES TO STATE(S): VA
WC 99 04 08 (00)-001 PREMIUM DISCOUNT ENDORSEMENT
APPLIES TO STATE(S): FL GA SC VA
WC 99 06 10 (B)-001 AMENDED CANCELLATION CONDITION ENDT
APPLIES TO STATE(S): GA
WC 99 06 P8 (00)-001 FL NOTICE OF CANC OR NONRENEW BY US ENDT
APPLIES TO STATE(S): FL
WC 99 06 Q1 (00)-001 EARLIER NOTICE OF CAN OR NONRE BY US END
APPLIES TO STATE(S): SC VA
WC 99 06 R3 (00)-001 NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
APPLIES TO STATE(S): GA SC VA
WC 99 06 R3 (00)-002 NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
APPLIES TO STATE(S): GA SC VA

Schedule F, Schedule 10 or Schedule C

INSURANCE REQUIREMENTS - High Risk Level

Subcontractor shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. Workers' Compensation:

Coverage A. Statutory Benefits

Coverage B. Employers' Liability limits of not less than:

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

With the exception of the state of New Jersey and monopolistic states, coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns.

2. Commercial Auto Coverage:

Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than \$1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos. If Subcontractor does not have any company owned vehicles, a copy of the declaration page from the personal auto liability policy of the principal(s) of the company entering into this agreement will be acceptable. Hired and non-owned auto coverage for the Subcontractor must be evidenced through a general liability policy or auto policy.

3. Commercial General Liability:

Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	\$1,000,000
Personal Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

The policy must include:

- Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XGU).
- Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for a minimum of ten (10) years following completion of its work.
- Standard ISO CG 00 01 0186 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause.
- Broad Form Property Damage coverage, including completed operations, or its equivalent.
- The work "performed on your behalf by a subcontractor" exception to the "Damage to Your Work" exclusion (Exclusion "I" in Section 1 of the ISO form CG 00 01 10 01 and earlier versions.) No limitation or restriction of this exception is allowed.
- An Additional Insured Endorsement (equivalent to ISO form CG 20 10 11 85) naming as additional insured:
"Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns."
- If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
- There shall be no exclusions for continuing or progressive losses not known by Subcontractor to exist prior to policy inception.
- Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
- Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.
- There shall be no "pollution" exclusions, residential exclusions, nor any of their equivalents.
- The CGL policy may not be subject to a self-insured retention (SIR) or deductible that exceeds \$10,000. Any and all SIRs must be susceptible of being satisfied under the CGL policy through payments made by additional insureds, co-insurers, and/or insureds other than the First Named Insured.

4. Property Insurance:

Subcontractor shall maintain "Special Form" property insurance (commonly referred to as "all risk" or "special perils" coverage) in an amount equal to the full replacement cost of all Subcontractor's real and personal property (for which it has title and/or risk of loss), as well as real and personal property which becomes a final part of the Project, during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

Property Waiver of Subrogation: Subcontractor hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

5. Other Requirements:

- All policies must afford an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation or non-renewal, and ten (10) days notice of cancellation for non-payment of

16V1-Insurance_Req-High_1-12.doc

Contractor Initial _____

Subcontractor Initial _____

- premium.
- b) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-): VII. Pursuant to Section 627.442 Florida Statutes, the insurance company rating requirement does not apply to a self-insurance fund that is subject to part V of Chapter 631. This exception is only applicable to self-insurance funds providing Workers' Compensation coverage in the State of Florida. Contractor reserves the right to accept coverages provided via a state fund. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefor.
 - c) Certificates of insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Subcontractor performed on behalf of Contractor shall be covered by such insurance. A 30-day notice of cancellation must be issued per the terms/provisions under the Subcontractor's policy(ies).
 - d) If the Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.
 - e) Contractor reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right, whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to procure pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.
 - f) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.
 - g) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.
 - h) Nothing in this Exhibit shall reduce Subcontractor's obligations under this Contract. Subcontractor's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.
 - i) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

6. Changes and Modifications:
Any modification or waiver of the Insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Contractor.

7. Notices:
All Certificates of Insurance and required endorsements must be addressed and forwarded to:

Lennar Corporation
Insurance Compliance
PO Box 12040-LC
Hemel, CA 92646-0010
Phone: (951) 769-2274

LENNAR

PAYMENT TERMS MEMO

Dear Valued Trade Partner,

Below are the available pay terms with Lennar. Please review and select one of the three options below:

 A.

Elect to be paid through Lennar's ePayables credit card program. Payment term for this is no discount for net 7-10 business days. JDE Pay term 1.

 B.

Elect to be paid through Lennar's ACH program. Payment term for this is 1% discount on total PO/Invoice amount for net 7-10 business days. This is an electronic payment directly into your checking account. JDE Pay term 19.

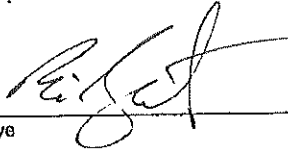
 C.

Elect to be paid through Lennar's ACH program. Payment term is no discount for net 30 business days. JDE Pay term Net 30.

Lennar appreciates its relationships with all of its Trade Partners and thanks you in advance for your continued hard work and support.

As principle representative of the company, you agree to the payment term checked above. Please sign below:

Brian Regenhardt
Trade Partner Representative



Baker Constructors, Inc.
Company

912.307.9400
Phone 1

706.231.5551
Phone 2

912.307.9401
Fax

brian@bakerconstructors.com
Email

8/07/2020
Date

Lennar Purchasing Manager

Date

Division

Company Credit Information

Billing Information: Baker Constructors, Inc.
70 Shirley B. James Drive
Savannah, Georgia 31408
Office: 912-307-9400
Fax: 912-307-9401
Email: ap@bakerconstructors.com

General Information: Construction Company Incorporated in Florida as of May 2016
FEIN#: 81-2643964
Accounting Contact: Mischa Turner @ 912-307-9400 ext. 108

Officer Information: Stoy Marlow, President
Brian Regenhardt, Treasurer

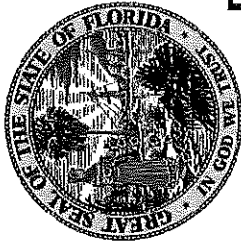
Banking Information: Bank South
18 West Bryan Street
Savannah, Georgia 31401
912-373-1764
912-355-3056
Contact: Laura M. Moore
Email: lmoore@banksouth.com
Checking Acct #: 573225

Business References: ***Barrett Oil Distributors***
2126 West Bay Street
Savannah, Georgia 31415
Office: 912-234-7231 ext. 1008
Fax: 912-233-5609
Contact: Melanie Garrett

Martin Marietta Materials
P.O. Box 30013
Raleigh, NC 27622-0013
Office: 205-314-6100
Fax: 678-606-9990
Contact: Brenda Davis

D & R Utility Construction
4519 Ogeechee Road
Savannah, Georgia, 31405
Office: 912-236-7669
Fax: 912-236-7761
Contact: Danielle Freeman

Ron DeSantis, Governor



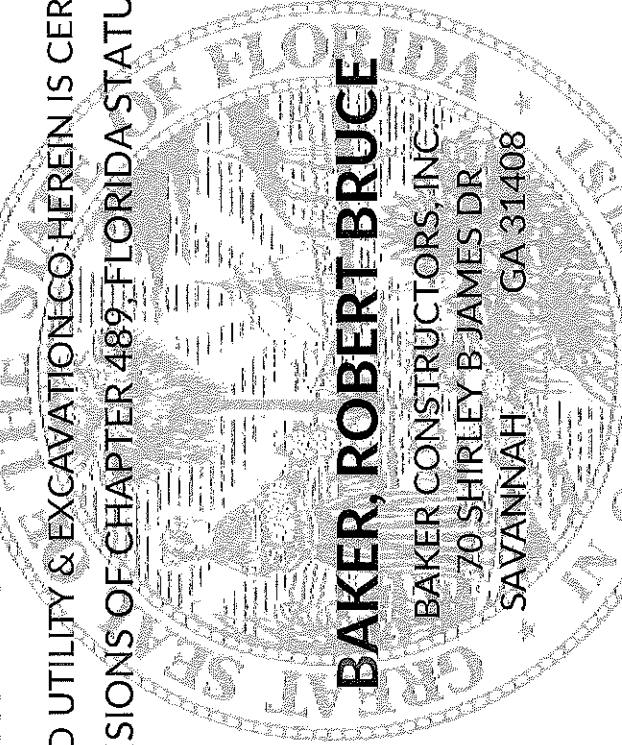
Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



BAKER, ROBERT BRUCE

BAKER CONSTRUCTORS, INC.
70 SHIRLEY B JAMES DR
SAVANNAH GA 311408

LICENSE NUMBER: CUC049477

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

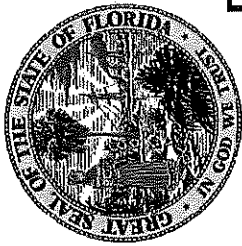


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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



FORREST, ROBERT B SR

BAKER CONSTRUCTORS, INC
905 AUTUMN-GREEN CT.
ST. JOHNS FL 32259

LICENSE NUMBER: CGC1519398

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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August 5, 2020

Lennar Homes, LLC
9440 Philips Hwy
Suite 7
Jacksonville, FL 32256

Re: Baker Constructors, Inc.
Job: Stillwater

To whom it may concern,

We are pleased to inform you that Hartford Accident and Indemnity Company (HAIC), is the surety for Baker Constructors, Inc. (Baker). HAIC is rated A+, class XV by A.M. Best and is approved on Federal projects as listed in the U.S. Treasury Dept. Circular 570.

I consider Baker to be well managed and financed. I can fully recommend them to you.

I would estimate Baker's bonding capacity at \$50 mill single and \$100 mill aggregate.

Please note that the decision to issue performance and payment bonds is a matter between Baker and HAIC, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you for any reason we do not execute said bonds.

Please feel free to call me at the telephone number shown below should you have any questions or need any additional information regarding Baker Constructors, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read 'Charles W. Seiler', is written over the word 'Sincerely,'.

Charles W. Seiler, ARM, AFSB, CIC
Account Executive – Bonds
Sterling Seacrest Partners, Inc.
Attorney-in-fact
Hartford Accident and Indemnity Company

/cws

Completed Contracts

Project #	Project Name	DOLLAR AMOUNT OF WORK PERFORMED	Prime or Sub	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
16001	MLIP - Bldg 1, 2 & Infrastructure - Mahany	\$1,820,845.78	Sub	2017	Pooler, GA	Vince Ferraro Mahany Construction Co., Inc (912) 966-5230
16003	C-13 Spec Building	\$4,862,087.75	Sub	2017	Savannah, GA	Jessie Bentley Evans General Contractors (912) 629-0222
16004	Morgan Lakes Industrial Park Bldg. 3	\$332,982.40	Sub	2017	Pooler, GA	Vince Ferraro Mahany Construction Co., Inc (912) 966-5230
16006	TPA Slip Ramp	\$478,358.50	Prime	2017	Port Wentworth, GA	Chris Hayes TPA Realty (404)-358-1178
16007	Daniel Defense	\$984,278.10	Sub	2017	Black Creek, GA	Jeff Jepson Evans General Contractors (912) 629-0222
17001	Savannah Regional Landfill	\$2,334,994.15	Prime	2017	Savannah, GA	Jeremy Poetzsch Republic Srevides (843)266-6200
17003	Morgan Lakes Industrial Park Bldg. 4	\$129,300.00	Sub	2017	Pooler, GA	Vince Ferraro Mahany Construction Co., Inc (912) 966-5230
17004	Effingham IDA- North Tract	\$924,999.25	Prime	2017	Effingham County, GA	Brandt Herndon Effingham County IDA (912) 754-3301
17015	IDI International Trade	\$188,800.00	Prime	2017	Liberty County, GA	Gary Minor IDI Logistics (770) 866-1117
16005	DMCA 13A Dike Raising and Weir Improvements	\$3,196,125.00	Sub	2018	Jasper County, SC	Chad Brown Ashridge, Inc. (912) 222-4711
16008	The Farm Ph 1C	\$500,000.00	Sub	2018	Pooler, GA	Robert Baker Lakes Property, LLC (912) 307-9400
17002	Savannah Quarters	\$1,539,601.85	Prime	2018	Savannah, GA	Hal Kraft, PE HGB Engineers (912) 354-4626
17005	Morgan Lakes Industrial Park Bldg. 5	\$148,500.00	Sub	2018	Pooler, GA	Vince Ferraro Mahany Construction Co., Inc (912) 966-5230

Project #	Project Name	DOLLAR AMOUNT OF WORK PERFORMED	Prime or Sub	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
17007	RBW Logistics	\$1,267,939.25	Sub	2018	Pooler, GA	Jessie Bentley Evans General Contractors (912) 629-0222
17008	ICON	\$1,417,317.50	Sub	2018	Pooler, GA	Jessie Bentley Evans General Contractors (912) 629-0222
17011	MLIP - Blvd Ph 2 - Icon/RBW	\$1,352,405.65	Sub	2018	Pooler, GA	Jessie Bentley Evans General Contractors (912) 629-0222
17014	Morgan Lakes Industrial Park Bldg. 2 Expansion	\$107,125.00	Sub	2018	Pooler, GA	Vince Ferraro Mahany Construction Co., Inc (912) 966-5230
17016	International Trade Park - Lot 3	\$677,855.00	Sub	2018	Savannah, GA	Russell Stockard Evans General Contractors (912) 629-0222
17018	Fibertex Warehouse	\$694,082.85	Sub	2018	Pooler, GA	Vince Ferraro Mahany Construction Co., Inc (912) 966-5230
17020	Triple B Trail Extension	\$190,180.50	Sub	2018	Pooler, GA	Vince Ferraro Mahany Construction Co., Inc (912) 966-5230
18005	UNIS	\$825,937.25	Sub	2018	Pooler, GA	Evans General Contractors, LLC Justin Cooper jcooper@evans-gc.com
18006	Bloomington Drainage Impr Ph 3	\$290,613.20	Prime	2018	Bloomington, GA	Charles Akeridge City of Bloomington (912) 330-9048
18013	Triple B Trail Intersection Improvements	\$61,954.50	Sub	2018	Pooler, GA	Vince Ferraro Mahany Construction Co., Inc (912) 966-5230
18018	Lunenburg - Gas Line T&M	\$31,377.82	Prime	2018	Lunenburg, VA	Michael Stubbs, PE HHNT, Inc. (478) 743-7175
18019	Lunenburg Relocate Trash	\$739,325.85	Prime	2018	Lunenburg, VA	Michael Stubbs, PE HHNT, Inc. (478) 743-7175
18012	Savannah Port Logistics Center	\$4,373,770.65	Prime	June 2018	Pooler, GA	Savannah Green I Owner, LLC
18004	Highlands Blvd.	\$3,497,056.26	Prime	Oct 2018	Savannah, GA	Godley Station Enterprises, LLC

Project #	Project Name	DOLLAR AMOUNT OF WORK PERFORMED	Prime or Sub	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
17006	Tradeport East	\$1,492,204.15	Prime	2019	Liberty County, GA	Carmen Cole Liberty County Development Authority (912) 368-3356
17012	International Trade Park - Lot 8	\$9,406,560.16	Sub	2019	Port Wentworth, GA	Ben Runkle Evans General Contractors (912) 629-0222
17017	Crossgate Building A	\$3,613,101.89	Sub	2019	Port Wentworth, GA	Evans General Contractors, LLC Russell Stockard 912-665-0830
17019	MLBP Ph2 Bldg A	\$4,868,729.80	Sub	2019	Pooler, GA	James Bonney Evans General Contractors (912) 629-0222
18001	Sunbury Road	\$1,398,994.70	Prime	2019	Midway, GA	Carmen Cole Liberty County Development Authority (912) 368-3356
18007	Supply Chain Savannah, GA	\$5,484,416.60	Sub	2019	Savannah, GA	Evans General Contractors, LLC James Bonney jbonney@evans-gc.com
18009	MLP Ph 2 Bldg C	\$27,500.00	Sub	2019	Pooler, GA	James Bonney Evans General Contractors (912) 629-0222
18008	International Trade Park - Lot 2 Bldg. 100	\$2,096,533.85	Sub	2019	Savannah, GA	Billy Latsko The Conlan Company (904) 309-8000
18014	Tanger - Outparcel 5	\$644,649.60	Sub	2019	Pooler, GA	Matt Byrd Boomer Construction, Inc. (912) 704-6400
18015	Lunenburg Co Landfill	\$3,160,002.20	Prime	2019	Lunenburg, VA	Michael Stubbs, PE HHNT, Inc. (478) 743-7175
18016	AGCO	\$389,009.70	-	2019	Black Creek, GA	Chad Zitttrouer Kern Engineering (912) 35-8400
18017	Rivertown Multipurpose Fields	\$1,183,359.64	Prime	2019	St. Johns County, FL	D.J. Smith Mattamy Jacksonville, LLC (904) 279-9500
18020	MLBP Ph2 Bldg C	\$6,269,979.45	Sub	2019	Pooler, Ga	Evans General Contractors, LLC 2710 Old Milton Parkway, Suite 200 Alpharette, GA 30009
18024	Martin Marietta - Green Cove Springs	\$1,375,000.00	Prime	2019	Green Cove Springs, FL	Martin Marietta, Inc. 2710 Wycliff Road Raleigh, NC 27607

Project #	Project Name	DOLLAR AMOUNT OF WORK PERFORMED	Prime or Sub	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
18027	Rivertown Estates	\$218,305.57	Prime	2019	St. Johns County, FL	D.J. Smith Mattamy Jacksonville, LLC (904) 279-9500
18028	Icon - Additional Car Parking	\$57,650.00	Sub	2019	Pooler, GA	James Bonney Evans General Contractors (912) 629-0222
18999	Misc Jobs	\$5,400.00	-	2019	Savannah, GA	Various
19001	Spring Grove Landfill - Construction of Cell No. 5A	\$1,160,900.00	Prime	2019	North Charleston, SC	Republic Services of South Carolina, North Charleston, SC
19003	Tradeport East SE Road and Drainage Ditch	\$563,843.15	Prime	2019	Liberty County, GA	Liberty County Development Authority Hinesville, GA
19004	St. Mark's C&D Disposal Facility	\$1,798,678.00	Prime	2019	St. Augustine, FL	Republic Services of Florida, LP Phoenix, AZ
19005	Tri-City Landfill T&M	\$25,900.20	-	2019	Petersburg, VA	Michael Stubbs, PE HHNT, Inc. (478) 743-7175
19010	International Trade Park Lot 2 Work	\$9,450.00	-	2019	Savannah, GA	Billy Latsko The Conlan Company (904) 309-8000
19017	Broadhurst - Cell No. 10 A Protective Cover Wayne County, GA	\$194,057.00	Prime	2019	Wayne County, GA	Republic Services of GA, LP Jeremy Poetzsch
17013	GBL-054 Coastal Savannah Regional Crime Laboratory / Morgue	\$1,124,523.21	Sub	4/6/2019	Pooler, GA	DPR Construction, a General Partnership Christ Bontrager
19008	Port Logistics Phase 2	\$5,104,949.80	Prime	May 2019	Pooler, GA	Savannah Green II Owner, LLC Barry Marcus
18022	Western Power Sports	\$1,395,494.70	Sub	7/20/2019	Liberty County, GA	Evans General Contractors, LLC Lee Woodcock L.Woodcock@evans-gc.com
19007	Georgia Ports - Ocean Terminal Paving South of Viaduct - Ph2 (Savannah, GA)	\$4,396,953.00	Prime	2020	Savannah, GA	Georgia Ports Authority Savannah, GA
19013	Lunenburg Closure	\$4,891,656.35	Prime	2020	Lunenburg, VA	Michael Stubbs, PE HHNT, Inc. (478) 743-7175

LENNAR HOMES, LLC
 STILLWATER OVERALL BID COMPARISON
 8/26/2020

*disqualified by Lennar. Not an approved vendor

VETERANS PKY SOUTH	BESCH & SMITH	BAKER	AJ JOHNS	PETTICOAT	VALLENCOURT
Mobilization	\$120,686.68	\$68,346.58	\$69,555.33	\$196,000.00	\$105,921.49
Erosion Control	\$22,411.26	\$27,411.04	\$19,419.32	\$41,850.00	\$36,664.38
Clearing, Grubbing, Demo	\$125,286.80	\$84,437.20	\$250,612.91	\$222,790.00	\$176,244.12
Earthwork	\$909,286.06	\$1,001,029.20	\$958,449.04	\$1,016,072.55	\$1,039,168.43
Seed & Sod		\$27,149.00	\$27,385.38	\$50,906.25	\$69,001.21
As-Builts	\$31,381.05	\$19,059.13	\$38,337.08	\$2,000.00	\$26,708.06
Roadway	\$1,381,160.10	\$1,382,675.87	\$1,638,940.96	\$1,579,625.00	\$1,457,187.40
Storm Drainage	\$217,478.64	\$235,769.66	\$338,069.53	\$292,361.25	\$199,070.01
Water Distribution	\$344,751.43	\$401,909.72	\$311,130.18	\$382,485.00	\$434,381.95
A. LENNAR PRIVATE WORK	\$3,152,442.02	\$3,247,787.40	\$3,651,899.73	\$3,784,090.05	\$3,544,347.05
Developer 12" Reuse	\$315,842.57	\$365,045.55	\$305,221.70	\$336,100.00	\$375,108.82
Developer 8" Force Main	\$56,815.26	\$87,849.63	\$70,218.29	\$73,380.00	\$87,823.72
B. LENNAR BASE BID	\$372,657.83	\$452,895.18	\$375,439.99	\$409,480.00	\$462,932.54
JEA Reuse Upsizing	\$880,532.66	\$976,641.28	\$804,655.40	\$866,269.75	\$835,336.70
JEA Force Main Upsizing	\$143,518.23	\$185,234.37	\$167,888.48	\$156,334.00	\$204,337.80
C. JEA UPSIZING SUBTOTAL	\$1,024,050.89	\$1,161,875.65	\$972,543.88	\$1,022,603.75	\$1,039,674.50

JEA COST SHARE OBLIGATION (C-B)	\$651,393.06	\$708,980.47	\$597,103.89	\$613,123.75	\$576,741.96
LENNAR CONTRACT VETERAN'S PKY SOUTH	\$4,176,492.91	\$4,409,663.05	\$4,624,443.61	\$4,806,693.80	\$4,584,021.55

PHASE 1 FM & RU UPSIZING	BESCH & SMITH	BAKER	AJ JOHNS	PETTICOAT	VALLENCOURT
Mobilization	\$0.00	\$110.61	\$241,561.00	\$190,000.00	\$151,685.73
As-Builts	\$0.00	\$110.61	\$28,523.70	\$3,000.00	\$10,797.00
Developer 12" Reuse	\$0.00	\$868,338.91	\$759,468.70	\$785,160.00	\$1,061,489.65
Developer 4/6/8 Forcemain	\$0.00	\$233,559.44	\$209,026.81	\$204,050.00	\$354,785.63
D. LENNAR BASE BID	\$0.00	\$1,102,119.57	\$1,238,580.21	\$1,182,210.00	\$1,578,758.01
JEA Mobilizaiton	\$0.00	\$110.61	\$241,561.00	\$190,000.00	\$166,828.50
JEA As-Builts	\$0.00	\$110.61	\$28,523.70	\$3,000.00	\$14,396.00
JEA 24" Reuse	\$0.00	\$3,458,763.66	\$2,445,339.39	\$2,495,385.00	\$3,774,974.42
Credit JEA Reuse Detail for Tee in lieu of Tap	\$0.00	(\$742,836.00)	incl above	incl above	did not include
JEA 16" Force Main	\$0.00	\$772,175.66	\$897,779.69	\$659,635.00	\$919,908.44
E. JEA UPSIZING SUBTOTAL	\$0.00	\$3,488,324.54	\$3,613,203.78	\$3,348,020.00	\$4,876,107.36

JEA COST SHARE OBLIGATION (E-D)	\$0.00	\$2,386,204.97	\$2,374,623.57	\$2,165,810.00	\$3,297,349.35
LENNAR CONTRACT PHASE 1 UPSIZING	\$0.00	\$3,488,324.54	\$3,613,203.78	\$3,348,020.00	\$4,876,107.36

JEA TOTAL COST SHARE OBLIGATION		\$3,095,185.44	\$2,971,727.46	\$2,778,933.75	\$3,874,091.31
LENNAR TOTAL CONTRACT		\$7,897,987.59	\$8,237,647.39	\$8,154,713.80	\$9,460,128.91

did not bid this work

disqualified did not bid conflicts

disqualified did not bid conflicts