

Welcome to the JEA Awards Meeting

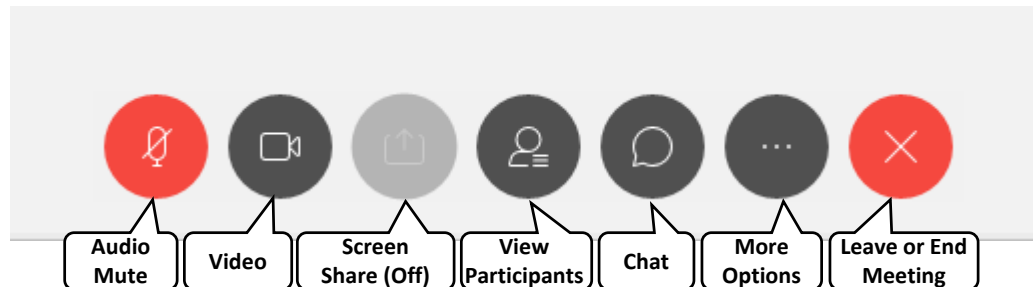
You have been joined to the meeting with your **audio muted** by default.

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: **Friday, February 26, 2021**

TIME: **11:00 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): 160 589 9848
WebEx Password: pxP6CqUSt63

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (02/18/2021).
2. **DEFERRED** - Request approval to award a change order to Garney Companies Inc., for the installation of the UV equipment and additional pre-construction services as part of the Southwest Water Reclamation Facility (WRF) Expansion in the amount of \$3,206,159.00, for a new not-to-exceed amount of \$6,700,300.00, subject to the availability of lawfully appropriated funds.
3. 009-21 – Request approval to award a contract to Williams Industrial Services for construction services for Twin Creeks Reclaimed Water Re-Pump Station Improvements - Phase II project in the amount of \$4,584,949.07, subject to the availability of lawfully appropriated funds.
4. Request approval to award a sole source award to Message Broadcast for Customer Alerts and Preferences in the amount of \$1,809,000.00, subject to the availability of lawfully appropriated funds.
5. 1410261453- Request approval to rescind this solicitation, and reject all Responses received in anticipation of rebidding.
6. 1410242847 – Request approval to award a contract to Superior Row Services, LLC, for the construction of the Forest Trail Patrol Road in the amount of \$449,463.59, subject to the availability of lawfully appropriated funds.
7. Request approval to award a change order to Hazen and Sawyer for additional design and engineering services during construction for the Arlington East Water Reclamation Facility (WRF) Upgrades Project in the amount of \$7,137,148.00, for a new not-to-exceed amount of \$8,029,458.00, subject to the availability of lawfully appropriated funds.
8. 008-21 – Request approval to award a contract to Sunbelt Rentals, Inc. for portable pump rental in the amount of \$563,640.00, subject to the availability of lawfully appropriated funds.
9. Request approval to award payment to Florida Department of Transportation for the Edgewood Ave. South Resurfacing from US 17 to Cassat Ave. project in the amount of \$154,563.32, 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.

02-26-2021 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 02/18/2021 meeting.
2-Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
3	Invitation for Bid (IFB) 3 bidders	Vu	\$4,700,000.00	\$4,584,949.07	Williams Industrial Services, LLC	Project Completion (Expected: June 2022)	<u>Twin Creeks Reclaimed Water Re-Pump Station Improvements - Phase II</u> Request approval to award a contract to Williams Industrial Services for construction services for Twin Creeks Reclaimed Water Re-Pump Station Improvements - Phase II project in the amount of \$4,584,949.07
4	Sole Source	Pressley	\$1,728,000.00	\$1,809,000.00	Message Broadcast	Three (3) Years, No Renewals	<u>Customer Alerts and Preferences</u> Message Broadcast has implemented a customer alert platform that is used by JEA to setup and manage ongoing, triggered and ad hoc customer alerts. The Message Broadcast platform allows JEA to manage all alerts, email, text/SMS (two way), and print, through one (1) interface. The platform hosts the Customer Preference Center (allowing customers to select how, when and what messages they wish to receive) and store customer alert preferences (data hosting). The platform integrates with systems currently used by JEA.
5	Rescind	Erixton	\$700,000.00	N/A	N/A	N/A	<u>Combustion Turbine 7B Parts Refurbishment</u> Request approval to rescind contract, due to movement of outage.
6	Invitation for Bid (IFB) 6 bidders	Erixton	\$426,000.00	\$449,463.59	Superior Row Services, LLC	Project Completion (7/31/21)	<u>Forest Trail Patrol Road Construction Services</u> Construction of a Patrol road to support access to Solar Farms. FY20 - \$449,463.59
7	Contract Amendment	Vu	\$7,400,000.00	\$7,137,148.00	Hazen and Sawyer	Project Completion (Expected: February 2023)	<u>Engineering Services for the Arlington East Water Reclamation Facility (WRF) Upgrades Project</u> Request approval of a contract increase for final design and services during construction of the Arlington East WRF upgrade projects.

02-26-2021 Awards Committee

8	Invitation for Bid (IFB) 5 bidders	Vu	\$612,000.00	\$563,640.00	Sunbelt Rentals, Inc.	Two (2) Years w/ Two (2) – One (1) Yr. Renewals	<p><u>Portable Diesel Pump Rental for Hurricane Season</u></p> <p>Request approval of a contract for portable pump rental during storm season.</p>
9	Joint Project	Vu	N/A	\$154,563.32	Florida Dept. of Transportation	Project Completion (Expected: March 2022)	<p><u>FDOT Edgewood Ave. South Resurfacing from US 17 to Cassat Ave.</u></p> <p>Request approval of payment to FDOT for water main excavation work that was left out of the original payment request.</p>
Total Award				\$10,070,224.91			

JEA AWARDS COMMITTEE
FEBRUARY 18, 2021 MEETING MINUTES

The JEA procurement Awards Committee met on February 18, 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, Juli Crawford, 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 (02/04/2021). Chair McCollum verbally presented the Committee Members the proposed February 4, 2021 minutes contained in the committee packet.

MOTION: Steve Tuten made a motion to approve the February 4, 2021 minutes (Award Item 1). The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-6:

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.

MOTION: Wayne Young 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 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

MOTION: Alan McElroy made a motion to approve Award Item 3 as presented in the committee packet. The motion was seconded by Steve Tuten and approved unanimously by the Awards Committee (5-0).

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.

MOTION: Stephen Datz 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. 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.

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

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.

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

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee for consideration.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 10:24 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 #3 February 26, 2021

Type of Award Request: INVITATION FOR BID (IFB)
Request #: 46
Requestor Name: Ralph, Mark A.
Requestor Phone: (904) 665-6454
Project Title: Twin Creeks Reclaimed Water Re-Pump Station Improvements - Phase II
Project Number: 8004340
Project Location: JEA
Funds: Capital
Budget Estimate: \$4,700,000.00

Scope of Work:

The Work to be performed under this Contract shall consist of furnishing and installation of all tools, equipment, materials, supplies, manufactured articles, transportation and services, including fuel, power, water, and essential communications, for the performance of all labor, work Construction will include a pump station building, (3) 200 H.P. pumps, (1) 100 H.P. pump, a hypochlorite system, (1) emergency generator, yard piping, and site improvements and/or other operations as required for the Twin Creeks Reclaimed Water Re-Pump station in strict accordance with the Contract Documents.

JEA IFB/RFP/State/City/GSA#: 016-21
Purchasing Agent: King, David
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
WILLIAMS INDUSTRIAL SERVICES, LLC	Matt Morgan	mmorgan@wisgrp.com	591 Picketville Rd., Jacksonville FL 32220	(904) 696-9994	\$4,584,949.07

Amount for entire term of Contract/PO: \$4,584,949.07
Award Amount for remainder of this FY: \$1,400,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 03/18/2021
End Date (mm/dd/yyyy): Project Completion (Expected: June 2022)
JSEB Requirement: Ten Percent (10%) Goal

Comments on JSEB Requirements:

Donna J Hamilton (Piping Materials) – 5.63%
Recovery Zone (Landscaping) – 4.06%
Smith Surveying Group (Surveying) – 0.43%

BIDDERS:

Name	Amount
WILLIAMS INDUSTRIAL SERVICES, LLC	\$4,584,949.07
SAWCROSS, INC.	\$4,998,400.00
FLORIDA DESIGN CONTRACTORS	\$5,801,400.00

Background/Recommendations:

Advertised on 12/14/2020. Six (6) prime contractors attended the mandatory pre-bid meeting held on 12/21/2020. At Bid opening on 01/20/2021, JEA received three (3) Bids. Williams Industrial Services, LLC, is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup.

The project was originally bid as Solicitation 064-20 and later rescinded due to bid irregularities concerning the approved integrators for this project.

The award amount of \$4,584,949.07 is approximately 2.4% lower than the budget estimate of \$4,700,000.00. The majority of the lower costs are associated with the materials, labor and installation items, compared to the estimate prepared by the engineer. The bid amounts were reviewed by JEA and deemed reasonable.

009-21 – Request approval to award a contract to Williams Industrial Services for construction services for Twin Creeks Reclaimed Water Re-Pump Station Improvements - Phase II project in the amount of \$4,584,949.07, subject to the availability of lawfully appropriated funds.

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

Chief/VP: Vu, Hai X. - Interim GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee	Date
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Budget Representative	Date
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Appendix B - Bid Forms
016-21 Twin Creeks Reclaimed Water Re-Pump Station Improvements - Phase II

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

Company Name: Williams Industrial Services, LLC

Company's Address: 591 Picketville Rd., Jacksonville, FL 32220

License Number: CGC1609613

Phone Number: 904-696-9994 FAX No: 904-696-9997 Email Address: mmorgan@wisgrp.com

BID SECURITY REQUIREMENTS <input type="checkbox"/> None required <input checked="" type="checkbox"/> Certified Check or Bond (Five Percent (5%))	TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Annual Requirements <input checked="" type="checkbox"/> Other, Specify - Project Completion
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SAMPLE REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input type="checkbox"/> None required <input checked="" type="checkbox"/> Bond required 100% of Bid Award
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QUANTITIES <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	INSURANCE REQUIREMENTS <p align="center">Insurance required</p>
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PAYMENT DISCOUNTS <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> None Offered	
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<p align="center">ENTER YOUR BID FOR SOLICITATION 016-21</p>	<p align="center">TOTAL BID PRICE</p>
Total Bid Price for the Project (enter total from cell F14 in the Bid Workbook)	\$ <u>4,584,949.07</u>

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 _____


 Handwritten Signature of Authorized Officer of Company or Agent

01/20/2021
 Date

 Matt Morgan, VP Operations
 Printed Name and Title

 0 through 1

016-21 Appendix B - Bid Workbook
Construction Services for the Twin Creeks Reclaimed Water Re-Pump Station Improvements - Phase II
 (Enter values in yellow cells only)

Item	Description	Quantity	Unit	Unit Price	Total
1	Site Civil Work	1	Lump Sum	\$647,055.00	\$647,055.00
2	Structural, Architectural, HVAC, Plumbing	1	Lump Sum	\$887,400.00	\$887,400.00
3	Process Equipment	1	Lump Sum	\$305,200.00	\$305,200.00
4	Piping & Valves	1	Lump Sum	\$708,700.00	\$708,700.00
5	Electrical & Instrumentation	1	Lump Sum	\$1,355,268.00	\$1,355,268.00

Subtotal		\$3,903,623.00
General/Special Conditions (10% Maximum, enter %)	9%	\$351,326.07
Materials Testing Allowance	\$15,000.00	\$15,000.00
Permitting Allowance	\$10,000.00	\$10,000.00
Road Stabilization Allowance	\$100,000.00	\$100,000.00
Supplemental Work Authorization (SWA)	\$205,000.00	\$205,000.00
Bid Total		\$4,584,949.07



Formal Bid and Award System

Award #4 February 26, 2021

Type of Award Request: SOLE SOURCE
Requestor Name: Magee, Jay B. – Manager Digital Communications
Requestor Phone: (904) 665-4778
Project Title: Customer Alerts and Preferences
Project Number: 10500
Project Location: JEA
Funds: O&M
Budget Estimate: \$1,728,000.00 (Line 101)

Scope of Work:

Message Broadcast has implemented a customer alert platform that is used by JEA to setup and manage ongoing, triggered and ad hoc customer alerts. The Message Broadcast platform allows JEA to manage all alerts, email, text/SMS (two way), and print, through one (1) interface. The platform hosts the Customer Preference Center (allowing customers to select how, when and what messages they wish to receive) and store customer alert preferences (data hosting). The platform integrates with systems currently used by JEA.

This award seeks to purchase access for an unlimited number of users to the Message Broadcast messaging platform, professional services (for development, support and strategic counsel), use of vanity shortcodes and access to telecom carriers to prioritize JEA’s messages/traffic.

JEA IFB/RFP/State/City/GSA#: 096-15
CPA#: 151173
Purchasing Agent: Dambrose, Nickolas C.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
MESSAGE BROADCAST	Pooja Shah	pshah@messagebroadcast.com	4301 WESTBANK DR. BLDG A SUITE 250, AUSTIN, TX 78746	(949) 428 - 7852	\$1,809,000.00

Amount for entire term of Contract/PO: \$1,809,000.00
Award Amount for remainder of this FY: \$343,274.17
Length of Contract/PO Term: Three (3) Years, No Renewals
Begin Date (mm/dd/yyyy): 03/12/2021
End Date (mm/dd/yyyy): 03/11/2024
JSEB Requirement: N/A – Sole Source

Background/Recommendations:

The original award was approved by Awards Committee on 12/17/2015 in the amount of \$1,524,800.00 to Message Broadcast through the competitive bidding process. A copy of the previous awards are attached as backup. This new request is sole source based on the Procurement code definition “a service is a follow-up of Services that may only be done efficiently and effectively by the Company that rendered the initial Services to JEA, provided the initial procurement was competitive.”

This request is for a new three (3) year sole source award from 03/12/2021 to 03/11/2024 and \$1,809,000.00 in funds to continue services with Message Broadcast. Continued service with Message Broadcast is required for the new Oracle Customer to Meter (C2M) billing solution, currently being implemented, which will use Message Broadcast for customer communications. Also JEA estimates a two-year implementation if JEA were to change to a new product similar to the original implementation timeline with Message Broadcast. All data used for alerts and notifications, for which Message Broadcast is the sender, as well as the information regarding customer preferences are housed inside Customer Care & Billing (CC&B), which is inside C2M. All JEA resources that would work on the project are 100 percent dedicated to C2M until a month after go-live (currently estimated late May 2021).

Message Broadcast provides a messaging platform and communication delivery services that are vital to communicating with JEA’s customers alerts in the course of their routine business with JEA, as well as for news, updates and gray sky storm information. Over the past 12 to 18 months, Message Broadcast and JEA have expanded their relationship by expanding touch points for ongoing projects. Message Broadcast also has improved its ability to anticipate JEA’s needs based on that increased level of communication and proposed services occasionally at no cost. Message Broadcast has listened to JEA needs and concerns and responded in an appropriate way, adding an automated helpdesk service for ticket creation and tracking. The original Message Broadcast full implementation, including Customer Preference Center buildout, was approximately two years in duration. This did not include the ad hoc platforms to send emails, but the Alerts Preference Center did not go live until October 2018, and the contract was signed in March 2016. Despite this new three (3) year award request JEA intends to start the competitive rebidding process in six (6) months from this award to allow time for rebidding and also enough time for a new up to two (2) year implementation of a new product, if necessary. The contract includes flexibility through termination for convenience to end early if a new product is implemented prior to the end of this award.

During this award term, Message Broadcast will continue to operate under the same goals and monthly rates as originally awarded. The original rate sheet is attached as back-up. A \$100,000 per year estimate has been added to this award as shown below to cover enhancements and ad hoc work for ad hoc projects with a fixed level of effort (LOE). This is for enhancements to existing projects that require additional time beyond JEA’s contract allotted 42.5 programming hours per month. For instance, one of the enhancements pending is for JEA’s next-gen email self-service portal, which will add an approval workflow to JEA’s existing platform and encourage greater self-service among internal clients. The refinements will require at least \$27,000 (based on the must-have enhancements JEA selected. The original rate sheet is attached as back-up. There is a budget shortage of \$81,000.00 over the term of this award. A new budget trend will be submitted for additional funding.

The cost details of the award request are seen below:

Description	Current Annual Spend	New Annual Spend
Existing Services (Hosting Customer Preference Center, Customer Alerts & Notifications Platform access, Email Service, SMS Service, Voice Service)	\$ 461,600.00	\$ 441,600.00
Enhancements and Unforeseen Ad Hoc Project Work	\$0.00	\$100,000.00
Ad hoc Campaign Management	\$ 59,400.00	\$ 59,400.00
Passive Email Validation	\$ 0.00	\$ 2,000.00
Annual Total	\$ 521,000.00	\$603,000.00
Total Award Request (3 Years)	\$1,563,000.00	\$1,809,000.00

Request approval to award a sole source award to Message Broadcast for Customer Alerts and Preferences in the amount of \$1,809,000.00, subject to the availability of lawfully appropriated funds.

Manager: Magee, Jay B. - Manager Digital Communications
Director: Goldberg, David M. - Director Customer & Community Engagement
Chief/VP: Pressley, Sheila E. - Chief Customer Officer

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**



Formal Bid and Award System

Award #4 March 5, 2020

Type of Award Request: RENEWAL
Request #: 6783
Requestor Name: Magee, Jay B. - Manager Digital Communications
Requestor Phone: (904) 665-4778
Project Title: Customer Alerts and Preferences
Project Number: 10500
Project Location: JEA
Funds: O&M
Budget Estimate: \$511,600.00 (FY20 O&M budget line 1366)

Scope of Work:

Message Broadcast has implemented a customer alert platform that is used by JEA to setup and manage ongoing, triggered and ad hoc customer alerts. The Message Broadcast platform allows JEA to manage all alerts, email, text/SMS (two way), voice (two way), and print, through one (1) interface. The platform hosts the Customer Preference Center (allowing customers to select how, when and what messages they wish to receive) and store customer alert preferences (data hosting). The platform integrates with systems currently used by JEA.

This project impacts the following JEA measures of value:

Customer Value: The ability to rapidly disseminate important messages to all JEA stakeholders via SMS, email or voice through a consistent digital platform will help position JEA as a trusted adviser, especially in crisis situations such as storm/gray sky.

Community and Environmental Value: The Message Broadcast platform provides a cost-efficient means to disseminate messages about JEA's community engagement programs and environmental stewardship. Furthermore, the digital media used through the platform replaces tangible and more costly resources such as paper, which means fewer landfill or recycling inputs to the environment.

Financial Value:

JEA is committed to consolidating key alerts and notifications in a repository managed by Message Broadcast, which drives economies of scale through working with a single vendor. The digital message dissemination also replaces more costly per-unit communication channels such as mailings and tangible resources such as paper, ink, printing, etc.

JEA IFB/RFP/State/City/GSA#: 096-15
Purchasing Agent: Dambrose, Nick
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Award Amount
MESSAGE BROADCAST	Pooja Shah	pshah@messagebroadcast.com	4301 Westbank Dr Bldg A Suite 250, Austin TX 78746	(949) 428-7852	\$588,470.00

Amount of Original Award: \$1,524,800.00

Date of Original Award: 12/17/2015
Renewal Amount: \$588,470.00

List of Previous Change Orders/Amendments

CPA#	Amount	Date
151173	\$9,945.00	02/22/2017
151173	\$461,600.00	02/21/2019
151173	\$65,000.00	02/04/2020

New Not-To-Exceed Amount: \$2,649,815.00
Length of Contract/PO Term: Three (3) Years w/Two (2) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 03/11/2016
End Date (mm/dd/yyyy): 03/11/2021
Renewal Options: None remaining
JSEB Requirement: JSEB participation was an evaluation criterion
Comments on JSEB Requirements: Proposer did not name a JSEB firm.

Background/Recommendations:

Originally approved by Awards Committee on 12/17/2015 in the amount of \$1,524,800.00 to Message Broadcast through the competitive bidding process. A copy of the original award is attached as backup.

On 02/22/2017, an increase of \$9,945.00 was added for additional scope to add professional service hours to Research and Development, for proof of concept for passing account numbers as ANI and through SIP and additional scripting and programming for all pending alerts and channel additions. On 02/21/2019, a one (1) year renewal was awarded to Message Broadcast to maintain the existing scope of work for one year under the same operational goals and budget in the amount of \$461,600.00. On 02/04/2020 an increase of \$65,000.00 was added to cover higher than forecasted usage.

This request is for approval to execute the second and final one (1) year renewal from 03/11/2020 to 03/10/2021, and to add \$588,470.00 in additional funds. This renewal includes \$461,600.00 for the existing scope of work and \$126,870.00 for three (3) new services not contained in the existing contract. The new services will include a one-time \$67,470.00 cost to implement and \$59,400.00 annually. The three (3) new services are described below:

Self Service Email V3 - This interface is intended to provide JEA's internal clients with the ability to create and manage email campaigns in the current V2 portal while maintaining all campaigns in one central location. Additionally, this will enable the Digital Communications business leader oversight over, and management of, all campaign assets and campaign reports while empowering departmental business users to self-administrate, reducing staff time.

Ad hoc Campaign Management (EONS) – This provides JEA access to the EONS Ad Hoc Communication Platform enabling JEA to create and send Ad-Hoc communications.

Passive Email Validation – This provides JEA with Email validation services through a customized batch process.

Message Broadcast has been an important business partner in ensuring JEA can rapidly distribute messages to key stakeholders through email, voice and SMS platforms. JEA has explored and requested further strategic opportunities with Message Broadcast which includes leveraging its proprietary EONS platform and MobileRIGHT solutions, which could aid JEA in more efficiently and rapidly deploying messages to key stakeholders through voice and SMS platforms, cutting delivery windows during outage/storm/gray sky situations. The additional scope will add new self-service options to deploy customer communications more efficiently and rapidly in times of urgent need (especially evenings, weekends, holidays), as well as improve the quality of JEA's data (in the case of the passive email validation project). These enhanced tools largely leverage

existing customer communication channels, but the key value driver is they will make it a lot easier and faster to get JEA messages to targeted audiences when needed most. V3 email portal will allow internal clients to push messages on their timeline (with an approval workflow), and EONS will allow Digital Communications to initiate ad hoc campaigns without incurring vendor staff time and programming hours, as is the case now. In the case of the latter, this will help JEA drive more predictability around our budget and mitigate monthly cost overruns.

Message Broadcast has maintained the same price on the existing services. On the new services Message Broadcast lowered the cost of its implementation \$25,857.00 (28%) via a reduction in its professional service hours and rates from their typical baseline rates. The ongoing monthly cost of the EONS was discounted a total of \$120,600.00 (67%) from their typical baseline rate over the twelve month term of this renewal. Message Broadcast also agreed to waive its implementation cost of its Passive Email Validation. The \$76,870.00 FY20 budget shortfall will be covered in the FY21 budget. The cost details of this renewal and additional scope are seen below:

Description	Type	Current Spend	Additional Scope Baseline Price	Additional Scope Negotiated Price	Estimated Savings
Existing Services	Ongoing (12 Months)	\$461,600.00	N/A	N/A	\$0.00
New Service - Self Service Email V3	One Time Implementation	N/A	\$63,492.00	\$57,720.00	\$5,772.00
New Service - Ad hoc Campaign Management (EONS)	Ongoing (12 Months)	N/A	\$180,000.00	\$59,400.00	\$120,600.00
New Service - Ad hoc Campaign Management (EONS)	One Time Implementation	N/A	\$11,700.00	\$9,750.00	\$1,950.00
New Service - Passive Email Validation	One Time Implementation	N/A	\$18,135.00	Waived	\$18,135.00
New Service - Passive Email Validation	Ongoing (12 Months)	N/A	\$0.002/email	\$0.002/email	
Totals		\$461,600.00	\$273,327.00	\$126,870.00	\$146,457.00

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

* Total cost difference: N/A

* Total sourcing savings: \$146,457.00

Request approval for a one (1) year renewal and additional scope to Message Broadcast for the renewal of Customer Alerts and Preferences in the amount of \$588,470.00 for a new not-to-exceed total of \$2,649,815.00 subject to the availability of lawfully appropriated funds.

Director: Goldberg, David M. - Director Customer & Community Engagement

VP: Stewart, Kerri - VP & Chief Customer Officer

APPROVALS:

 3/5/2020

Chairman, Awards Committee

Date

 3/5/20

Manager, Capital Budget Planning

Date



Formal Bid and Award System

CPA 151173

Award #3 February 21, 2019

Type of Award Request: RENEWAL
Request #: 6494
Requestor Name: Magee, Jay B. - Manager Digital Communications
Requestor Phone: 904-665-4778
Project Title: Customer Alerts and Preferences
Project Number: 10500
Funds: O&M
Budget Estimate: \$461,600.00 (O&M budget line 825)

Scope of Work:

Message Broadcast has implemented a customer alert platform that is used by JEA to setup and manage ongoing, triggered and ad hoc customer alerts. The Message Broadcast platform allows JEA to manage all alerts, email, text/SMS (two way), voice (two way), and print, through one (1) interface. The platform hosts the Customer Preference Center (allowing customers to select how, when and what messages they wish to receive) and store customer alert preferences (data hosting). The platform integrates with systems currently used by JEA.

This project will positively affect JEA Measures of Value:

- **Customer Value:** The ability to rapidly disseminate important messages to all JEA stakeholders via SMS, email or voice through a consistent digital platform will help position JEA as a trusted adviser, especially in crisis situations such as storm/gray sky.
- **Community and Environmental Value:** The Message Broadcast platform provides a cost-efficient means to disseminate messages about JEA's community engagement programs and environmental stewardship. Furthermore, the digital media used through the platform replaces tangible and more costly resources such as paper, which mean fewer landfill or recycling inputs to the environment.
- **Financial Value:** JEA is committed to consolidating key alerts and notifications in a repository managed by Message Broadcast, which drives economies of scale through working with a single vendor. The digital message dissemination also replaces more costly per-unit communication channels such as mailings and tangible resources such as paper, ink, printing, etc.

JEA IFB/RFP/State/City/GSA#: 096-15
Purchasing Agent: Dambrose, Nick
Is this a ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
MESSAGE BROADCAST	Pooja Shah	pshah@messagebroadcast.com	4301 WESTBANK DR BLDG A SUITE 250, AUSTIN TX 78746	949.428.7 852	\$461,600.00

Amount of Original Award: \$1,524,800.00
Date of Original Award: 12/17/2015
Renewal Amount: \$461,600.00

List of Previous Change Order/Amendments:

CPA #	Amount	Date
151173	\$9,945.00	02/22/2017

New Not-To-Exceed Amount: \$1,996,345.00
Length of Contract/PO Term: Three (3) Years w/Two (2) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 03/11/2016
End Date (mm/dd/yyyy): 03/11/2020
Renewal Options: YES – One (1) – 1 Yr. Renewals
JSEB Requirement: JSEB participation was an evaluation criterion
Comments on JSEB Requirements: Proposer did not name a JSEB firm.

Background/Recommendations:

Originally approved by Awards Committee on 12/17/2015 in the amount of \$1,524,800.00 to Message Broadcast through the competitive bidding process. A copy of the original award is attached as backup.

On 11/10/2016, an increase of \$9,945.00 was added for additional scope to add professional service hours to Research and Development, for proof of concept for passing account number as ANI and through SIP and additional scripting and programing for all pending alerts and channel additions.

This request is for a one (1) year contract renewal from 03/11/2019 to 03/10/2020 and increase in funds of \$461,600.00. During the renewal Message Broadcast will continue to operate under the same goals and annual budget. All monthly rates will remain the same as originally awarded. The original rate sheet is attached as back-up. JEA may use the final renewal or may rebid these services following this renewal. The awarded amount is the same as the O&M budget.

Message Broadcast has been an important business partner in ensuring JEA can rapidly distribute messages to key stakeholders through email, voice and SMS platforms. JEA is currently migrating and consolidating alerts and notifications from in-house data systems to MB as the primary data repository for Alerts Preference Center. JEA is also currently exploring further strategic opportunities with Message Broadcast which include leveraging its proprietary EONS platform and MobileRIGHT solutions, which could aid JEA in more efficiently and rapidly deploying messages to key stakeholders through voice and SMS platforms, cutting delivery windows during outage/storm/gray sky situations.

Request approval to award a one (1) year contract renewal to Message Broadcast for customer alerts in the amount of \$461,600.00, with a new not-to-exceed amount of \$1,996,345.00, subject to the availability of lawfully appropriated funds.

Director: Goldberg, David M. - Director Customer & Community Engagement
VP: Stewart, Kerri - VP & Chief Customer Officer

APPROVALS:

Jayman 2/21/19
Chairman, Awards Committee Date

Jan A. Miner 2/21/19
Manager, Capital Budget Planning Date



Formal Bid and Award System

Award #2 December 17, 2015

Type of Award Request: PROPOSAL (RFP)
Request #: 352
Requestor Name: Benavides, Maria L.
Requestor Phone: (904) 665-7046
Project Title: Customer Alerts and Preferences
Project Number: 10500 and 008-197E
Project Location: JEA
Funds: Capital and O&M
Award Estimate:

Description of Request:

JEA is looking to select and implement an Alert Platform that will be used by JEA to setup and manage ongoing, triggered and ad hoc alerts. The chosen platform needs to enable JEA to manage *all* alerts, email, text/SMS (two way), voice (two way), and potentially print, through *one* (1) interface. JEA also expects the chosen platform to host the Customer Preference Center (allowing customers to select how, when and what messages they wish to receive) and store customer alert preferences (data hosting). The preferred platform will be able to integrate with all or some of the systems currently used by JEA.

Requisition Number:
JEA IFB/RFP/State/City/GSA#: 096-15
Purchasing Agent: Lovgren, Rodney D.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S): 15 1173

Name	Contact Name	Email	Address	Phone	Amount
Message Broadcast	Bill Potter	bpotter@messagebroadcast.com	4685 MacArthur Court Newport Beach, CA 92660	(949) 428-4890	\$1,524,800.00

Amount for entire term of Contract/PO: \$1,524,800.00
Award Amount for remainder of this FY: \$420,800.00
Length of Contract/PO Term: Three (3) Years w/Two (2) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 01/04/2016
End Date (mm/dd/yyyy): 01/04/2019
Renewal Options: YES – Two (2) – 1 Yr. Renewals
JSEB Requirement: JSEB participation was an evaluation criterion.
Comments on JSEB Requirements: Proposer did not name a JSEB firm.

BIDDER:

Name	Amount	Rank	Score	Disqualified	Reason
MESSAGE BROADCAST	\$1,524,800.00	1	87.3	NO	
IFACTOR CONSULTING INC	\$3,046,000.00	2	52.8	NO	
YES, LIFECYCLE MARKETING	N/A	0	0	YES	Vendor did not meet minimum qualifications
CARASOFT - SALES FORCE MARKETING	N/A	0	0	YES	Vendor did not meet minimum qualifications

Background/Recommendations:

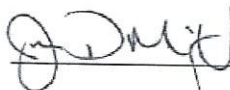
Advertised 8/28/2015. Seven (7) companies attended the first mandatory pre-proposal meeting held on 9/14/2015. A second pre-proposal meeting was held on 9/21/2015, and nine (9) companies attended. At proposal opening on 10/6/2015, JEA received four (4) proposals. The proposals were independently evaluated and scored. The scores were approved at JEA's public evaluation meeting on 11/17/2015. Message Broadcast had the highest average ranking score. A copy of the evaluation matrix and quotation of rates are attached.


096-15 – Request approval to award a three (3) year contract to Message Broadcast for an Alert Platform that will be used by JEA to setup and manage ongoing, triggered and ad hoc alerts, in the amount of \$1,524,800.00, subject to the availability of lawfully appropriated funds.

Manager:

Director: Upton, Jane M. - Dir Customer & Community Engagement
VP: Whiting, Monica A. - Chief Customer Officer

APPROVALS:

 _____ 12-17-15
Chairman, Awards Committee **Date**

 _____ 12-17-15
Manager, Capital Budget Planning **Date**

APPENDIX B - BID WORKBOOK - 096-15 CUSTOMER ALERTS AND PREFERENCES

Quotation of Rates (45 points)
 Estimated customer base: 420,000

SECTION A: ALERTS & NOTIFICATIONS	IMPLEMENTATION / SETUP / INTERFACES - ONE TIME EXPENSE	MONTHLY COST	MONTHS	THREE YEAR COST	MILESTONE PAYMENT COST
Data Integration (real time) - Integrate Alert Platform with JEA systems (refer to Phase 1 & Phase 2)					
Enable Alert Platform (activation, dashboard setup, testing, etc.) (refer to Phase 3 and Phase 4)					\$ 35,000.00
Setup of Customer Alert Preference Center (built to match design requirements) (refer to Phase 5)					\$ 15,000.00
TOTAL SECTION A - IMPLEMENTATION / SETUP / INTERFACES					
					\$150,000.00
					\$200,000.00

SECTION B: ALERTS AND NOTIFICATIONS COSTS - RECURRING EXPENSES (SUPPORT OF ALL ACCOUNTS)	ITEMS	MONTHLY COST	MONTHS	THREE YEAR COST
Hosting Customer Preference Center	Hosting Preference Center Up to 1 million messages	\$ 7,500.00	36	\$ 270,000.00
Email -- estimated 1,000,000 messages sent per month				
Text/SMS - estimated 1,000,000 messages (1 and/or 2-way message) per month	Up to 1 million messages	\$ 4,900.00	36	\$ 176,400.00
Voice - estimated 500,000 messages (1 and/or 2-way message) per month	Up to 500K messages	\$ 9,900.00	36	\$ 356,400.00
TOTAL SECTION B - ALERTS AND NOTIFICATIONS				
THREE YEAR TOTAL OF SECTIONS A & B (Transfer this Total to Appendix C - Bid Form)				
				\$1,324,400.00
				\$2,524,800.00

OPTIONAL PRICING (NOT TO BE INCLUDED IN TOTAL BID COST)	AD HOC SERVICES	COST
No of hours of Professional Services per month included - based on usage above		
Development Time* - Email message (hourly rate)	(42 hours) Hourly Rate	\$-0-
Development Time* - Voice message (hourly rate)	Hourly Rate	\$-0-
Development Time* - Text / SMS message (hourly rate)	Hourly Rate	\$-0-
Professional Services (hourly rate)	Hourly Rate	\$-0-
Cost for additional email beyond 1,000,000 messages	Unit/Block Cost	\$195.00
		\$,000

Cost for additional text/SMS messages beyond 1,000,000 messages	Unit/Block Cost	\$0.0399
Cost for additional voice beyond 500,000 messages	Unit/Block Cost	\$0.290

OPTIONAL - This would allow JEA the option to use the vendor services at a set hourly rate, rather than handle the development of new messages in house
 - development could include: design, programming, setup, etc.

**AMENDMENT #4
TO CONTRACT #151173
BETWEEN
JEA
AND
MESSAGE BROADCAST LLC
FOR
CUSTOMIZED PLATFORM FOR JEA'S CUSTOMER
ALERTS AND NOTIFICATIONS**

THIS AMENDMENT NUMBER 4 (“Fourth Amendment”) is made and entered into this _____ day of March 2021, (the “Effective Date”), by and between **JEA**, a body politic and corporate located at 21 W. Church St., Jacksonville, Florida 32202, and **MESSAGE BROADCAST, LLC**, a California limited liability company authorized to perform work in the State of Florida, with a corporate office located at 4585 MacArthur Court, Newport Beach, CA 92660 (the “Company”).

RECITALS:

WHEREAS, on March 11, 2016, the parties made and entered into an agreement (the “Original Agreement”) under which Company agreed to provide “Customized Platform for JEA’s Customer Alerts and Notifications”, through March 11, 2019, (the “Term”), with the option of two (2), one (1) year renewals and with a Maximum Indebtedness of One Million Five Hundred Twenty-Four Thousand Eight Hundred and 00/100 Dollars (\$1,524,800.00); and

WHEREAS, on October 1, 2016, JEA increased the Maximum Indebtedness, as allowed by the JEA Procurement Code, for additional scope of work to add professional service hours to research and development, in the amount of Nine Thousand Nine Hundred Forty-Five and 00/100 Dollars (\$9,945.00), for a new Maximum Indebtedness of One Million Five Hundred Thirty-Four Thousand Seven Hundred Forty-Five and 00/100 Dollars (\$1,534,745.00); and

WHEREAS, on February 26, 2019: JEA increased the Maximum Indebtedness in the amount of Four Hundred Sixty-One Thousand Six Hundred and 00/100 Dollars (\$461,600.00), to continue to distribute messages to key stakeholders through email, voice and SMS platforms, which shall be invoiced to JEA in accordance with Exhibit A, attached hereto. The new

Maximum Indebtedness shall be One Million Nine Hundred Ninety-Six Thousand Three Hundred Forty-Five and 00/100 Dollars (\$1,996,345.00); and the parties renewed the Term of the Original Agreement for one (1) year, through March 31, 2020; and

WHEREAS, on March 31, 2020: JEA increased the Maximum Indebtedness in the amount of Five Hundred Eighty-Eight Thousand Four Hundred Seventy and 00/100 Dollars (\$588,470.00). The new Maximum Indebtedness shall be Two Million Five Hundred Eighty-Five Thousand Four Hundred Fifteen and 00/100 Dollars (\$2,585,415.00); and the parties renewed the Term of the Original Agreement for nine months, through March 31, 2021; and

WHEREAS, now JEA desires to increase the Maximum Indebtedness, as approved by the JEA Awards Committee, in the amount of One Million Five Hundred Fifty-Seven Thousand and 00/100 Dollars (\$1,557,000.00), and the parties desire to renew the Term for (36) months until March 31, 2024.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Maximum Indebtedness.** The Maximum Indebtedness of Original Agreement shall be increased by One Million Five Hundred Fifty-Seven Thousand and 00/100 Dollars (\$1,557,000.00). The total Maximum Indebtedness shall now be Four Million One Hundred Forty-Two Thousand Four Hundred Fifteen and 00/100 Dollars (\$4,142,415.00).

2. **Term.** The Term of the Original Agreement shall be extended until March 31, 2024, at and for the prices established in the Original Agreement and as described on Exhibit A, attached hereto.

3. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

ATTEST:

MESSAGE BROADCAST, LLC

By: _____

By: _____

Name: _____

Name: William Potter

Title: _____

Title: Managing Member

Date: _____

Date: _____

ATTEST:

JEA

By: _____

By: _____

Name: Maurice Scarboro
Title: Procurement Contracts
Associate

Jenny McCollum
Director, Procurement Services

Date: _____

Date: _____

**EXHIBIT A
PRICING**

Description	Type	36-Month Spend	Annual Spend	Monthly Fee
Hosting Customer Preference Center	Ongoing (36 Months)	\$270,000.00	\$90,000.00	\$7,500.00
Customer Alerts & Notifications - Platform Access	Ongoing (36 Months)			
Email Service - Up to 1,000,000 cost for additional email beyond 1,000,000 messages \$0.0049		\$176,400.00	\$58,800.00	\$4,900.00
SMS Service - Up to 1,000,000 cost for additional SMS beyond 1,000,000 messages \$0.0099		\$356,400.00	\$118,800.00	\$9,900.00
Voice Service - Up to 500,000 cost for additional SMS beyond 1,000,000 messages \$0.0290		\$522,000.00	\$174,000.00	\$14,500.00
Total Current Services		\$1,324,800.00	\$441,600.00	\$36,800.00
Unforeseen Ad Hoc		\$100,000.00		\$0.00
Passive Email Validation	Ongoing (36 Months)			\$0.002/email
Ad hoc Campaign Management (EONS)	Ongoing (36 Months)	\$178,200.00	\$59,400.00	\$4,950.00
Vanity Short Code Fees	Ongoing (36 Months)			
DOES NOT INCLUDED monthly carrier pass-through fees for short code 665600				
Professional Hours - 42 Hours Per Month Included				
Professional Hourly Rate		\$195		
36-Month Totals		\$1,809,000.00		\$43,250.00



Formal Bid and Award System

Award #5 February 26, 2021

Type of Award Request: RESCIND
Requestor Name: Meyers, Tim
Requestor Phone: (904) 665-4871
Project Title: Combustion Turbine 7B Parts Refurbishment
Project Number: R12X30300
Project Location: JEA
Funds: O&M
Budget Estimate: \$700,000.00

Scope of Work:

The scope of work for this project is for the refurbishment of turbine parts (shroud, blades for various stages) for a GE Frame 7B combustion turbine. JEA has four (4) Frame 7B turbine at Northside Generating station. The scope of services includes, but is not limited to:

- Pickup
- Inspection
- Repair
- NDE
- Reports
- Delivery

Delivery to JEA’s Northside Generating Station is required by March 15, 2021.

JEA IFB/RFP/State/City/GSA#: 1410261453
Purchasing Agent: Lovgren, Rodney
Is this a Ratification?: NO
JSEB Requirement: N/A

BIDDERS:

Vendor Name	Amount
APG INC.	N/A
DOOSAN	N/A
HPI	N/A
MD&A	N/A
TRI	N/A
TRS	N/A

Background/Recommendations:

This solicitation was advertised on 01/02/2021. Seven (7) prime contractors attended the optional pre-bid meeting held on 01/11/2021. At Bid opening on 01/26/2021, JEA received six (6) Proposals.

After proposal opening, and during evaluation, JEA made a decision to push the turbine outage to Q1, 2022, which provides significantly more lead time to have parts refurbished. JEA estimates this increased lead time will drive a cost reduction, since buying refurbished parts with a short lead time tends to increase cost.

This request is to rescind with the intent to process new RFP. JEA will revise the lead time in the proposal. All pricing will be held confidential for 12 months or, if earlier, such time as JEA provides notice of an intended decision concerning the reissued RFP or until JEA withdraws the reissued RFP.

1410261453- Request approval to rescind this solicitation, and reject all Responses received in anticipation of rebidding.

Manager: Akrayi, Jamila – Mgr Project Management
Director: Limbaugh, Margaret Z. - Dir Energy Project
Sr. Director: Acs, Gabor - Sr Dir Engineering & Projects
Chief/VP: Erixton, Ricky D. – Interim GM Electric Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**



Formal Bid and Award System

Award #6 February 26, 2021

Type of Award Request: INVITATION FOR BID (IFB)
Request #: 52
Requestor Name: Keith Gillean - Mgr Project Manager
Requestor Phone: 904-403-8066
Project Title: Forest Trail Patrol Road Construction Services
Project Number: 8006104
Project Location: JEA
Funds: Capital
Budget Estimate: \$426,000.00

Scope of Work:

JEA is soliciting Bids from contractors (hereinafter referred to as “Company”) for construction services for a Forest Trail Patrol Road at the specified location in Duval County, Jacksonville, FL.

This scope of work is for the construction of the proposed patrol road only. The contract project scope includes all work associated with the construction of the patrol road as described in this specification and attached drawings and documents. The work includes the furnishing of all materials and equipment not furnished by the owner or others, machinery, tools, labor, transportation, and other means required to complete the Project in strict accordance with the Specifications and Drawings.

The Project is located in Duval County, FL with one terminus point located at Plummer Road and the other terminus at Old Kings Highway, per construction package drawings. A complete scope of work is listed in the Appendix A Technical Specification attached to this solicitation.

JEA IFB/RFP/State/City/GSA#: 1410242847
Documents Contract & Purchase Order
Purchasing Agent: Lovgren, Rodney
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SUPERIOR ROW SERVICES, LLC	Donald Joiner	djoiner@superiorrow.com	15000 Citrus County Dr. Suite 205, Dade City, FL 33524	(352)834-8880	\$449,463.59

Amount for entire term of Contract/PO: \$449,463.59
Award Amount for remainder of this FY: \$449,463.59
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 03/09/2021 (03/23/2021 - Construction Start)
End Date (mm/dd/yyyy): 07/31/2021 (Estimated Construction Completion)
JSEB Requirement: Goal – 10%
 K and C – Fill - \$42,819.00 (10.48%)

BIDDERS:

Name	Total Bid Amount	Comment
PHILLIPS AND JORDAN, INC.	\$441,208.00	Disqualified – did not meet JSEB Goal
SUPERIOR ROW SERVICES, LLC	\$449,463.59	
DICKERSON OF FL	\$484,000.00	
SUPERIOR CONSTRUCTION COMPANY SOUTHEAST LLC	\$524,710.45	
CGC INC.	\$579,316.10	

Background/Recommendations:

Advertised on 12/03/2020. Eight (8) prime companies attended the optional webex prebid. Six (6) prime companies completed the mandatory site visit. At proposal opening on 01/19/2021, JEA received six (6) Bids. JEA determined Superior Row Services, Inc. to be the lowest priced Responsive and Responsible Bidder. A copy of the Bid Form is attached as backup.

The work was bid on lump sum basis, the Bid Price and includes a 10% SWA of \$40,860.32.

The award amount is approximately 5% above the estimate and when considering the 10% SWA in the total, the amount is deemed to be reasonable.

1410242847 – Request approval to award a contract to Superior Row Services, LLC, for the construction of the Forest Trail Patrol Road in the amount of \$449,463.59, subject to the availability of lawfully appropriated funds.

Manager: Akrayi, Jamila - Mgr Project Management
Director: Limbaugh, Margaret Z. - Dir Energy Project
Sr. Director: Acs, Gabor - Sr Dir Engineering & Projects
Chief/VP: Erixton, Ricky D. – Interim GM Electric Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**

Appendix B - Bid Forms
1410242847-21 Forest Trail Patrol Road project

Submit the Response an electronic pdf in+-- an accordance with the procedures in the solicitation

Company Name: Superior ROW Services, LLC

Company's Address: 15000 Citrus Country Dr. Suite 205 Dade City, FL 3352

License Number: CGC1516604

Phone Number: 352-834-8880 FAX No: _____ Email Address: Djoiner@superiorrow.com

BID SECURITY REQUIREMENTS

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

TERM OF CONTRACT

- One Time Purchase
 Term - Five (5) Years w/Two (2) – 1Yr Renewals
 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

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES:	TOTAL BID PRICE
1	Subtotal for work in Solicitation 1410242847-21 Forest Trail Patrol Road project	\$ 408,603.27
2	Supplemental Work Authorization (10% of Line 1)	\$ 40,860.32
3	Total Bid Price (Sum of Lines 1 & 2)	\$ 449,463.59

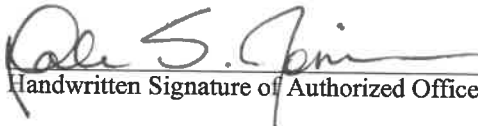
I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

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 ___ 1 ___



Handwritten Signature of Authorized Officer of Company or Agent

2/01/2021
Date

Dale Joiner Vice President/ General Manager
Printed Name and Title

MINIMUM QUALIFICATIONS

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM. BIDDER SHALL SUBMIT AN ELECTRONIC COPY IN ACCORDANCE WITH THE SOLICITATION REQUIREMENTS

BIDDER INFORMATION

COMPANY NAME: Superior ROW Services, LLC

BUSINESS ADDRESS: 15000 Citrus Country Dr. Suite 205

CITY, STATE, ZIP CODE: Dade City, Florida 33523

TELEPHONE: 352-834-8880

FAX: _____

E-MAIL: Djoiner@superiorrow.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Dale Joiner

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: VP/ General Manager

The Bidder shall have successfully completed two (2) similar projects in the past five (5) years as of the Bid Due Date. A similar project is a permitted road construction project of \$250,000.00 in value or greater. Permitted projects may have been in connection with any of the following agencies:

- FDOT Permitted Road Project
- U.S. Army Corp of Engineers, Nation Wide Permit (NWP)
- FDEP related permits
- SJRWMD related permits

Appendix B - Bid Forms
1410242847-21 Forest Trail Patrol Road project

Reference 1 of 2

Reference Name Mike Brusca, Service Electric Company

Reference Phone Number _____

Reference E-Mail Address MBrusca@serviceelectricco.com

Contract Duration/Amount 15 months, \$2,619,096.89

Description of Project Duke Energy's Fort Meade to West Lake Wales 230kV Transmission

Line Improvements.

Construction of aggregate right of way roads and pads for 20 miles of tower installations. Included
were culvert installations, cable matting, temporary and permanent fencing, access and patrol
road gates. Challenges to this project included extensive deep muck in multiple areas. This
required deeper excavation, additional fill material and specialized sewing of geotextile fabric
to contain the material and stabilize the roads.

Reference 2 of 2

Reference Name Troy Janoske Energy Erectors

Reference Phone Number 352-787-3878

Reference E-Mail Address tjanoske@energyerectors.net

Contract Duration/Amount 6 Months / \$1,181,667

Description of Project FPL Crawford Substation

Construction of substation pad, drainage improvements and access road.

Stripping and earthwork, installation of sub base and base material.

Installation of culverts and building a retention pond.

Building access road to substation, capping entire site with granite.

LIST OF SUBCONTRACTORS

JEA Solicitation Number **1410242847-21** requires certain major Subcontractors be listed on this form, unless the work will be self-performed by the Company.

The undersigned understands that failure to submit the required Subcontractor information on this form will result in bid rejection, and the Company agrees to employ the Subcontractors specified below: (Use additional sheets as necessary)

Note: This list of Subcontractors shall not be modified subsequent to bid opening, without a showing of good cause and the written consent of JEA.

Type of Work	Corporate Name of Subcontractor	Subcontractor Primary Contact Person & Telephone Number	Subcontractor's License Number (if applicable)	Percentage of Work or Dollar Amount
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Hauling	Pritchett Trucking Inc	Sam McLaughlin 386-523-9643		13.2%
Survey	Ghiotto & Associates, Inc.	Phill Ghiotto 904-886-0071		4.9%

Signed: 

Company: **Superior ROW Services, LLC**

Address: **15000 Citrus Country Dr. Suite 205 Dade City, F33523**

Date: **02/01/2021**

LIST OF JSEB SUBCONTRACTORS

The following JSEB Subcontractors will be utilized in fulfilling the terms and conditions of a Project Authorization arising from award of JEA - **1410242847-21**. I (We) the undersigned understand that failure to submit said information will result in bid rejection.

I (We) will employ the JSEB Subcontractors specified below: (Use additional sheets as necessary)

Class of Work (Category) Dollar Amount	Name of JSEB Contractor (Indicate below)	Percentage of Total Job or
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Hauling/Fill Supply \$42,819.00	K&C Sand	10.48%
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Signed: 

Company: Superior ROW Services, LLC

Address: 15000 Citrus Country Dr. Suite 205 Dade City, FL 33523

Date: 02/01/2021

Note: This list shall not be modified subsequent to bid opening without a showing of good cause and the written consent of the JEA.



Formal Bid and Award System

Award #7 February 26, 2021

Type of Award Request: CONTRACT AMENDMENT
Requestor Name: West, Hugh
Requestor Phone: (904) 665-4409
Project Title: Engineering Services for the Arlington East Water Reclamation Facility (WRF) Upgrades Project
Project Number: 135-11, 135-14, 135-15, 417-76
Project Location: JEA
Funds: Capital
Budget Estimate: \$7,400,000.00

Scope of Work:

The scope of work to be performed under these tasks consists of preliminary design, final detailed design, bid phase support, services during construction, and acceptance testing for the Arlington East Water Reclamation Facility Upgrades project. These projects are needed to meet wastewater discharge quality demands in the east services territory. These projects will be constructed using Construction Manager at Risk (CMAR) method for the Influent Structure and Aeration Basin tasks, and the design-bid-build method for the odor control task.

JEA IFB/RFP/State/City/GSA#: 108-18
Purchasing Agent: Kruck, Daniel
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
HAZEN AND SAWYER	John C Burke	jcburke@hazenandsawyer.com	6675 Corporate Center Pkwy, Ste 330, Jacksonville, FL 32216	(904) 296-1503	\$7,137,148.00

Amount of Original Award: \$813,750.00
Date of Original Award: 03/28/2019
Change Order Amount: \$7,137,148.00

List of Previous Change Order/Amendments:

CPA #	Amount	Date
181306	\$78,560.00	08/26/2020

New Not-To-Exceed Amount: \$8,029,458.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 04/01/2019
End Date (mm/dd/yyyy): Project Completion (Expected: February 2023)
JSEB Requirement: Five Percent (5%) Evaluation Criteria

Comments on JSEB Requirements:

Original Award
 RE Holland (Survey, Subsurface Utility Engineering) – 1.2%

Four Waters Engineering (Civil) – 1.6%
CSI Geo (Geotechnical) – 0.98%

This Change Order

Smith Surveying Group, LLC (Survey) – 1.4%
Four Waters Engineering (Civil Eng.) – 1.35%
Eng Engineering Inc. (HVAC) – 0.23%
CSI Geo, Inc. (Geotechnical) – 1.27%
Onsite Environmental Consulting (Gopher Tortoise) – 0.539%

Background/Recommendations:

Originally approved by Awards Committee on 03/28/2019 in the amount of \$813,750.00 to Hazen and Sawyer. A copy of the original award is attached as backup. An administrative change order was approved on 08/26/2020 in the amount of \$78,560.00 to accommodate a JEA-initiated change in the delivery method for the odor control units at Arlington East WRF.

This award request is for a change order to the design contract of Hazen and Sawyer for the Arlington East WRF Upgrades Project for Phase 2 design services. Phase 1 of this engineering project approved by the Awards Committee was for an initial studies for the Arlington East WRF projects. Through this study process, JEA was able to refine scope for the upgrade projects. The proposed Phase 2 amount is 3.55% below JEA’s updated estimate for the Phase 2 work and deemed reasonable. JEA used CPI adjusted hourly rates to develop the award amount for this new scope of work. The change order quote is attached as backup.

Request approval to award a change order to Hazen and Sawyer for additional design and engineering services during construction for the Arlington East Water Reclamation Facility (WRF) Upgrades Project in the amount of \$7,137,148.00, for a new not-to-exceed amount of \$8,029,458.00, subject to the availability of lawfully appropriated funds.

Manager: Collier, Bradley W. - Mgr W/WW Project Management
Director: Conner, Sean M. - Dir W/WW Project Engineering & Construction
Chief/VP: Vu, Hai X. - Interim GM Water/Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**



Approved by the JEA Awards Committee

Date: 03/28/2019 Item# 7

Formal Bid and Award System

CPA 181306

Award #7 March 28, 2019

Type of Award Request: PROPOSAL (RFP)
Request #: 6212
Requestor Name: Phillips, Brian R.
Requestor Phone: (904) 665-7625
Project Title: Engineering Services for the Arlington East Water Reclamation Facility (WRF) Upgrades Project
Project Number: 8003776, 8004225, 8004916
Project Location: JEA
Funds: Capital
Budget Estimate: \$2,354,000.00 (Phase 1 and 2)

Scope of Work:

The scope of work to be performed under these tasks consists of preliminary design, final detailed design, bid phase support, services during construction, and acceptance testing for the Arlington East Water Reclamation Facility Upgrades project. These projects are needed to meet wastewater discharge quality demands in the east services territory. These projects will be constructed using Construction Manager at Risk (CMAR) method for the Influent Structure and Aeration Basin tasks, and the design-bid-build method for the odor control task.

This award positively impacts all of JEA's Measures of Value:

- Customer Value: Improve customer's service by providing reliable operation and treatment
- Community Value: Provide improved treatment to meet existing and future growth in the service area and to reduce the odors to the surrounding community
- Environmental Value: Provide high-level treatment of wastewater to produce a high quality and consistent effluent for discharge to the St. Johns River
- Financial Value: Will provide energy efficient process equipment and upgrades to improve operations, reduce energy consumption, and reduce chemical additive requirements

JEA IFB/RFP/State/City/GSA#: 108-18
Purchasing Agent: Kruck, Daniel R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
HAZEN AND SAWYER	John C Burke	jcburke@hazenandsawyer.com	6675 Corporate Center Pkwy, Ste 330, Jacksonville, FL 32216	(904) 296-1503	\$813,750.00

Amount for entire term of Contract/PO: \$813,750.00
Award Amount for remainder of this FY: \$466,282.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 04/01/2019
End Date (mm/dd/yyyy): Project Completion (Expected: February 2023)
JSEB Requirement: Five Percent (5%) Evaluation Criteria

Comments on JSEB Requirements:

RE Holland (Survey, Subsurface Utility Engineering) – 1.2%

Four Waters Engineering (Civil) – 1.6%
 CSI Geo (Geotechnical) – 0.98%
 Phase 1 Total: 3.78%
 Note: Phase 2 will provide more JSEB participation

PROPOSERS:

Name	Amount	Rank
HAZEN AND SAWYER	\$813,750.00	1
BLACK & VEATCH CORPORATION	N/A	2
STANTEC CONSULTING SERVICES INC.	N/A	3

Background/Recommendations:

Advertised on 08/10/2018. Nine (9) prime companies attended the mandatory pre-proposal meeting held on 08/20/2018. At proposal opening on 09/18/2018, JEA received three (3) Proposals. The public evaluation meeting was held on 10/31/2018 and JEA deemed Hazen and Sawyer most qualified to perform the work. A copy of the evaluation matrix and negotiated fees are attached as backup.

Due to extensive environmental reviews and permitting required for the upgrades to the aeration basin, blowers and influent structure, this engineering effort will be split into two (2) phases. The first phase will be for the required environmental reviews, permitting, contractor coordination and initial design services to 10% design. The fee for phase 2, which includes final design and services during construction, will be negotiated and brought to the Awards Committee once the 10% design is completed. If negotiations with Hazen and Sawyer are unsuccessful for Phase 2 JEA reserves the right to terminate negotiations and contract with the next highest ranked firm.

Negotiations with Hazen & Sawyer were successfully completed for Phase 1 of this project. The proposed engineering fee is 75.9% lower than estimated due to phase 2 costs not being included. A budget trend will be performed once a construction price has been agreed upon with the CMAR firm. The odor control upgrades will be a separate construction phase due to coordination needed with the Bradley Road pump station upgrades project. The engineering services for the odor control upgrades includes design and bidding services, and services during construction.

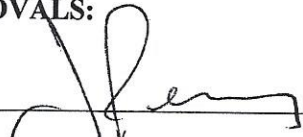
The project details are below:

- Total Project Budget: \$24,434,000.00
- Estimated Construction Cost: \$20,672,000.00
- Estimated Engineering Cost (at time of Proposal): \$2,354,000.00
- Phase 1 Engineering Cost: \$813,750.00 (3.9% of estimated construction costs)
- Estimated Construction Start Date: March 2020
- Estimated Construction Completion: February 2023

105-18 - Request approval to award a contract to Hazen and Sawyer, for Phase 1 of Engineering Services for the Arlington East Water Reclamation Facility Upgrades Projects in the amount of \$813,750.00, subject to the availability of lawfully appropriated funds.

Manager: Collier, Bradley W. - Mgr W/WW Project Management
Director: Conner, Sean M. - Dir W/WW Project Engineering & Construction
VP: Calhoun, Deryle I. - VP/GM Water Wastewater Systems

APPROVALS:

 3/28/19

Chairman, Awards Committee

Date

 3/28/19

Manager, Capital Budget Planning

Date

108-18 Engineering Services for the Arlington East Water Reclamation Facility Upgrades

Vendor Rankings	Brian Phillips	David Kowalski	Dan Weaver	Σ Rank	Overall Rank
Hazen and Sawyer	1	1	1	3	1
Black & Veatch	2	2	2	6	2
Stantec	3	3	3	9	3

Brian Phillips	Professional Staff Experience (20 Points)	Design Approach and Work Plan (30 Points)	Company Experience (40 Points)	Proximity to JEA (5 Points)	JSEB (5 Points)	Total	Rank
Black & Veatch	15.15	20	29	3	4	71.15	2
Hazen and Sawyer	17.23	25	32	5	4	83.23	1
Stantec	14.19	16	20	3	4	57.19	3

David Kowalski	Professional Staff Experience (20 Points)	Design Approach and Work Plan (30 Points)	Company Experience (40 Points)	Proximity to JEA (5 Points)	JSEB (5 Points)	Total	Rank
Black & Veatch	19.41	21	31	3	4	78.41	2
Hazen and Sawyer	18.67	24	31	5	4	82.67	1
Stantec	19.31	17	33	3	4	76.31	3

Dan Weaver	Professional Staff Experience (20 Points)	Design Approach and Work Plan (30 Points)	Company Experience (40 Points)	Proximity to JEA (5 Points)	JSEB (5 Points)	Total	Rank
Black & Veatch	16.37	17	28	3	4	68.37	2
Hazen and Sawyer	16.64	17	28	5	4	70.64	1
Stantec	16.37	11	28	3	4	62.37	3

Overall Averages	Professional Staff Experience (20 Points)	Design Approach and Work Plan (30 Points)	Company Experience (40 Points)	Proximity to JEA (5 Points)	JSEB (5 Points)	Total
Black & Veatch	16.98	19.33	29.33	3.00	4.00	72.64
Hazen and Sawyer	17.51	22.00	30.33	5.00	4.00	78.85
Stantec	16.62	14.67	27.00	3.00	4.00	65.29

JEA Arlington East WRF Aeration and Odor Control Upgrades				Year		Month		Nov		Dec	
Schedule (by Task)				Task 1	Task 2	Task 3		Task 4		Task 5	
2.4 Permitting				\$0.00	\$0.00	2.4 Permitting		Task 2.4 Subtotal		\$0.00	
2.5 Bidding Services				\$0.00	\$0.00	2.5 Bidding Services		Task 2.5 Subtotal		\$14,526.00	
Project Manager	John Burke	Senior Associate	\$219.00	0	0	8	8				\$1,752.00
Odor Control Engineer	Kristen Smaby	Senior Associate	\$219.00	0	16	16	16				\$3,504.00
Electrical Engineer	Nanea Lima	Senior Associate	\$219.00	0	4	4	4				\$876.00
Support Engineer	Callin Hugg	Associate	\$171.00	0	16	16	16				\$2,736.00
Structural Engineer	Jean Paul Silva	Senior Associate	\$219.00	0	4	4	4				\$876.00
Support Engineer	Vesela Kancheva	Associate	\$171.00	0	8	8	8				\$1,368.00
Support Engineer	Miles McCann	Associate	\$171.00	0	2	2	2				\$342.00
Quality Control	Richard Papp	Associate Vice President	\$238.00	0	4	4	4				\$952.00
Support Engineer	Neil Murray	Assistant Engineer	\$106.00	0	20	20	20				\$2,120.00
Support Staff	Joe Smaby	Senior Designer	\$99.00	0	0	0	0				\$0.00
Subconsultant	Four Valuers	Expense	\$99.00	0	0	0	0				\$0.00
2.6 Services During Construction				\$19,894.00	\$27,716.00	2.6 Services During Construction		Task 2.6 Subtotal		\$14,526.00	
Project Manager	John Burke	Senior Associate	\$219.00	8	8	0	80	80			\$17,520.00
Odor Control Engineer	Kristen Smaby	Senior Associate	\$219.00	8	8	0	80	80			\$17,520.00
Support Engineer	Callin Hugg	Associate	\$171.00	16	16	0	160	160			\$27,360.00
Support Engineer	Felician Benjamin	Associate	\$171.00	16	16	0	160	160			\$27,360.00
Support Engineer	Jean Paul Silva	Senior Associate	\$219.00	8	8	0	80	80			\$17,520.00
Support Engineer	Vesela Kancheva	Associate	\$171.00	8	8	0	80	80			\$13,680.00
Support Engineer	Miles McCann	Associate	\$171.00	8	8	0	80	80			\$13,680.00
Quality Control	Richard Papp	Associate Vice President	\$238.00	4	4	0	40	40			\$14,400.00
Support Engineer	TBD	Assistant Engineers	\$106.00	40	60	0	16	16			\$3,808.00
Support Engineer	Joe Smaby	Senior Designer	\$99.00	20	60	0	80	80			\$7,920.00
Subconsultant	Four Valuers	Expense	\$99.00	0	0	0	0	0			\$0.00
				\$1,000.00	\$0.00	\$0.00	\$9,000.00	\$9,000.00			\$5,000.00
									Task 2.6 Subtotal		\$121,768.00
Task 3 Plant Upgrade Evaluations				\$0.00	\$0.00	Task 3 Plant Upgrade Evaluations		Task 3 Subtotal		\$567,824.00	
3.1 Aeration Basin and Associated Upgrades Evaluation				\$0.00	\$0.00	3.1 Aeration Basin and Associated Upgrades Evaluation		Task 3.1 Subtotal		\$78,644.00	
Project Manager	John Burke	Senior Associate	\$219.00	24	0	24	24				\$6,256.00
Wastewater Process Engineer	Ronald Leitner	Associate Vice President	\$238.00	48	0	48	48				\$11,424.00
Odor Control Engineer	Kristen Smaby	Senior Associate	\$219.00	24	0	24	24				\$5,256.00
Electrical Engineer	Nanea Lima	Senior Associate	\$219.00	4	0	4	4				\$876.00
Support Engineer	Callin Hugg	Associate	\$171.00	24	0	24	24				\$4,056.00
Support Engineer	Felician Benjamin	Associate	\$171.00	16	0	16	16				\$2,736.00
Support Engineer	Joe Rihlbecher	Senior Associate	\$219.00	16	0	16	16				\$3,504.00
Structural Engineer	Jean Paul Silva	Senior Associate	\$219.00	16	0	16	16				\$3,504.00
Support Engineer	Mike Lynch	Associate	\$171.00	120	0	120	120				\$20,520.00
Support Engineer	Vesela Kancheva	Associate	\$171.00	8	0	8	8				\$1,368.00
Support Engineer	Miles McCann	Associate	\$171.00	4	0	4	4				\$684.00
Quality Control	Den Schmidt	Senior Associate	\$219.00	8	0	8	8				\$1,752.00
Support Engineer	Christina Yi	Assistant Engineer	\$106.00	120	0	120	120				\$12,720.00
Support Staff	Joe Smaby	Senior Designer	\$99.00	60	0	60	60				\$5,960.00
3.2 Inland Structures and Screenings Evaluation				\$0.00	\$0.00	3.2 Inland Structures and Screenings Evaluation		Task 3.2 Subtotal		\$78,644.00	
Project Manager	John Burke	Senior Associate	\$219.00	24	0	24	24				\$6,256.00
Wastewater Process Engineer	Ronald Leitner	Associate Vice President	\$238.00	48	0	48	48				\$11,424.00
Odor Control Engineer	Kristen Smaby	Senior Associate	\$219.00	12	0	12	12				\$2,628.00
Electrical Engineer	Nanea Lima	Senior Associate	\$219.00	12	0	12	12				\$2,628.00
Support Engineer	Callin Hugg	Associate	\$171.00	24	0	24	24				\$4,056.00
Support Engineer	Felician Benjamin	Associate	\$171.00	16	0	16	16				\$2,736.00
Structural Engineer	Jean Paul Silva	Senior Associate	\$219.00	120	0	120	120				\$20,520.00
Support Engineer	Mike Lynch	Associate	\$171.00	16	0	16	16				\$2,304.00
Support Engineer	Vesela Kancheva	Associate	\$171.00	8	0	8	8				\$1,368.00
Support Engineer	Miles McCann	Associate	\$171.00	4	0	4	4				\$684.00
Quality Control	Nurt Pfeifer	Senior Associate	\$219.00	8	0	8	8				\$1,752.00
Support Engineer	Christina Yi	Assistant Engineer	\$106.00	120	0	120	120				\$12,720.00
Support Staff	Joe Smaby	Senior Designer	\$99.00	40	0	40	40				\$3,960.00
									Task 3.2 Subtotal		\$78,644.00
									Task 3 Subtotal		\$191,206.00

JEA Arlington East WRF Aeration and Odor Control Upgrades		2019												2020									
Year Month		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct		
Schedule (by Task)	Task 1 Task 2 Task 3 Task 4	Schematic Design (10%)		30% Design		Final Organic Calculations		Detailed Design (90%, 100%), Permitting				Bidding											
Task 4 Allowance for CMAR Scope of Services Development for Phase 2		CMAR Scope Development										Services During Construction											
Project Manager	John Butts Senior Associate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,856.00	\$7,894.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Support Engineer	Colleen King Associate	\$171.00					70	8															
Support Engineer	Peterman Benjamin Associate	\$171.00					20	20															
Support Engineer	Christine Yi Assistant Engineer	\$106.00					20	16															
Expenses																							
Material Expenses		\$1,500.00	\$1,500.00	\$2,000.00	\$1,750.00	\$1,500.00	\$1,750.00		\$1,500.00		\$3,900.00			\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00		
Subcontractor Expenses																							
Survey and Subsurface Exploration	RE Holland																						
Civil	Fair Hatters																						
Geotechnical	CSI Geo																						
TOTAL HOURS BY MONTH		280	306	378	398	388	684	318	290	420	10	92	10	182	186	186	162	62	66	62	62		
TOTAL COST BY MONTH		\$63,640.00	\$63,440.00	\$88,250.00	\$62,568.00	\$60,436.00	\$92,332.00	\$47,626.00	\$44,364.00	\$61,684.00	\$4,802.00	\$16,428.00	\$1,902.00	\$29,458.00	\$30,416.00	\$29,916.00	\$26,538.00	\$12,364.00	\$13,206.00	\$12,254.00	\$12,254.00		
Task 1		\$18,890.00	\$3,720.00	\$3,120.00	\$3,120.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$29,458.00	\$30,416.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00		
Task 2		\$32,256.00	\$24,806.00	\$54,182.00	\$30,920.00	\$30,920.00	\$60,586.00	\$33,068.00	\$33,068.00	\$38,692.00	\$0.00	\$0.00	\$0.00	\$29,458.00	\$29,458.00	\$29,458.00	\$26,538.00	\$26,538.00	\$26,538.00	\$26,538.00	\$26,538.00		
Task 3		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Task 4		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Expenses		\$1,500.00	\$1,500.00	\$2,000.00	\$1,750.00	\$1,500.00	\$1,750.00	\$0.00	\$1,500.00	\$0.00	\$3,900.00	\$0.00	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00		
		2019										2020											
		Total Hours = 3669										Total Hours = 1418											
		Total Cost = \$277,032.00										Total Cost = \$236,718.00											
		% of Overall Project Cost = 71%										% of Overall Project Cost = 29%											
		FT 2019										FT 2020											
		Total Hours = 2668										Total Hours = 1722											
		Total Cost = \$468,282.00										Total Cost = \$282,410.00											
		% of Overall Project Cost = 57%										% of Overall Project Cost = 35%											

JEA					Arlington East WRF Aeration and Odor Control Upgrades										
Year					Month										
Month					Nov Dec										
Task 1					Task 2										
Task 2					Task 4										
Task 4					Task 4										
Schedule (by Task)															
Task 4 Allowance for CMAR Scope of Services Development for Phase 2					Task 4 Allowance for CMAR Scope of Services Development for										
Project Manager	John Burke	Senior Associate	\$218.00	\$0.00	\$0.00	28	0	28	\$6,332.00						
Support Engineer	Caitlin Klug	Associate	\$171.00			22	0	22	\$3,782.00						
Support Engineer	Peter Benjamin	Associate	\$171.00			40	0	40	\$6,840.00						
Support Engineer	Christine Yi	Assistant Engineer	\$106.00			36	0	36	\$3,816.00						
Expenses					Task 4 Subtotal										
Hazen Expenses					\$500.00	\$1,100.00	Expenses		\$14,400.00	\$5,600.00	\$20,000.00	\$20,000.00			
Subcontractor Expenses					Subcontractor Expenses										
Survey and Subsurface Exploration					RE Holland					\$10,000.00					
Civil					Four Waters					\$13,000.00					
Geotechnical					CSI Geo					\$8,000.00					
TOTAL HOURS BY MONTH					142					206					
TOTAL COST BY MONTH					\$22,068.00					\$30,718.00					\$413,750.00
Cost (by Task)					Task 1					Task 2					
					\$1,902.00					\$1,902.00					\$54,176.00
					\$19,066.00					\$27,716.00					\$567,824.00
					\$0.00					\$0.00					\$151,300.00
					\$0.00					\$0.00					\$20,550.00
					\$0.00					\$1,100.00					\$20,000.00
FY 2021					Total Hours =					410					
					Total Cost =					\$43,068.00					
					Project Cost =					6%					

ENGINEERING SERVICES PROPOSAL FOR JEA – Arlington East WRF Upgrades Phases 2A (Headworks) and 2B (Aeration Basin, Primary Clarifiers, RAS Modifications, etc.)

Revised 9/18/2020

1.0 Project Description

The Arlington East Water Reclamation Facility (WRF) is currently permitted for 25 million gallons per day (mgd) annual average daily flow (AADF). During the Biological Nutrient Removal (BNR) upgrades in 2010, the facility was rerated from 20 mgd to 25 mgd AADF. A capacity study was completed in 2018 which recommended the construction of an additional aeration basin to increase operational flexibility, especially in winter, and provide additional buffer in meeting permit limits by offloading existing basins. In addition to the aeration basin, the plant requires improvements to several other areas including a new headworks and new primary clarifier.

Scope of services for Phase 2 will consist of detailed design and construction phase services for the new headworks (course and fine screening with associated equipment, influent flow metering, controls), new aeration basin (blower upgrades, air piping, valves, controls, flow split, RAS split, PLC upgrade), modifications to RAS Pumps 1-4 and a new primary clarifier to replace existing clarifiers 1 and 2. Phase 2 has been further split into subphases, see Tasks 2 – 5 for Phase 2A and Tasks 8 – 11 for Phase 2B.

2.0 Scope of Services

Hazen and Sawyer, P.C. (Hazen) shall perform the following tasks in association with the Arlington East WRF Upgrades Phase 2 project.

Task 1 – Project Management

Task 1.1 – Project Coordination

Hazen shall provide the following services for the duration of the project.

- **Project Coordination:** Coordinate with Project Managers from JEA and CMAR throughout the project via meetings, share site, email and phone conversations to respond to questions,

provide regular project updates, and discuss planning activities and other project requirements.

- **Schedule Coordination:** Provide comment to and coordinate with CMAR on CMAR's approved schedule, which incorporates the major current and proposed tasks. The schedule will identify key deliverables and milestones throughout the project duration. Anticipate CMAR schedule will be updated monthly and distributed to the project team.
- **Manage Budget:** Manage the budget, schedule, and invoicing throughout the duration of project. This includes managing the sub-consultants and conducting monthly conference calls with the team to coordinate activities and work effort.
- **SharePoint Site:** Develop a SharePoint site or other web-based site to transfer files, provide project updates, track schedules, and exchange information. Hazen shall maintain this site throughout the project duration.
- **Bi-Monthly Design Conference Call:** Discuss schedule, decision log and action item log with JEA PM, CMAR PM and Hazen PM. Starting September 2020.
- **Weekly Construction Conference Call:** discuss schedule, requests for information, etc. with JEA PM, Hazen PM, Hazen RPR and CMAR PM.

Task 1.2 – Survey

Hazen shall obtain detailed topographic surveys of the Arlington East WRF site in various locations to aid in this evaluation. Surveys will obtain topographic elevations; location of all bore locations in accordance with geotechnical service flags; location, size, and material of piping and manholes, and inverts of all existing storm drainage and sanitary sewers within the area to be surveyed; location and ID of all aboveground utility information, such as water, power, communications, etc.; vertical elevation information shall be collected for the edge of pavement as well as the centerline.

All survey data collection and electronic files shall be referenced and oriented to the specified coordinate system below.

- Referenced Horizontal Datum: North American Datum of 1983 (NAD 83)
- Referenced Vertical Datum: North American Vertical Datum (NAVD 88)

Hazen shall provide JEA with an electronic copy of the surveys. Surveys shall be phased similar to design.

Task 1.3 – Geotechnical Evaluation

Hazen shall obtain detailed geotechnical and hydrogeological evaluations of the Arlington East WRF site to aid in the evaluation of the Phase 2 Improvements project.

The geotechnical evaluations will include two 15 ft. soil borings, six 50 ft soil borings and five 100-ft soil borings, groundwater level determination, and a ground-penetrating radar (GPR)

investigation to detect the presence of sinkholes at the proposed locations of the facilities. It is anticipated the following information as a minimum will be included in the geotechnical reports:

- Soil boring logs and classifications
- Existing groundwater levels and estimated seasonal high levels
- Pipe trench preparation and backfill recommendations
- Dewatering discharge recommendations
- Foundation design recommendations

Hazen shall provide JEA an electronic copy of the geotechnical evaluations. Geotechnical evaluations shall be phased similar to design.

Task 1.4 – Gopher Tortoise Evaluation

Phase 2A (135-11): At Notice-to-Proceed, Hazen shall conduct a preliminary assessment of the project limits and a qualitative gopher tortoise survey of the relevant portions of the site to ascertain an approximate number of gopher tortoise burrows that could potentially be impacted by the proposed project. Approximately 90 days prior to construction, Hazen shall conduct a 100% coverage quantitative survey of all suitable gopher tortoise (*Gopherus polyphemus*) habitat within the project limits following the guidelines provided within the FWC's Non-Game Wildlife Program Technical Report No. 4 and Appendix 4 of the FWC's Gopher Tortoise Permitting Guidelines (February 2015). Survey results are valid for a maximum of 90 days, after which a follow-up survey will be necessary. The scope assumes 15 burrows are within 25 feet of the construction area and approximately 50% occupancy (FWC standard). Bucket trapping is recommended due to underground infrastructure in the area. Hazen shall check the bucket traps multiple times per day. JEA could elect to save money by having several operators undergo training to become authorized assistants. Assistants would be required to communicate by text morning and afternoon. Bucket visuals are required everyday including weekends and holidays.

Phase 2B (135-14): At Notice-to-Proceed, Hazen shall conduct a preliminary assessment of the project limits and a qualitative gopher tortoise survey of the relevant portions of the site to ascertain an approximate number of gopher tortoise burrows that could potentially be impacted by the proposed project. Approximately 90 days prior to construction, Hazen shall conduct a 100% coverage quantitative survey of all suitable gopher tortoise (*Gopherus polyphemus*) habitat within the project limits following the guidelines provided within the FWC's Non-Game Wildlife Program Technical Report No. 4 and Appendix 4 of the FWC's Gopher Tortoise Permitting Guidelines (February 2015). Survey results are valid for a maximum of 90 days, after which a follow-up survey will be necessary. The scope assumes 15 burrows are within 25 feet of the construction area and approximately 50% occupancy (FWC standard). Bucket trapping is recommended due to underground infrastructure in the area. Hazen shall check the bucket traps multiple times per day. JEA could elect to save money by having several operators undergo training to become authorized assistants. Assistants would be required to communicate by text morning and afternoon. Bucket visuals are required everyday including weekends and holidays.

Hazen shall provide JEA with electronic copies of the preliminary and preconstruction assessments from Phase 2A and Phase 2B.

Task 1.5 – Kickoff Meetings

The purpose of this task is to initiate each phase of the project including establishment of the necessary coordination between Hazen, JEA staff, Hazen’s subconsultants, JEA’s CMAR and request of pertinent WRF documentation from JEA. Hazen shall attend up to two (2) project kick-off meetings at the dates and times established by JEA. The purpose of the kick-off meetings are as follows:

- Introduce JEA staff members, Hazen’s key team members and key CMAR staff who will be involved during the project and establish lines of communication
- Identify key JEA staff and JEA’s CMAR staff who will act as technical reviewers of Hazen’s design submittals
- Review the overall project scope with JEA
- Provide a preliminary project schedule
- Collect available record drawings from JEA which are applicable to the project
- Conduct a site visit with plant staff (after the meeting)

Hazen shall prepare the meeting agendas and distribute electronic meeting minutes of the kick-off meetings.

Task 1.6 – Partnering Meetings

The purpose of this task is facilitate partnering throughout the project. One six-hour partnering meeting is assumed prior to the start of the project. The kickoff workshop will help answer the following questions regarding the project:

- How do you plan to manage site safety/operational safety in design and construction?
- What are some examples you have seen of successful conflict resolution?
- What ideas do you have for methods of effective communication amongst the Team members?
- What do you see as the major challenges of this project and how do you think we can overcome them?
- What is typically your focus during preconstruction?
- How are you going to ensure that the preconstruction activities fully review the design and are properly agreed on so there are no surprises at GMP or during construction (cost or constructability)

- What is the best way to resolve a design problem/concern if there is a difference of opinion?
- Where can your firm offer innovative ideas or solutions to make the project more successful?
- What ideas do you have for a Project Logo/Slogan? We will develop a Project Logo/Slogan at the Partnering meeting.

JEA's partnering firm shall prepare the meeting agenda and distribute electronic meeting minutes of the partnering meeting. Hazen shall review meeting minutes and provide comments. It is assumed there is one partnering meeting for Phase 2 as a whole.

Task 1.7 – Preliminary Design Charrette

The purpose of this task is to review the major components of the project before the 30% deliverable with JEA and the CMAR Team. This workshop allows the CMAR to ask questions/clarify engineer's intents and assumptions then suggest/discuss big picture modifications, value engineering ideas and constructability concerns. Hazen shall prepare the meeting presentation and distribute draft and final electronic meeting minutes of the charrette.

Task 1.8 – Site Visits and Data Review

The purpose of this task is to review existing data throughout the project (on a semi-annual basis), develop and submit a data request(s) for additional items anticipated to be required and perform up to three site visits, up to two Hazen employees.

Task 1.9 – Project Scoping Statements

Hazen shall prepare one Project Scoping Statement per phase (two total: Phase 2A and Phase 2B) that will explicitly define all the work as associated with that phase. This document will consolidate the information previously provided (Phase 1 memos) and include recent modifications / additions. Project Scoping Statement will be updated at each milestone (30%, 60%, 90%, 100%) for Phase 2A and Phase 2B resulting in a total of ten submittals.

Task 1 Deliverables:

- Electronic copies of the surveys, geotechnical reports and gopher tortoise information
- Electronic meeting minutes from the Kick-off Meeting and Preliminary Design Charrette, draft and final
- Electronic Phase 2A Project Scoping Statement, draft and final at each milestone (30%, 60%, 90%, 100%); project scoping statements will lag milestone deliverables by three weeks in order to accommodate cost estimates
- Electronic Phase 2B Project Scoping Statement, draft and final at each milestone (30%, 60%, 90%, 100%); project scoping statements will lag milestone deliverables by three weeks in order to accommodate cost estimates

Task 2 – Conceptual and Detailed Design of Phase 2A (135-11)

Hazen shall prepare detailed design drawings and specifications for the construction of the Arlington East Phase 2A Improvements. The detailed design drawings and specifications shall consist of general, civil, mechanical, structural, HVAC/plumbing, electrical, and instrumentation. The drawings and layering system shall be in Revit or AutoCAD in accordance with Hazen CAD standards. Technical specifications shall be prepared in conformance with Construction Specifications Institute (CSI) format and align with JEA Water and Wastewater Standards Manual January 1, 2020 or latest edition (at the time of the project begins). The technical specifications shall identify equipment, performance, and construction Contractor requirements. Hazen shall utilize JEA provided front-end documents. For development of the fee estimate, the following improvements are assumed:

- New headworks - course and fine screening, influent flow metering, screenings and grit handling, dumpster room, yard piping, controls, electrical room, electrical, HVAC/plumbing, civil, plant service water connection, backup generator, additional flow split to eliminate Splitter Box 1 with piping tie-ins to existing primary clarifiers, odor control tie-in to existing system, located where abandoned grit building currently resides. See Hazen's Arlington East WRF Upgrades Influent Structure & Screenings Evaluation Technical Memorandum, submitted 2019-12-23.
- Instrumentation and Controls
 - PLC panels associated with the areas for which design is performed will either be replaced, reused, or be provided with remote I/O panels to accommodate additional I/O associated with the processes.
 - If new PLC panels are added, they will be incorporated into the plant's existing Profibus network.
 - Where existing process are being modified, Hazen shall create Process and Instrumentation Diagrams (P&IDs) for the modified portions of the processes.
 - Hazen shall modify the existing System Architecture Drawing from the previous Secondary Clarifier Addition project to show new and modified PLC and remote I/O panels included in the project.
 - Hazen shall modify the existing Profibus Architecture drawings from the previous Secondary Clarifier Addition project to show modifications and additions to the existing Profibus network included in this project.
 - Where existing instruments are being replaced, Hazen shall specify the instruments and include them in Instrument Schedule, but will not modify existing P&IDs to show the replacement instruments.
 - Design for new instruments associated with the areas for which design is performed will be incorporated into the plant's existing Profibus network and will be specified with the Client's hardware preferences.

- Replacement for some existing instruments on the existing aeration basin Profibus networks which have failed will be included in the design.
- Replacements for the existing Profibus fiber optic network panels on the existing aeration basins will be specified and will incorporate the Client's updated hardware preferences.
- JEA will provide O&M manuals with as-built and as-modified drawings for equipment control panels, MCCs, PLCs, and equipment.

Task 2.1 – Conceptual Design (30%)

Hazen shall prepare 30% design documents and prepare a Conceptual Design Document (CDD). Contents of the CDD shall meet the following criteria:

- Process Calculations
- Project Schedule
- Drawings
 - P&IDs
 - Process Flow Diagram
 - Hydraulic Profile
 - Site Layout
 - Plan Views and Major Elevations
 - Overall Electrical Schematics
- List of Specifications
- Equipment List

Hazen shall attend one (1) design progress review meeting with JEA staff and CMAR staff to review the design documents as and when required by JEA.

JEA will review and provide comments on the 30% submittal at the 30% review meeting. CMAR staff will review and provide comments on the 30% submittal several weeks after the 30% review meeting. Upon instruction from JEA, Hazen shall proceed with the 60% design.

Hazen shall participate in up to one (1) additional meeting or workshop with Hazen, JEA or others as needed.

Hazen shall provide an opinion of probable cost in addition to the CMAR's 30% estimate. Hazen's detailed cost shall be per the JEA Cost Estimating Design Manual. Costs shall be estimated after

milestone is submitted (to allow for apples to apples comparison between engineer and CMAR cost estimates).

Task 2.2 – 60% Design Documents

Hazen shall prepare 60% design stage documents (i.e., drawings and technical specifications). For the purposes of this Scope of Services, the content of the 60% drawings and specifications shall meet the following criteria:

- General, civil, mechanical, structural, electrical, HVAC/plumbing and instrumentation drawings including updated P&IDs
- Updated Project Schedule
- Updated Process Calculations
- Technical specifications (Divisions 2-50)

Hazen shall attend one (1) design progress review workshop with JEA staff and CMAR staff to review the design documents as and when required by JEA. Review workshop shall be one 1-day workshop with key design team members. Hazen shall review and update the decision log during the review workshop.

JEA will review and provide comments on the 60% submittal at the 60% review workshop. Upon receipt of comments, Hazen shall proceed with the 90% design.

Hazen shall participate in up to one (1) additional meeting or workshop with Hazen, JEA or others as needed.

Hazen shall provide an opinion of probable cost in addition to the CMAR's 60% estimate. Hazen's detailed cost shall be per the JEA Cost Estimating Design Manual. Costs shall be estimated after milestone is submitted (to allow for apples to apples comparison between engineer and CMAR cost estimates).

Task 2.3 – Detailed Design (90%, 100%)

The 90% design completion stage submittal shall consist of the following:

- General, civil, mechanical, structural, HVAC/plumbing, electrical and instrumentation drawings
- Specifications (Divisions 1-50)
- Updated Project Schedule
- Permits, when issued
- Asset Management Documentation
- Critical Spare Parts Review

Asset management documentation shall include the Schedule of Asset Values (the Assets tab in the Equipment Attribute Worksheet) on the facilities constructed under this project and one specification. Hazen shall fill in the Child Asset Description. JEA shall provide the Parent Asset ID, Parent Asset Description, Child Asset ID, Spec Table, Capital Asset (Y/N), Failure Class and Asset Hierarchy.

Critical spare parts review shall include a discussion at the 90% review meeting. Hazen will summarize the spare parts required in the specifications for input from JEA staff including the operations and maintenance staff. Hazen will update as required in the 100% documents based on feedback from the staff.

Hazen shall attend one (1) design progress review meeting with JEA staff to review the 90% design documents as and when required by JEA.

JEA will review and provide comments on the 90% submittal at the 90% review meeting. Upon receipt of comments, Hazen shall proceed with the 100% submittal.

Hazen shall participate in up to one (1) additional meeting or workshop with Hazen, JEA or others as needed.

Hazen shall provide an opinion of probable cost in addition to the CMAR's 90% estimate. Hazen's detailed cost shall be per the JEA Cost Estimating Design Manual. Costs shall be estimated after milestone is submitted (to allow for apples to apples comparison between engineer and CMAR cost estimates).

The 100% submittal shall consist of project specifications and construction drawings for all the work to be included in the Arlington East WRF Phase 2 Improvements. These documents are intended to be final documents that include all revisions provided by JEA.

Hazen shall provide an opinion of probable cost of the 100% design documents. Hazen's detailed cost shall be per the JEA Cost Estimating Design Manual. Costs shall be estimated after milestone is submitted.

Task 2 Deliverables:

- Electronic copies of all meeting minutes
- Six (6) paper copies and one (1) electronic copy of the 30%, 60% and 90% design submittal documents to JEA for review and comment; drawings shall be 11 x 17 inch "half size" sheets, specifications and other items shall be printed on 8 ½ x 11 inch paper
- Six (6) paper copies and one (1) electronic copy of the 100% design documents submittal; drawings shall be 22 x 34 inch "full size" sheets, two (2) of six sets will be provided to the CMAR.
- Attend one (1) progress review meeting with JEA after each of the following milestones: the 30% design, 60% design, and 90% design

Task 3 – Permitting (135-11)

Florida Department of Environmental Protection (FDEP): Hazen shall provide assistance to JEA in preparing, filing and obtaining necessary permits from FDEP. It is anticipated that two permits from FDEP will be required including 1) revision to NPDES operation permit (substantial modification) and 2) an environmental resource permit. Hazen shall attend meetings with permit authorities as needed to ensure necessary approvals. JEA will pay permit application fees.

City of Jacksonville (COJ) 10-Set Review: Hazen shall also assist JEA in filing applicable forms/applications, attend up to two meetings, and obtaining project approval from the COJ Planning and Development Department for a technical review of the horizontal construction aspects of this project including drainage, Fire Marshall and landscaping. It is anticipated this will include 1) Ten sets of plans (Plan Requirements), 2) Two sets of drainage calculations signed and sealed on the cover sheet by the Registered Professional Engineer, 3) fee, 4) a completed standard transmittal letter and 5) a completed copy of Submittal Checklist for Construction Plans.

City of Jacksonville Building Department: Hazen shall attend one meeting between the 60% and 90% deliverables to determine the approximate permit fee the COJ will assess, what the COJ will inspect and what permits will need to be pulled during construction. COJ Building Department jurisdiction includes Health, Safety and Code Compliance issues. Anticipated fee shall be assessed based on job value excluding equipment costs.

Task 3 Deliverables:

- Permit applications, exhibits, drawings, and specifications as needed
- Response to additional information requests by permitting agencies

Task 4 – GMP Services (135-11)

The purpose of this task is to assist JEA with GMP development of the Phase 2 Improvements.

Task 4.1 – GMP Conference and Addenda Issuance

Hazen shall attend two (2) GMP conferences with CMAR (one without and one with JEA) for project to discuss equipment selection and final GMP value.

Hazen shall provide timely responses to the CMAR's inquiries by responding to CMAR's Q&A log to interpret and clarify the contract documents. CMAR will develop and distribute the Q&A log to the Hazen / JEA.

Task 4.2 – Conformed Drawings and Specifications

Hazen shall provide Conformed Drawings and Specifications to JEA. JEA will be responsible for the coordination and distribution of conformed copies of the construction contract. The conformed drawings will be submitted to CMAR for review. Hazen shall participate in up to two conference calls to coordinate and collaborate with JEA and CMAR on this item.

Task 4 Deliverables:

- Addenda during the GMP phase
- One (1) electronic copy of Conformed Construction Documents for review; drawings shall be 22 x 34 inch “full size” sheets.
- Six (6) paper copies and one (1) electronic copy of Conformed Construction Documents; drawings shall be 22 x 34 inch “full size” sheets.

Task 5 – Services During Construction (135-11)

The purpose of this task is to assist JEA with services during construction for the Phase 2A Improvements Package.

Task 5.1 – Construction Administration

Hazen shall provide the following construction administration services during the Phase 2 Improvements:

- Contract Interpretations and Clarifications – Hazen shall issue technical interpretations and clarifications of the Construction Contract Documents in a timely manner, but not to exceed five (5) working days of their request. Non-technical administrative interpretations shall be issued by JEA. Hazen shall prepare and maintain the technical RFI log to track the status of requests for information. The interpretations will be formally communicated as RFIs. Hazen shall issue necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of the Contractor’s work.
- Change Orders / Supplemental Work Authorization – Changes to the Contract may be the result of unforeseen conditions or interferences identified by the Contractor during the routine progress of work, inadvertent omissions (betterment) issues in the contract documents, or minor additional improvements requested by JEA after the project bid date. JEA will review and handle justifications of change orders and supplemental work authorizations. Hazen shall provide a maximum of 60 hours in assistance to JEA with change orders / supplemental work authorizations to provide necessary technical documentation. It is noted that Hazen’s services do not include claims analysis or litigation support. Hazen shall validate, review, and provide recommendation to JEA for change order requests, allowance, and/or contingency requests submitted by CMAR. This includes review of the cost estimates associated with the allowance or contingency request along with a summary (either memorandum or email) with the recommended course of action along with any justification leading to the request. If necessary, Hazen shall provide estimating review to confirm recommendation up to 40 hours.
- Applications for Payment – Hazen shall review and verify monthly Applications for Payment submitted by the Contractor, verify Contractor’s progress with respect to the Contractor’s pay applications, and make recommendations to JEA for payment. See Task 5.6 for additional information.

Task 5.2 – Submittal Review

Hazen shall perform the following submittal review tasks:

- Shop Drawings – Hazen shall review and process shop drawings and any other submittals which the Construction Contractor is required to submit within 20 working days of receipt of the submittal except for special items requiring longer review time if so noted in the Construction Contract Documents. The review shall be for conformance with the design intent and compliance with the information presented in the Construction Contract Documents. Hazen shall determine the acceptability of materials and equipment proposed by the Construction Contractor. Shop Drawing reviews will be limited to two (2) reviews per submittal. If the second review cannot be approved the Contractor will fund the additional reviews. Hazen shall prepare and maintain a shop drawing submittal log to track the status of submittals.
- Asset Management Information Submittals – Hazen shall review asset management information submittals and completed work submitted as part of the Contractor’s monthly invoice.
- Preliminary Progress Schedule – Hazen shall review the proposed Preliminary Progress Schedule for the construction work and monthly Progress Schedule revisions prepared by the Contractor and report findings to JEA.
- Operations and Maintenance Manuals – Hazen shall review and approve or take other appropriate action with respect to Operations and Maintenance Manuals submitted by the Contractor as required by the Technical Specifications. The review will verify that proper operations, preventive maintenance, repair procedures and applicable service information are provided for all specified equipment. The submitted manuals will be compared to the specification section "Operations and Maintenance Data" to verify that the submittals are sufficient in content, quantity and provided in a timely manner that enable staff training and consultation prior to start-up.

Task 5.3 - Record Drawings

Hazen shall prepare and distribute to JEA within 60 days of the date of receipt of marked-up, red-lined field drawings from the Construction Contractor, three (3) hard copy sets of 24 x 36-inch prints. Hazen shall also deliver two (2) electronic copies of the record drawings in both AutoCAD and pdf. The record drawings shall incorporate those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the Construction Contractor to Hazen. Field verification of the accuracy of the Contractor’s drawing markups is not included in the scope of work. Hazen shall provide signed/dated checklist from JEA’s Section 501 to accompany the record drawing submittal to JEA.

Task 5.4 – Meetings

Hazen shall attend construction meetings as follows:

- Pre-Construction Meeting – Hazen shall participate at one (1) pre-construction meeting to answer technical questions that may arise.

- Construction Progress Meetings - Once every month, JEA will conduct a progress meeting with the Construction Contractor to review project status and identify issues that may affect the project schedule. Such issues may include suggested changes and/or methods to keep the project on schedule (except for the Construction Contractor's means, methods, techniques, sequences or procedures of construction). This Scope of Services has been based on one (1) representative of Hazen in addition to the RPR attending the meetings, up to a maximum of twenty-four (30) meetings. Additional staff from Hazen shall also attend the meeting when required by JEA.
- Maintenance of Plant Operations Special Meetings (up to two)
- Instrumentation and Control (I&C) Meetings, limited to one of each of the following
 - I&C Kickoff Meeting
 - I&C Draft Graphics Review Meeting
 - I&C Factory Testing Pre- Coordination Meeting
 - I&C Field Testing Pre- Coordination Meeting
- Other unplanned special meetings (up to two)

Task 5.5 – WRF O&M Manuals

5.5.1 O&M Manual Update: Hazen shall prepare updates to the facilities Operation and Maintenance (O&M) Manual which includes modifications constructed under this project. Format shall be acceptable to JEA and as necessary to meet typical FDEP requirements for submittal in support of an operation permit application. Six (6) bound sets of the O&M Manual update shall be provided to JEA. An electronic copy shall also be provided. The format of the new manual shall be consistent with the existing manual.

Task 5.6 – Resident Project Representative Services

Hazen shall provide a Resident Project Representative (RPR) for construction observation during the construction phase of the project to review and observe the Contractor's work. The RPR shall provide experienced, construction observation throughout the project to monitor compliance with the Contract Documents and assist JEA and the Contractor in successfully completing the project. Daily reports will be available to JEA through the construction project management system.

Construction observation services are scoped during normal working hours (five 8-hour working days per week). Compensation is based on an assumed 18-month project duration, commencing at the CMAR's mobilization for Phase 2A, excluding JEA holidays and weekends. The duties and responsibilities of the RPR are limited to the following:

- Function as Hazen's site representative and serve as the field liaison between JEA, Hazen, and the Contractor.
- Schedule Updates – Hazen shall review progress schedules, schedules of shop drawings,

and schedule of values prepared by the CMAR and return comments to the CMAR. Hazen shall review the CMAR's requested revisions to the baseline construction schedule to ensure that the activities are comprehensive, the workflow is logical, the relationships between tasks is logical, and the schedule appropriately considers maintenance of plant operation constraints. Once the baseline schedule has been submitted and approved, Hazen shall monitor the CMAR's actual progress and compare it to the approved baseline schedule. Hazen shall interface with JEA regarding issues involving scheduled shut-downs, tie-ins, start-ups, commissioning, and other required operational coordination to ensure adequate lead time is provided for proper coordination and preparation for these activities. Hazen shall review the schedule monthly. CMAR will maintain / update the schedule and JEA Owner's rep—Marsh Wagner, will review schedule only for earned value.

- Meetings – Attend meetings with the CMAR including preconstruction, monthly progress and other project related meetings. RPR to attend weekly progress meetings with JEA and CMAR team.
- Liaison – Serve as Hazen's liaison with the CMAR working principally through the CMAR superintendents and assist in understanding the intent of Contract Documents; and assist Hazen in service as the Owner's liaison with the CMAR when CMAR's operations affect WRF operations.
- Observation of Work – Conduct full time /on-site observation and review of the work in progress to assist Hazen in determining if the work is general in accordance with the Contract Documents. Report whenever the work is defective under the terms and standards set forth in the Contract Documents as to whether such work shall be corrected, removed, replaced, or accepted.
 - Verify that test, equipment and system start ups and O&M training are conducted in the presence of appropriate personnel and report to design team appropriate details relative to the test procedures and startup.
 - Accompany visiting inspectors representing agencies having jurisdiction over the project and record / document the results of these inspections.
 - Approve and verify quantities of work items listed on the monthly Applications for Payment submitted by the Contractor.
 - Review equipment delivered to site for conformance with the approved shop drawings.
 - Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

- Verify that tests, equipment, and system start-ups and operating and maintenance training are conducted in the presence of appropriate JEA personnel, and that Contractor maintains adequate records thereof.
- Witness the acceptance testing and startup of equipment in the field by Manufacturers' technical representatives.
- Interpretation of Contract Documents – Report to the design team and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to the CMAR clarifications and interpretations as issued by Hazen.
- Modifications – Consider and coordinate the CMAR's suggestions for modifications in Drawings or Specifications to design team. Transmit to CMAR in writing decisions as issued by Hazen and the Owner.
- Records – Maintain orderly files at the job site including correspondence, shop drawings / samples, reproductions of Contract Documents including all work change, addenda, change orders, work change directives, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations, progress reports. Records shall be electronic.
- Daily report – Prepare a daily report, logging the CMAR's hours, major subcontractors onsite, weather conditions, work change directives, change orders / changed conditions, visitors, activities, decisions, observations in general, testing procedures. Produce and upload daily reports to the agreed upon document management system. Daily reports shall include photos.
- Coordination – In advance of scheduled major tests, inspections or startup coordinate with Owner and design team.
- Payment request – Review applications for payment with CMAR for compliance with the established procedure for their submission and discuss with design team as necessary. Compare payment request with schedule of values, work completed, and materials / equipment delivery on site. Hazen shall track payments including proposed CMAR cashflow, actual CMAR application for payment amounts and update with approved change order amounts as approved throughout the contract.
- Punch lists - Perform three (3) substantial completion walkthroughs and issue punch lists from each. Perform three (3) final completion walkthroughs.
- Any required welding specialty inspections and any required materials testing will be performed by a Construction Materials Testing Firm under an allowance in the Contractor's contract. Hazen shall coordinate with the selected firm during materials testing.

Task 5.7 – Specialty Inspection Services

Hazen shall provide specialty inspection services during the construction phase of the project. The

inspections will be performed by the Engineer of Record to observe construction and monitor work as needed. The inspections will provide observation of the construction to help determine whether the provisions of the Contract Documents are being fulfilled and to reasonably protect JEA against defects and deficiencies in the work of the Contractor. Specialty inspections also include one substantial completion walkthrough and one final completion walkthrough. If the duration of construction is greater than 18 months at the average level of effort, additional effort for this task will be compensated under “Additional Services”.

Structural/architectural, electrical, instrumentation, and mechanical discipline leads will conduct periodic site visits to support the RPR and answer any discipline-specific questions. The following discipline-specific site visits are included:

- Provide technical assistance in the form of site visits by discipline-specific engineers (i.e., site/civil, process, mechanical, structural, architectural, I&C, electrical, HVAC, and/or plumbing) to observe specific critical portions of the in-progress construction work and make appropriate recommendations to JEA. Up to 1 discipline visit per month for 18 months of assorted discipline specific engineers over duration of project is assumed, exclusive of Specialty Inspections. Technical assistance also includes development/oversight of I/O Checkout procedure and logic/integrator functional testing

Task 5.8 – Operator Training, Startup and Testing Services

Hazen shall video record one 4-hour workshop to provide operational training for the new equipment and support systems (e.g., electrical, SCADA). Workshop shall include limited classroom training and hand-on field training. O&M Manual shall be used; no additional written training materials shall be prepared.

Hazen shall perform startup and testing services. Hazen shall assist JEA staff with new equipment and systems, with warranties and provide electronic archive of construction items (submittals, reports, communication).

Task 5 Deliverables:

- Shop Drawing Reviews (log to be maintained by CMAR)
- Responses to Contractor RFI’s (log to be maintained by CMAR)
- Final Construction Punchlist
- Record Drawings and Closeout Documents, three (3) of 24x36 inch hard copies, electronic copies in both AutoCAD and PDF
- O&M Manual Update
- Daily Reports
- Meeting Minutes

- Operator Training Workshop

Task 6 – Develop Facility P&ID Drawings

Hazen shall review existing P&ID information and conduct field survey of existing instrumentation and control facilities. 25 field days, up to 8 hours per day, assuming up to 2 Hazen employees over 5 trips are anticipated. First field survey shall include cataloging the existing equipment to remain in service. Last field survey shall document / confirm the existing routing/configuration.

Hazen shall use obtained information and field survey data to develop draft “Facility P&ID Drawings” for existing instrumentation and control facilities. Hazen shall attend one (1) review meeting with JEA staff (no CMAR staff) to review the draft Facility P&ID Drawings (existing only). JEA will review and provide comments on the draft Facility P&ID Drawings (existing only) at the review meeting. After review meeting, Hazen shall proceed with the creating the final Facility P&ID Drawings (existing only). Hazen shall combine P&IDs developed during design (Task 2) with the final Facility P&ID Drawings for a complete Facility P&ID Drawing set (plantwide).

Task 6 Deliverables:

- Electronic copy (PDF) of the draft Facility P&ID Drawings (existing only) to JEA for review and comment; drawings shall be 11 x 17 inch “half size” sheets
- Six (6) paper copies and electronic copies (PDF and CAD) of the Facility P&ID Drawings (complete); drawings shall be 22 x 34 inch “full size” sheets

Task 7 – Limited Allowance for CMAR Coordination and Miscellaneous Items

This task consists of an allowance to evaluate CMAR’s suggestions, modifications, value engineering ideas and constructability concerns after each design milestone (30%, 60%, 90%) and limited out of scope coordination with CMAR during construction.

Allowance also allows for coordination with third party firms and several miscellaneous topics include the following:

- Coordination with JEA’s chosen fire protection contractor
- Coordination with FM Global review, discussion, response
- Modeling updates
- Additional inspection services during the construction phase of the project depending on availability of funds
- Design and construction oversight of interim / temporary improvements to the onsite plant service water (i.e., onsite reclaimed water, i.e., onsite non potable water (NPW)) system if required for the new headworks infrastructure

- Updates to Project Scoping Statement as requested (between milestones)
- Scan JEA’s existing O&M manuals to be able to reference in complete O&M
- 10% Design Estimate per the JEA Design Consultant Cost Estimating Manual for Phase 2A and Phase 2B based on the Task 3.1 and 3.2 technical memoranda (TM) entitled “Aeration Basin and Associated Upgrades Evaluation” and “Screening Structure Evaluation” respectively.
- Optional Revisions to Odor Control Improvement (Phase 1 Task 2.3) 100% Drawings and Specs: Hazen shall review the Brasfield and Gorrie (B&G) Guaranteed Maximum Prices (GMP) Q&A log developed during the failed GMP negotiation. Hazen shall update drawings and specifications to reflect clarifications / modifications during GMP negotiation prior to JEA procurement.

Task 7 Deliverables:

- TBD

Task 8 – Conceptual and Detailed Design of Phase 2B (135-14)

Hazen shall prepare detailed design drawings and specifications for the construction of the Arlington East Phase 2B Improvements. The detailed design drawings and specifications shall consist of general, civil, mechanical, structural, HVAC/plumbing, electrical, and instrumentation. The drawings and layering system shall be in Revit or AutoCAD in accordance with Hazen CAD standards. Technical specifications shall be prepared in conformance with Construction Specifications Institute (CSI) format and align with JEA Water and Wastewater Standards Manual January 1, 2020 or latest edition (at the time of the project begins). The technical specifications shall identify equipment, performance, and construction Contractor requirements. Hazen shall utilize JEA provided front-end documents. For development of the fee estimate, the following improvements are assumed:

- New aeration basin (No. 9) - air / wastewater piping, valves, controls (for all aeration basins), electrical, PLC upgrade, diffusers, NRCY pump, mixing, flow split / new Splitter Box 2, demolish Splitter Box 1, modifications to RAS metering station 2, mixed liquor channel extension, civil, yard piping. See Hazen’s Arlington East WRF Upgrades Aeration Basin & Associated Upgrades Evaluation Technical Memorandum, submitted 2020-05-24.
- Blower System Upgrades – replacement of one 400 hp blower with a new 600 hp multi-stage centrifugal blower, refurbishment of the existing Roots blowers, instrumentation replacement/upgrades for all blowers, blower control panel upgrades, move blower control panels to electrical room and replace associated 4160 switchgear / modifications for all blowers.
- Modifications to RAS Pumps 1-4 – new pumps, valves, piping, VFDs.
- New primary clarifier (to replace Nos. 1 and 2) – similar to Primary Clarifier 3, 50 mgd capacity, 105’ diameter with flat truss-supported cover, new primary sludge pump station

2 (similar to sludge pump station for Primary Clarifier 3), primary clarifier bypass with isolation valve, modifications to Odor Control 2 (relocation), odor control tie-in, piping, controls, electrical and civil.

- Instrumentation and Controls (see bulleted list in Task 2 for details)
- Storage area for piping, pumps, etc. – assume paved area, approximately 10,000 square feet, location to be determined (either west of aeration basin 9 or to south of sludge storage tanks).
- Significant repaving of WRF roadways, per JEA facilities Master Plan dated August 2019.

Task 8.1 – Conceptual Design (30%)

Hazen shall prepare 30% design documents and prepare a Conceptual Design Document (CDD). Contents of the CDD shall meet the following criteria:

- Process Calculations
- Project Schedule
- Drawings
 - P&IDs
 - Process Flow Diagram
 - Hydraulic Profile
 - Site Layout
 - Plan Views and Major Elevations
 - Overall Electrical Schematics
- List of Specifications
- Equipment List

Hazen shall attend one (1) design progress review meeting with JEA staff and CMAR staff to review the design documents as and when required by JEA.

JEA will review and provide comments on the 30% submittal at the 30% review meeting. CMAR staff will review and provide comments on the 30% submittal several weeks after the 30% review meeting. Upon instruction from JEA, Hazen shall proceed with the 60% design.

Hazen shall participate in up to one (1) additional meeting or workshop with Hazen, JEA or others as needed.

Hazen shall provide an opinion of probable cost in addition to the CMAR's 30% estimate. Hazen's detailed cost shall be per the JEA Cost Estimating Design Manual. Costs shall be estimated after

milestone is submitted (to allow for apples to apples comparison between engineer and CMAR cost estimates).

Task 8.2 – 60% Design Documents

Hazen shall prepare 60% design stage documents (i.e., drawings and technical specifications). For the purposes of this Scope of Services, the content of the 60% drawings and specifications shall meet the following criteria:

- General, civil, mechanical, structural, electrical, HVAC/plumbing and instrumentation drawings including updated P&IDs
- Updated Project Schedule
- Updated Process Calculations
- Technical specifications (Divisions 2-50)

Hazen shall attend one (1) design progress review workshop with JEA staff and CMAR staff to review the design documents as and when required by JEA. Review workshop shall be one 1-day workshop with key design team members. Hazen shall review and update the decision log during the review workshop.

JEA will review and provide comments on the 60% submittal at the 60% review workshop. Upon receipt of comments, Hazen shall proceed with the 90% design.

Hazen shall participate in up to one (1) additional meeting or workshop with Hazen, JEA or others as needed.

Hazen shall provide an opinion of probable cost in addition to the CMAR's 60% estimate. Hazen's detailed cost shall be per the JEA Cost Estimating Design Manual. Costs shall be estimated after milestone is submitted (to allow for apples to apples comparison between engineer and CMAR cost estimates).

Task 8.3 – Detailed Design (90%, 100%)

The 90% design completion stage submittal shall consist of the following:

- General, civil, mechanical, structural, HVAC/plumbing, electrical and instrumentation drawings
- Specifications (Divisions 1-50)
- Updated Project Schedule
- Permits, when issued
- Asset Management Documentation
- Critical Spare Parts Review

Asset management documentation shall include the Schedule of Asset Values (the Assets tab in the Equipment Attribute Worksheet) on the facilities constructed under this project and one specification. Hazen shall fill in the Child Asset Description. JEA shall provide the Parent Asset ID, Parent Asset Description, Child Asset ID, Spec Table, Capital Asset (Y/N), Failure Class and Asset Hierarchy.

Critical spare parts review shall include a discussion at the 90% review meeting. Hazen will summarize the spare parts required in the specifications for input from JEA staff including the operations and maintenance staff. Hazen will update as required in the 100% documents based on feedback from the staff.

Hazen shall attend one (1) design progress review meeting with JEA staff to review the 90% design documents as and when required by JEA.

JEA will review and provide comments on the 90% submittal at the 90% review meeting. Upon receipt of comments, Hazen shall proceed with the 100% submittal.

Hazen shall participate in up to one (1) additional meeting or workshop with Hazen, JEA or others as needed.

Hazen shall provide an opinion of probable cost in addition to the CMAR's 90% estimate. Hazen's detailed cost shall be per the JEA Cost Estimating Design Manual. Costs shall be estimated after milestone is submitted (to allow for apples to apples comparison between engineer and CMAR cost estimates).

The 100% submittal shall consist of project specifications and construction drawings for all the work to be included in the Arlington East WRF Phase 2 Improvements. These documents are intended to be final documents that include all revisions provided by JEA.

Hazen shall provide an opinion of probable cost of the 100% design documents. Hazen's detailed cost shall be per the JEA Cost Estimating Design Manual. Costs shall be estimated after milestone is submitted.

Task 8 Deliverables:

- Electronic copies of all meeting minutes
- Six (6) paper copies and one (1) electronic copy of the 30%, 60% and 90% design submittal documents to JEA for review and comment; drawings shall be 11 x 17 inch "half size" sheets, specifications and other items shall be printed on 8 ½ x 11 inch paper
- Six (6) paper copies and one (1) electronic copy of the 100% design documents submittal; drawings shall be 22 x 34 inch "full size" sheets, two (2) of six sets will be provided to the CMAR.
- Attend one (1) progress review meeting with JEA after each of the following milestones: the 30% design, 60% design, and 90% design

Task 9 – Permitting (135-14)

Florida Department of Environmental Protection (FDEP): Hazen shall provide assistance to JEA in preparing, filing and obtaining necessary permits from FDEP. It is anticipated that two permits from FDEP will be required including 1) revision to NPDES operation permit (substantial modification) and 2) an environmental resource permit. Hazen shall attend meetings with permit authorities as needed to ensure necessary approvals. JEA will pay permit application fees.

City of Jacksonville (COJ) 10-Set Review: Hazen shall also assist JEA in filing applicable forms/applications, attend up to two meetings, and obtaining project approval from the COJ Planning and Development Department for a technical review of the horizontal construction aspects of this project including drainage, Fire Marshall, landscaping. It is anticipated this will include 1) Ten sets of plans (Plan Requirements), 2) Two sets of drainage calculations signed and sealed on the cover sheet by the Registered Professional, 3) fee, 4) a completed standard transmittal letter. And 5) a completed copy of Submittal Checklist for Construction Plans.

City of Jacksonville Building Department: Hazen shall attend one meeting between the 60% and 90% deliverables to determine the approximate permit fee the City of Jacksonville will assess, what the COJ will inspect and what permits will need to be pulled during construction. COJ Building Department jurisdiction is Health, Safety and Code Compliance issues. Anticipated fee shall be assessed based on job value excluding equipment costs.

Task 9 Deliverables:

- Permit applications, exhibits, drawings, and specifications as needed
- Response to additional information requests by permitting agencies

Task 10 – GMP Services (135-14)

The purpose of this task is to assist JEA with GMP development of the Phase 2B Improvements.

Task 10.1 – GMP Conference and Addenda Issuance

Hazen shall attend two (2) GMP conferences with CMAR (one without and one with JEA) for project to discuss equipment selection and final GMP value.

Hazen shall provide timely responses to the CMAR's inquiries by responding to CMAR's Q&A log to interpret and clarify the contract documents. CMAR will develop and distribute the Q&A log to the Hazen / JEA.

Task 10.2 – Conformed Drawings and Specifications

Hazen shall provide Conformed Drawings and Specifications to JEA. JEA will be responsible for the coordination and distribution of conformed copies of the construction contract. The conformed drawings will be submitted to CMAR for review. Hazen shall participate in up to two conference calls to coordinate and collaborate with JEA and CMAR on this item.

Task 10 Deliverables:

- Addenda during the GMP phase
- One (1) electronic copy of Conformed Construction Documents; drawings shall be 22 x 34 inch “full size” sheets.
- Six (6) paper copies and one (1) electronic copy of Conformed Construction Documents; drawings shall be 22 x 34 inch “full size” sheets.

Task 11 – Services During Construction (135-14)

The purpose of this task is to assist JEA with services during construction for the Phase 2 Improvements Package.

Task 11.1 – Construction Administration

Hazen shall provide the following construction administration services during the Phase 2 Improvements:

- Contract Interpretations and Clarifications – Hazen shall issue technical interpretations and clarifications of the Construction Contract Documents in a timely manner, but not to exceed five (5) working days of their request. Non-technical administrative interpretations shall be issued by JEA. Hazen shall prepare and maintain the technical RFI log to track the status of requests for information. The interpretations will be formally communicated as RFIs. Hazen shall issue necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of the Contractor’s work.
- Change Orders / Supplemental Work Authorization – Changes to the Contract may be the result of unforeseen conditions or interferences identified by the Contractor during the routine progress of work, inadvertent omissions (betterment) issues in the contract documents, or minor additional improvements requested by JEA after the project bid date. JEA will review and handle justifications of change orders and supplemental work authorizations. Hazen shall provide a maximum of 60 hours in assistance to JEA with change orders / supplemental work authorizations to provide necessary technical documentation. It is noted that Hazen’s services do not include claims analysis or litigation support. Hazen shall validate, review, and provide recommendation to JEA for change order requests, allowance, and/or contingency requests submitted by CMAR. This includes review of the cost estimates associated with the allowance or contingency request along with a summary (either memorandum or email) with the recommended course of action along with any justification leading to the request. If necessary, Hazen shall provide estimating review to confirm recommendation up to 40 hours.
- Applications for Payment – Hazen shall review and verify monthly Applications for Payment submitted by the Contractor, verify Contractor’s progress with respect to the Contractor’s pay applications, and make recommendations to JEA for payment. See Task 11.6 for additional information.

Task 11.2 – Submittal Review

Hazen shall perform the following submittal review tasks:

- Shop Drawings – Hazen shall review and process shop drawings and any other submittals which the Construction Contractor is required to submit within 20 working days of receipt of the submittal except for special items requiring longer review time if so noted in the Construction Contract Documents. The review shall be for conformance with the design intent and compliance with the information presented in the Construction Contract Documents. Hazen shall determine the acceptability of materials and equipment proposed by the Construction Contractor. Shop Drawing reviews will be limited to two (2) reviews per submittal. If the second review cannot be approved the Contractor will fund the additional reviews. Hazen shall prepare and maintain a shop drawing submittal log to track the status of submittals.
- Asset Management Information Submittals – Hazen shall review asset management information submittals and completed work submitted as part of the Contractor's monthly invoice.
- Preliminary Progress Schedule – Hazen shall review the proposed Preliminary Progress Schedule for the construction work and monthly Progress Schedule revisions prepared by the Contractor and report findings to JEA.
- Operations and Maintenance Manuals – Hazen shall review and approve or take other appropriate action with respect to Operations and Maintenance Manuals submitted by the Contractor as required by the Technical Specifications. The review will verify that proper operations, preventive maintenance, repair procedures and applicable service information are provided for all specified equipment. The submitted manuals will be compared to the specification section "Operations and Maintenance Data" to verify that the submittals are sufficient in content, quantity and provided in a timely manner that enable staff training and consultation prior to start-up.

Task 11.3 - Record Drawings

Hazen shall prepare and distribute to JEA within 60 days of the date of receipt of marked-up, red-lined field drawings from the Construction Contractor, three (3) hard copy sets of 24 x 36-inch prints. Hazen shall also deliver two (2) electronic copies of the record drawings in both AutoCAD and pdf. The record drawings shall incorporate those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the Construction Contractor to Hazen. Field verification of the accuracy of the Contractor's drawing markups is not included in the scope of work. Hazen shall provide signed/dated checklist from JEA's Section 501 to accompany the record drawing submittal to JEA.

Task 11.4 – Meetings

Hazen shall attend construction meetings as follows:

- Pre-Construction Meeting – Hazen shall participate at one (1) pre-construction meeting to answer technical questions that may arise.

- Construction Progress Meetings - Once every month, JEA will conduct a progress meeting with the Construction Contractor to review project status and identify issues that may affect the project schedule. Such issues may include suggested changes and/or methods to keep the project on schedule (except for the Construction Contractor's means, methods, techniques, sequences or procedures of construction). This Scope of Services has been based on one (1) representative of Hazen in addition to the RPR attending the meetings, up to a maximum of twenty-four (30) meetings. Additional staff from Hazen shall also attend the meeting when required by JEA.
- Maintenance of Plant Operations Special Meetings (up to two)
- Instrumentation and Control (I&C) Meetings, limited to one of each of the following
 - I&C Kickoff Meeting
 - I&C Draft Graphics Review Meeting
 - I&C Factory Testing Pre- Coordination Meeting
 - I&C Field Testing Pre- Coordination Meeting
- Other unplanned special meetings (up to two)

Task 11.5 – WRF O&M Manuals

5.5.1 Complete O&M Manual Update: Hazen shall prepare updates to the facilities Operation and Maintenance (O&M) Manual which includes both new facilities / modifications constructed under this project and existing facilities designed and constructed by other consultants. Format shall be acceptable to JEA and as necessary to meet typical FDEP requirements for submittal in support of an operation permit application. Six (6) bound sets of the O&M Manual update shall be provided to JEA. An electronic copy shall also be provided. The format of the new manual shall be consistent with the existing manual.

P&IDs for the entire facility electronically indexed to the O&M manuals. Hazen shall use JEA's standardized naming conventions.

The Electronic Index of Vendor O&M Manuals will be updated to include Phase 2A and Phase 2B vendor O&M manuals. This updated index will be included in the Complete O&M Manual Update table of contents as appendices.

5.5.2 Electronic Index of Vendor O&M Manuals: Hazen shall use the electronic scans of existing ownership and maintenance manuals along with the approved vendor and manufacturers' O&M manuals. Hazen shall compile an electronic (indexed pdf) document for the completed plant. The indexed electronic file (PDF) will be made available to the CMAR integrator to incorporate into the Plant HMI. The manual will serve as a consolidated electronic O&M for the plant equipment and is not intended to provide direction on how to operate the treatment plant.

Task 11.6 – Resident Project Representative Services

Hazen shall provide a Resident Project Representative (RPR) for construction observation during

the construction phase of the project to review and observe the Contractor's work. The RPR shall provide experienced, construction observation throughout the project to monitor compliance with the Contract Documents and assist JEA and the Contractor in successfully completing the project. Daily reports will be available to JEA through the construction project management system.

Construction observation services are scoped during normal working hours (five 8-hour working days per week). Compensation is based on an assumed 18-month project duration, commencing at the CMAR's mobilization for Phase 2B, excluding JEA holidays and weekends. The duties and responsibilities of the RPR are limited to the following:

- Function as Hazen's site representative and serve as the field liaison between JEA, Hazen, and the Contractor.
- Schedule Updates – Hazen shall review progress schedules, schedules of shop drawings, and schedule of values prepared by the CMAR and return comments to the CMAR. Hazen shall review the CMAR's requested revisions to the baseline construction schedule to ensure that the activities are comprehensive, the workflow is logical, the relationships between tasks is logical, and the schedule appropriately considers maintenance of plant operation constraints. Once the baseline schedule has been submitted and approved, Hazen shall monitor the CMAR's actual progress and compare it to the approved baseline schedule. Hazen shall interface with JEA regarding issues involving scheduled shut-downs, tie-ins, start-ups, commissioning, and other required operational coordination to ensure adequate lead time is provided for proper coordination and preparation for these activities. Hazen shall review the schedule monthly. CMAR will maintain / update the schedule and JEA Owner's rep—Marsh Wagner, will review schedule only for earned value.
- Meetings – Attend meetings with the CMAR including preconstruction, monthly progress and other project related meetings. RPR to attend weekly progress meetings with JEA and CMAR team.
- Liaison – Serve as Hazen's liaison with the CMAR working principally through the CMAR superintendents and assist in understanding the intent of Contract Documents; and assist Hazen in service as the Owner's liaison with the CMAR when CMAR's operations affect WRF operations.
- Observation of Work – Conduct full time /on-site observation and review of the work in progress to assist Hazen in determining if the work is general in accordance with the Contract Documents. Report whenever the work is defective under the terms and standards set forth in the Contract Documents as to whether such work shall be corrected, removed, replaced, or accepted.
 - Verify that test, equipment and system start ups and O&M training are conducted in the presence of appropriate personnel and report to design team appropriate details relative to the test procedures and startup.
 - Accompany visiting inspectors representing agencies having jurisdiction over the project and record / document the results of these inspections.

- Approve and verify quantities of work items listed on the monthly Applications for Payment submitted by the Contractor.
- Review equipment delivered to site for conformance with the approved shop drawings.
- Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- Verify that tests, equipment, and system start-ups and operating and maintenance training are conducted in the presence of appropriate JEA personnel, and that Contractor maintains adequate records thereof.
- Witness the acceptance testing and startup of equipment in the field by Manufacturers' technical representatives.
- Interpretation of Contract Documents – Report to the design team and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to the CMAR clarifications and interpretations as issued by Hazen.
- Modifications – Consider and coordinate the CMAR's suggestions for modifications in Drawings or Specifications to design team. Transmit to CMAR in writing decisions as issued by Hazen and the Owner.
- Records – Maintain orderly files at the job site including correspondence, shop drawings / samples, reproductions of Contract Documents including all work change, addenda, change orders, work change directives, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations, progress reports. Records shall be electronic.
- Daily report – Prepare a daily report, logging the CMAR's hours, major subcontractors onsite, weather conditions, work change directives, change orders / changed conditions, visitors, activities, decisions, observations in general, testing procedures. Produce and upload daily reports to the agreed upon document management system. Daily reports shall include photos.
- Coordination – In advance of scheduled major tests, inspections or startup coordinate with Owner and design team.
- Payment request – Review applications for payment with CMAR for compliance with the established procedure for their submission and discuss with design team as necessary. Compare payment request with schedule of values, work completed, and materials / equipment delivery on site. Hazen shall track payments including proposed CMAR cashflow, actual CMAR application for payment amounts and update with approved change order amounts as approved throughout the contract.

- Punch lists - Perform three (3) substantial completion walkthroughs and issue punch lists from each. Perform three (3) final completion walkthroughs.
- Any required welding specialty inspections and any required materials testing will be performed by a Construction Materials Testing Firm under an allowance in the Contractor's contract. Hazen shall coordinate with the selected firm during materials testing.

Task 11.7 – Specialty Inspection Services

Hazen shall provide specialty inspection services during the construction phase of the project. The inspections will be performed by the Engineer of Record to observe construction and monitor work as needed. The inspections will provide observation of the construction to help determine whether the provisions of the Contract Documents are being fulfilled and to reasonably protect JEA against defects and deficiencies in the work of the Contractor. Specialty inspections also include one site visit each for two (2) substantial completion walkthroughs (aeration basin, primary clarifier) and one site visit each for two (2) final completion walkthroughs. If the duration of construction is greater than 21 months at the average level of effort, additional effort for this task will be compensated under “Additional Services”.

Structural/architectural, electrical, instrumentation, and mechanical discipline leads will conduct periodic site visits to support the RPR and answer any discipline-specific questions. The following discipline-specific site visits are included:

- Provide technical assistance in the form of site visits by discipline-specific engineers (i.e., site/civil, process, mechanical, structural, architectural, I&C, electrical, HVAC, and/or plumbing) to observe specific critical portions of the in-progress construction work and make appropriate recommendations to JEA. Up to 1 discipline visit per month for 21 months of assorted discipline specific engineers over duration of project is assumed, exclusive of Specialty Inspections. Technical assistance also includes development/oversight of I/O Checkout procedure and logic/integrator functional testing

Task 11.8 – Operator Training, Startup and Testing Services

Hazen shall video record one 4-hour workshops to provide operational training for the new equipment and support systems (e.g., electrical, SCADA). Workshop shall include limited classroom training and hand-on field training. O&M Manual shall be used; no additional written training materials shall be prepared.

Hazen shall perform startup and testing services. Hazen shall assist JEA staff with new equipment and systems, with warranties and provide electronic archive of construction items (submittals, reports, communication).

Task 11 Deliverables:

- Shop Drawing Reviews (log to be maintained by CMAR)

- Responses to Contractor RFI's (log to be maintained by CMAR)
- Final Construction Punchlist
- Record Drawings and Closeout Documents, three (3) of 24x36 inch hard copies, electronic copies in both AutoCAD and PDF
- O&M Manual Complete
- Daily Reports
- Meeting Minutes
- Operator Training Workshop

Task 12 – Services During Construction of Phase 1 Odor Control Improvements - Allowance for Additional Inspection / RPR (417-76)

Hazen shall provide a part time Resident Project Representative (RPR) for construction observation during the construction phase of the Odor Control Improvements (Phase 1) to review and observe the Contractor's work. The RPR shall provide observation throughout the project to monitor compliance with the Contract Documents and assist JEA and the Contractor in successfully completing the project. One construction report will be generated weekly and emailed to JEA PM. Construction observation services are scoped during normal working hours, assumes 4-hour onsite per week. Compensation is based on an assumed 10-month project duration (final completion), excluding JEA holidays and weekends.

Task 12 Revised Deliverables:

- Construction reports (weekly), electronic pdfs

Task 13 – Bid Phase Services and Services During Construction Secondary MCC Replacement and Building Improvements (135-15)

Task 13.1 – Bid Period Services

Bid Period Services will include evaluation of Contractor Bids, addressing bid phase questions, and recommendation of award.

Task 13.2 – Shop Drawing Review and RFI Responses

Hazen staff will review all shop drawings submitted by the Contractor during construction as required in the Contract Documents. Shop Drawings include but are not limited to all major electrical equipment. Hazen staff will respond to all construction related RFI's for the project submitted by the Contractor.

Task 13.3 – Limited Construction Specialty Inspections

Hazen shall provide periodic specialty inspections (8 hours per month) of the ongoing construction throughout the project.

Task 13.4 – Final Construction Punchlist

Upon contractor's indication of substantial completion, Hazen shall provide a final walkthrough with JEA staff and assist in creation of a final punchlist for the Contractor.

Task 13.5 – Record Drawings and Closeout Documents

Hazen shall update all Contract Documents based upon Contractor-provided red line markups throughout construction. A final Record Drawing set of Drawings will be provided to JEA at the completion of the project.

Task 13.6 – Project Management and QAQC Review

Project management will include quality control review of deliverables by senior technical personnel, monitoring and control of project schedule, direct coordination with JEA staff and administrative tasks required to complete the project.

Task 13 Deliverables:

- Shop Drawing Reviews
- Responses to Contractor RFI's
- Periodic Inspections
- Final Construction Punchlist
- Record Drawings and Closeout Documents
- Equipment Attribute Worksheets

3.0 Schedule

The work described in Tasks 1 through 13 of this Scope of services shall be completed in 60 months after receiving the notice to proceed.

The duration of major work tasks is summarized below:

<u>Task</u>	<u>Proposed Completion Time</u>	<u>Proposed Completion Time from date of Purchase Order</u>
	(Months)	(Months)
Task 1 – Project Management	60	60
Phase 2A		
Task 2 – Conceptual and Detailed Design	21	21
Task 3 – Permitting	5	20
Task 4 – GMP Services	3	21
Task 5 –Services During Construction	25	46
Task 6 Develop Facility P&ID Drawings	TBD	TBD
Task 7 Limited Allowance	60	60
Phase 2B		
Task 8 – Conceptual and Detailed Design	19	31
Task 9 – Permitting	5	29
Task 10 – GMP Services	3	31
Task 11 –Services During Construction	21	58
Task 12 – 417-76 Services During Construction (Phase 1) - RPR	10	16
Task 13 – 135-15 Services During Construction (Phase 1) – <u>NOT RPR</u>	12	32
<i>Total</i>	60	60

4.0 Key Assumptions

In addition to the assumptions identified under each task, the following assumptions have also been made:

- 1) JEA will provide all available plant influent and operational data that is requested.
- 2) JEA will provide information and record drawings on the existing facilities at the site, as well as any other pertinent data requested by Hazen.
- 3) All drawings shall be prepared using Revit or AutoCAD software using Hazen’s drawing standards in effect at the time of the notice to proceed.
- 4) JEA will be responsible for any permit fees required.
- 5) The City of Jacksonville will not require a 10-Set Review for these improvements within the Arlington East WRF site.

- 6) It is expected that the CMAR will obtain the NPDES Notice of Intent application.
- 7) CMAR will provide cost estimates for each phase of the project. Hazen will provide cost estimates for 30%, 60%, 90% and 100%. Hazen anticipates submitting an estimate within two weeks of delivering the design deliverables.
- 8) JEA will review all documents and provide written comments within two (2) weeks of receipt by JEA unless otherwise noted.
- 9) JEA will obtain any necessary property easements, including temporary easements. Surveys for easements and rights-of-way are not included in this authorization.
- 10) JEA will coordinate any necessary road blocking and traffic redirection for crane access to construction site.
- 11) JEA will coordinate any necessary protection of power lines and provide any necessary temporary light pole design.
- 12) The Construction Period of the Phase 2A and Phase 2B improvements is anticipated to last approximately 18 and 21 months respectively from the Contractor's Notice-to-Proceed to Final Completion, and the fee is predicated upon such a schedule.
- 13) No hazardous materials or environmental mitigation activities are anticipated.
- 14) Dimensional information for the underground piping and valves will be based on available Record Drawings.
- 15) The improvements under this project will be bid as one project. Hazen does not anticipate any long lead item / pre-purchase equipment packages or early work packages.
- 16) Hazen's geotechnical subcontractor shall obtain information and prepare a report to be used in the design of the proposed structures.
- 17) Hazen's involvement in JEA's asset management plan will be limited to the facilities which are modified or constructed under this project.
- 18) PLC programming and necessary HMI screen modifications under this project will be completed by CMAR's System Integrator. Control strategies shall be written by Hazen.
- 19) Schedule will be in Microsoft Project. Schedule updates will not be provided or linked with Hazen invoices.
- 20) JEA will keep dewatering water within the plant therefore no permit application to FDEP for dewatering is assumed necessary (if applicable).
- 21) JEA's CMAR will be responsible for providing all opinions of construction cost at each design milestone. No review of CMAR's cost are anticipated by Hazen.
- 22) Hazen shall not bear any responsibility for the Contractor's construction means or methods, nor have any responsibility for job site safety.
- 23) JEA shall issue certificates of substantial and final completion.
- 24) Interim designs for stormwater not anticipated.
- 25) The RPR will have no authority regarding the following:
 - a) Authorizing any deviation from the Contract Documents or approval of any substitute materials or equipment.
 - b) Performing any of the responsibilities of Contractor or subcontractor(s).
 - c) Expediting work for the Contractor.
 - d) Giving advice or directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
 - e) Participating in start-up activities and performance testing performed by equipment and

materials suppliers.

- 26) A suitable field office will be provided by the Contractor as required by the Contract Documents for Hazen's onsite personnel. Monthly telephone and internet charges will be paid by the Contractor in the office provided for Hazen's onsite personnel.
- 27) Hazen will provide one (1) RPR for a period not to exceed 36 months. On-site staffing level will be tailored to the level of construction work activity in the sole judgement of Hazen. No overtime is included.
- 28) The Contractor will provide surveying to establish baseline control for the construction of the improvements.
- 29) Hazen does not anticipate I&C Upgrades beyond those defined herein.
- 30) The Contract Documents for the project are not anticipated to require a witnessed factory acceptance test of the PLC controls. This proposal does not include the labor, transportation, lodging, etc. costs associated with the witnessed factory test.
- 31) The local building codes will not require specialty inspections of the concrete, rebar, and steel.
- 32) Hazen's RPR will be available at odd hours for limited events (e.g., shutdowns, tie ins, big concrete pours). However, it is anticipated that the contractor will work during normal business hours.
- 33) JEA shall issue partial utilization certifications during Phase 2B.
- 34) It is assumed that the FDEP Generic Permit for Groundwater Discharge will be included in the Contractor's Construction Generic Permit if there are no known contaminated sites within 500 feet of the work. Hazen shall review the FDEP contamination locator map to identify if there is any known contamination within 500 feet of the site. If so, Hazen shall inform JEA of the need to obtain an Industrial Pretreatment Program (IPP) discharge permit.

5.0 Method of Compensation

Lump sum tasks include 1, 3, 6, 9, 12, 13 and expenses for a total in the amount of **\$1,769,688**. Hourly rate, estimated not to exceed tasks include 2, 4, 5, 7, 8, 10 and 11 for a total in the amount of **\$5,367,480**. The total amount for the JEA Arlington East WRF Upgrades Phase 2 is **\$7,137,148**. See **Attachment 1** for breakdown of project fee and approved hourly rate by classification. Hourly rate task-level costs are estimates; Hazen reserves the right to transfer funds between hourly rate tasks and staff at different classifications with prior approval from JEA's project manager. The total fee shall not exceed the Project total amount without approval by the JEA. If additional work is required that exceeds the total amount, an amendment will be provided and subject to approval by JEA prior to proceeding with the requested work. Progress payments shall be submitted monthly and hourly rate tasks shall identify personnel, hours worked, hourly rate, and personnel classification. Rates will be annually adjusted based on the Consumer Price Index for All Urban Consumers (CPI-U).

ATTACHMENT 1

Engineering Fee Breakdown



Formal Bid and Award System

Award # 8

February 26, 2021

Type of Award Request: INVITATION FOR BID (IFB)
Request #: 28
Requestor Name: Smith, Thaliah D.
Requestor Phone: (904) 665-6325
Project Title: Portable Diesel Pump Rental for Hurricane Season
Project Number: HW30100
Project Location: JEA
Funds: O&M
Budget Estimate: \$612,000.00

Scope of Work:

JEA is seeking a partnership with a leading diesel pump rental Company that can provide forty (40) dedicated portable diesel pump assets for exclusive use by JEA during the six (6) month storm season, from June 1st through November 30th, throughout the term of the contract.

JEA IFB/RFP/State/City/GSA#: 008-21
Purchasing Agent: Kruck, Daniel R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SUNBELT RENTALS, INC.	Kimberly Quirk	contractteam@sunbeltrentals.com	2341 Deerfield Drive Fort Mill, SC 29715	(800) 508-4762	\$563,640.00

Amount for entire term of Contract/PO: \$563,640.00
Award Amount for remainder of this FY: \$187,880.00
Length of Contract/PO Term: Two (2) Years w/ Two (2) – One (1) Yr. Renewals
Begin Date: 04/01/2021
End Date: 03/31/2023
Renewal Options: YES - Two (2) – One (1) Yr. Renewals
JSEB Requirement: N/A - Optional

BIDDERS:

Name	Bid Total
SUNBELT RENTALS, INC.	\$563,640.00
UNITED RENTALS (NORTH AMERICA), INC.	\$672,960.00
MERSINO DEWATERING, INC.	\$947,040.00
SYNERGY RENTS LLC; dba: SYNERGY EQUIPMENT	\$1,085,760.00
XYLEM DEWATERING SOLUTIONS, INC.	\$1,385,664.00

Background/Recommendations:

Advertised on 01/07/2021. Five (5) companies attended the optional pre-bid meeting held on 01/15/2021. At bid opening on 02/08/2021, JEA received five (5) bids. Sunbelt Rentals, Inc. is deemed the lowest responsive and responsible bidder. A copy of the Bid Form and Workbook are attached as backup.

The award estimate was based on current contract pricing. The award amount is 7.9% below the current pricing and deemed reasonable.

008-21 – Request approval to award a contract to Sunbelt Rentals, Inc. for portable pump rental in the amount of \$563,640.00, subject to the availability of lawfully appropriated funds.

- Manager:** Domingo, Oliver C. - W/WW Program Manager
- Director:** Conner, Sean - Dir W/WW Project Engineering & Construction
- Chief/VP:** Vu, Hai X. – Interim GM Water/Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**

APPENDIX B - BID FORM
008-21 Portable Diesel Pump Rental for Hurricane Season

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

Company Name: Sunbelt Rentals, Inc.

Company's Address 2341 Deerfield Drive Fort Mill, SC 29715

State of Florida License Number N/A

Phone Number: 800-508-4762 FAX No: 803-578-6850 Email Address: contractteam@sunbeltrentals.com

BID SECURITY REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond (Five Percent (5%) of Total Bid Price)	TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Other, Specify - Project Completion <input checked="" type="checkbox"/> Term Requirements – 2 Years (6 month per year), w/ 2 optional renewals
--	---

SAMPLE REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required 100% of Bid Award
---	--


QUANTITIES <input checked="" type="checkbox"/> Quantities indicated are exacting <input type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	INSURANCE REQUIREMENTS Insurance required
--	--

PAYMENT DISCOUNTS <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> Other _____ <input type="checkbox"/> 2% 10, net 30 <input checked="" type="checkbox"/> None Offered
--

Enter Your Bid for IFB# 008-21 Portable Diesel Pump Rental for Hurricane Season	
TOTAL BID PRICE (cell H4 from Bid Workbook)	\$ 563,640.00

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

BIDDER'S 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		<u>02/08/2021</u>
	Handwritten Signature of Authorized Officer of Company or Agent	Date
<u> 0 </u> through <u> 1 </u>	<u>Kimberly Quirk, Customer Contracts Manager</u>	
	Printed Name and Title	

008-21 Appendix B - Response Workbook

Item	Description	Quantity (Units)	Unit Timeline	Price (Per Pump/Month)	Annual Timeline (Months)	Contract Term (Years)	Total Price
1	Portable Diesel Pump	40	Month	\$ 1,174.25	6	2	\$ 563,640.00
						Bid Total	\$ 563,640.00



Formal Bid and Award System

Award #9 February 26, 2021

Type of Award Request: JOINT PROJECT
Requestor Name: Ralph, Mark
Requestor Phone: (904) 665-6454
Project Title: FDOT Edgewood Ave. South Resurfacing from US 17 to Cassat Ave.
Project Number: 8006822
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 utility replacement roadway repair costs associated with the FDOT Edgewood Ave. South Resurfacing from US17 to Cassat Ave. project.

JEA’s water mains are within the FDOT’s project footprint/right-of-way. This project will replace portions of these pipes within the project limits of the FDOT Edgewood Ave. South Resurfacing from US17 to Cassat Ave. The design consultant has completed the water main design associated with the roadway project per JEA water and wastewater standards and specifications. The following items are included in the construction bid document:

Water

- Install 1800 LF of 6-inch PVC water main
- Install 200 LF of 2-inch PVC water main
- Install 17 each 6-inch stub-out water main connections
- Install 8 each 2-inch stub-out water main connections
- Install 4 each fire hydrants
- Remove 1800 LF of 6-inch asbestos cement water main
- Remove 200 LF of 2-inch galvanized water main
- Valve box and meter box 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	\$154,563.32

Amount for entire term of Contract/PO: \$154,563.32
Award Amount for remainder of this FY: \$154,563.32
Length of Contract/PO Term: Project Completion
Begin Date: 06/25/2021
End Date: Project Completion (Expected: March 2022)
JSEB Requirement: N/A - FDOT

Background/Recommendations:

Originally approved by the Awards Committee on 10/08/2020 in the amount of \$716,650.00. A copy of the original award is attached as backup.

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.

Prior to bidding this project out, the FDOT realized the original payment request for this project excluded certain costs related to the water main replacement excavation work. The excluded costs were broken out as separate cost items from the Table A - Schedule of Values for JEA water utilities cost items included in FDOT FPID 443517-1-52-01 Work Order Number 3, that was previously approved by the Awards Committee. The FDOT did not realize that these had been left out of the work order, and is now requesting prepayment of the estimated cost per the terms of the JEA/FDOT Master Agreement. JEA W/WW estimating has reviewed these additional costs and deemed them reasonable.

FDOT is requesting the deposit of the required funds no later than 03/01/2021.

Request approval to award payment to Florida Department of Transportation for the Edgewood Ave. South Resurfacing from US 17 to Cassat Ave. project in the amount of \$154,563.32, 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/VP:** Vu, Hai X. - Interim GM Water/Wastewater Systems

APPROVALS:

Chairman, Awards Committee	Date
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Budget Representative	Date
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Formal Bid and Award System

Award #7 October 8, 2020

Type of Award Request: JOINT PROJECT
Requestor Name: Ralph, Mark
Requestor Phone: (904) 665-6454
Project Title: FDOT Edgewood Ave. South Resurfacing from US 17 to Cassat Ave.
Project Number: Capital Index # 182-118W
Project Location: JEA
Funds: Capital
Budget Estimate: \$750,000.00

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 for utility construction costs associated with the FDOT Edgewood Ave. South Resurfacing from US 17 to Cassat Ave project. The project includes roadway surface replacement and improvements. The FDOT Contractor will construct approximately 1800 linear feet (LF) of new 6-inch PVC water main, 200 LF of new 2-inch PVC water main, 17 each 6-inch stub-out water main connections, 8 each 2-inch stub-out water main connections, remove 1800 LF of existing 6-inch asbestos-cement (AC) water main, remove 200 LF of existing 2-inch galvanized (GVS) water main, and install 4 fire hydrants, complete with associated fittings and valves.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Kruck, Daniel R.
Is this a Ratification?: YES - \$716,650.00

FDOT required payment by 10/07/2020 in order for JEA's work to be included in the FDOT project.

RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
FLORIDA DEPT OF TRANSPORTATION	FDOT, c/o Wells Fargo Bank, N.A., 1 Independent Drive, Jacksonville FL 32202	(813) 225-4338	\$716,650.00

Amount for entire term of Contract/PO: \$716,650.00
Award Amount for remainder of this FY: \$716,650.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 06/25/2021
End Date (mm/dd/yyyy): Project Completion (Expected:03/30/2022)
JSEB Requirement: N/A - FDOT
BIDDER:

Name	Amount
FLORIDA DEPT OF TRANSPORTATION	\$716,650.00

Background/Recommendations:

JEA’s water mains are within the FDOT’s project footprint/right-of-way. This project will replace portions of these pipes within the project limits of the FDOT Edgewood Ave. South Resurfacing from US 17 to Cassat Ave. The design consultant has completed the water main design associated with the roadway project per JEA water and wastewater standards and specifications. The following items are included in the construction bid document:

Water


- Install 1800 LF of 6-inch PVC water main
- Install 200 LF of 2-inch PVC water main
- Install 17 each 6-inch stub-out water main connections
- Install 8 each 2-inch stub-out water main connections
- Install 4 each fire hydrants
- Remove 1800 LF of 6-inch AC water main
- Remove 200 LF of 2-inch GVS water main
- Valve box and meter box adjustments

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.

Request approval for ratification of payment to Florida Department of Transportation for the FDOT Edgewood Ave. South Resurfacing from US 17 to Cassat Ave project in the amount of \$716,650.00, as per attached FDOT FPID 443517-1-56-01 Work Order Number 2, 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: Hai Vu – Interim GM Water Wastewater Systems

APPROVALS:

 _____ 10/08/2020

Chairman, Awards Committee **Date**

 _____ 10/8/2020

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 1/19/2021 | 12:19 PM EST

Mickhael Sulayman
JEA
21 West Church Street
Jacksonville, FL 32202

RE: Utility Work by Highway Contractor Agreement
FPID #443517-1-52-01
Federal No. – D220-106-B
County – Duval
State Road – N/A
Project Location – EDGEWOOD AVE SOUTH FROM SR5(US17) ROOSEVELT TO SR111(CASSAT AVE)

Dear Mr. Sulayman:

This is your approved **Utility Work Order No.3 /Notice to Proceed** in the amount of **\$154,563.32** for JEA (Water & Sewer) to support the Roadway improvements due to the water utility construction in accordance with the terms of your Utility Work by Highway Contractor Agreement (Lump Sum).

NOTE: The Department of Transportation is requesting the deposit of the above required funds by 03/01/2021.

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

Sincerely,

DocuSigned by:
John P. McCarthy

7ED472745432473...

John P. McCarthy
District Utility Administrator

Enclosures

cc: Clint McCraw – Project Management – Email
Charmaine Small – OOC General Accounting Office – Email
D2 Estimates – Vince Camps – Email
File – Letter & Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK ORDER CHANGE NO. 3

Financial Project ID: 443517-1-52-02	Federal Project ID: D220-106-B
County: Duval	State Road No.: N/A
District Document No: 1	
Utility Agency/Owner (UAO): JEA Water and Sewer	

A.

<p>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:</p> <p>2. The items of work covered by this Work Order Change are referenced to an Agreement of record dated _____, and no Supplemental Agreement is required.</p>
--

B.

<p>1. The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:</p> <p>a. <input type="checkbox"/> ATTACHED.</p> <p>b. <input checked="" type="checkbox"/> INCLUDED IN THE HIGHWAY CONTRACT PLANS.</p> <p>2. The cost of this Utility Work is:</p> <p>a. <input checked="" type="checkbox"/> NONREIMBURSABLE</p> <p>b. <input type="checkbox"/> REIMBURSABLE</p> <p>(1) <input type="checkbox"/> Force Account Method</p> <p>(2) <input type="checkbox"/> Lump Sum Method</p> <p>(3) <input type="checkbox"/> Third Party Contract Method</p>

C.

ESTIMATED COST OF WORK DUE TO THIS CHANGE:							
ITEM NO.	ITEM	UNIT	UNIT PRICE	WORK ELIMINATED (-)		ADDITIONAL WORK (+)	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
443517-1-32-01	WO 1						\$157,064.47
443517-1-56-01	WO 2						\$716,650.00
44517-1-52-02	WO 3						\$154,563.32
Sub-Totals.....							\$1,028,277.79
Net Cost of Construction Changes, this order.....					\$0.00		154,563.32
Cost of Construction Changes, previously ordered.....							\$873,714.47
Net Total Cost Construction Changes to Date.....							\$1,028,277.79
Contract Amount.....							\$1,028,277.79
Estimated Cost of Work Authorized to Date.....							\$1,028,277.79

Recommended: 1/19/2021 | 12:15 PM EST | Approved: 1/19/2021 | 12:19 PM EST

DocuSigned by: W. Todd Hunt Date _____
 District Utility Coordinator
W. Todd Hunt
 Typed Name

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

 Division Administrator
 Federal Highway Administration
 Typed Name

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 and Sewer
 Participants Address: 21 West Church St, T4
 City, State, Zip: Jacksonville, Florida 32202
 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: F592983007 004
 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 St
Jacksonville, Florida 32202

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

4. Agreement Date: 12/7/2000 5. Date Form Modified: 1/19/2021

6. Agreement Amount: 1,028,277.79 7. Escrow Deposit Due Date: 03/01/2021
 Amount Due: \$ 154,563.32 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: Roadway work for JEA Water services

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
44351713201	157,064.47	LF	1	N/A	100
44351715601	716,650.00	LF	1	N/A	100
44351715202	154,563.32	LF	1	N/A	100

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

20. Comments: Roadway Construction cost per estimate

**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/>).

Exhibit “A”

Scope of Work

FPID: 443517-1-52-01: The costs within this Agreement reflects JEA W-S utility work for roadway improvements during construction by the FDOT Contractor through a Utility Work by Highway Contractor Agreement on Edgewood Avenue South from SR 15 (US 17) Roosevelt to SR 111 (Cassat Ave).

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

710-010-08
 UTILITIES
 OGC-04/17

Financial Project ID: 443517-1-52-01	Federal Project ID: D220-106-B
County: Duval	State Road No.: N/A
District Document No: 1	
Utility Agency/Owner (UAO): JEA Water and Sewer	

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

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

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

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

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

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

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

710-010-08
UTILITIES
OGC-04/17

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

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

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

Financial Project ID 443517-1-56-01

Table A - Schedule of Values

Prime Contractor Name:

Date:		11/6/2020		Revision #:		3	
Item	JEA Spec. No.	Description	Quantity	Units	Unit Price	Total Price	
POTABLE WATER							
1	801.III.2.3	ABANDONMENT OF PIPING BY GROUT FILLING (6")	230	LF	\$ 50.00	\$ 11,500.00	
2	801.XIII.1	FURNISHING AND INSTALLING PIPELINE (6" DR 18 PVC)	1372	LF	\$ 125.00	\$ 171,500.00	
3	801.XIII.2	FURNISHING AND INSTALLING FITTINGS (2" DIMJ Restrained Cap)	8	EA	\$ 260.00	\$ 2,080.00	
4	801.XIII.2	FURNISHING AND INSTALLING FITTINGS (6" 45° DIMJ Restrained Bends)	46	EA	\$ 650.00	\$ 29,900.00	
5	801.XIII.2	FURNISHING AND INSTALLING FITTINGS (6" 90° DIMJ Restrained Bends)	12	EA	\$ 600.00	\$ 7,200.00	
6	801.XIII.2	FURNISHING AND INSTALLING FITTINGS (6" DIMJ Restrained Tee)	1	EA	\$ 1,200.00	\$ 1,200.00	
7	801.XIII.2	FURNISHING AND INSTALLING FITTINGS (6"X4" DIMJ Restrained Tee)	5	EA	\$ 650.00	\$ 3,250.00	
8	801.XIII.2	FURNISHING AND INSTALLING FITTINGS (6" DIMJ Restrained Cap)	19	EA	\$ 500.00	\$ 9,500.00	
9	801.XIII.2	FURNISHING AND INSTALLING FITTINGS (6"X12" DIMJ Wet Tap)	17	EA	\$ 4,500.00	\$ 76,500.00	
10	801.XIII.6	FURNISHING AND INSTALLING SPLIT BELL RESTRAINTS (6")	68	EA	\$ 100.00	\$ 6,800.00	
11	801.XIII.7	FURNISHING AND INSTALLING THRUST COLLARS	3	EA	\$ 1,600.00	\$ 4,800.00	
12	801.XIII.8	FURNISHING AND INSTALLING NEW 2" HDPE WATER SERVICE / MAIN CONNECTION	5	EA	\$ 3,500.00	\$ 17,500.00	
13	801.XIII.9	REPLACEMENT/RELOCATION RESIDENTIAL WATER SERVICES (1" Long Service)	66	EA	\$ 1,500.00	\$ 99,000.00	
14	801.XIII.9	REPLACEMENT/RELOCATION RESIDENTIAL WATER SERVICES (1" Short Service)	52	EA	\$ 800.00	\$ 41,600.00	
15	801.XIII.11	COMPLIANCE SAMPLE TAPS (6")	10	EA	\$ 850.00	\$ 8,500.00	
16	801.XIII.12	TEMPORARY SAMPLE TAPS (6")	17	EA	\$ 850.00	\$ 14,450.00	
17	801.XIV.1	FURNISHING AND INSTALLING FIRE HYDRANTS	4	EA	\$ 7,500.00	\$ 30,000.00	
18	801.XIV	REMOVING FIRE HYDRANTS AND DELIVERING TO JEA	2	EA	\$ 1,000.00	\$ 2,000.00	
19	801.XIV.3	FURNISHING AND INSTALLING VALVES (4" DIMJ Gate Valve and Box)	5	EA	\$ 1,100.00	\$ 5,500.00	
20	801.XIV.3	FURNISHING AND INSTALLING VALVES (6" DIMJ Gate Valve and Box)	18	EA	\$ 1,600.00	\$ 28,800.00	
21	801.XIV.5	FURNISHING AND INSTALLING WATER METER BOXES	30	EA	\$ 350.00	\$ 10,500.00	
Total Lump Sum Water Utility Work						\$ 582,080.00	
Roadway Items (from Tab RDWY-OTHER)						\$140,034.40	
TTCP (from Tab TTCP)						\$14,528.92	
						\$154,563.32	
FDOT Handling of the JEA portion of the project (10%)						\$ 73,664.33	
FDOT CEI Services (5%)						\$ 36,832.17	
Total WM Construction Costs:						\$ 847,139.82	

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.

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

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

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	_____ _____ _____
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If to the FDOT:

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

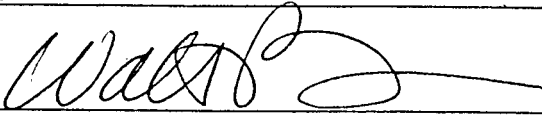
10. Certification

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

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

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

UTILITY: JEA

BY: (Signature) 

DATE: 11/14/07

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

(Typed Title: _____)

Recommend Approval by the State Utility Engineer

BY: (Signature) 

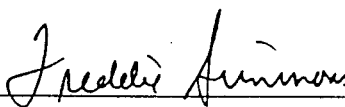
DATE: 12/7/2000

FDOT Legal review

BY: (Signature) 
District Counsel

DATE: 11-30-00

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) 

DATE: 12/5/00

(Typed Name: Freddie Simmons)

(Typed Title: State Highway Engineer)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

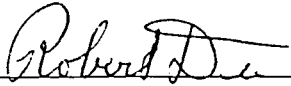
BY: _____

DATE: _____

(Typed Name: _____)

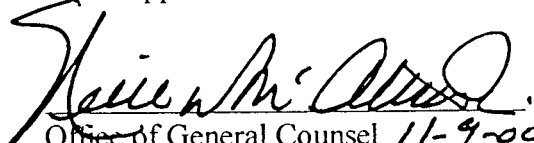
(Typed Title: _____)

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



Robert Dix
Controller
JEA

Form Approved:


Office of General Counsel 11-9-00

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

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

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

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

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

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

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

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

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

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

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

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

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

“d. Alternative Design Procedure

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

thereof:

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

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

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

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

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

ATTEST:

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

DEPARTMENT:

By: Brian Blanchard 04-14-11
Printed Name: Brian Blanchard
Title: Chief Engineer
Date: 4/14/11

Legal Review:

By: Roger Wood
Office of the General Counsel

ATTEST:

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

UAO:

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

Legal Review:

By: _____
Counsel for UAO

Reviewed by
Purchasing Contracts
Specialist

HCB