

# Welcome to the

## **JEA** Awards Meeting

**November 09, 2023, 10:00 AM EST**

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

At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on [JEA.com](http://JEA.com), public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

Please contact **Aileen Cruz** by telephone at **(904) 776-1911** or by email at **[cruza@jea.com](mailto:cruza@jea.com)** if you experience any technical difficulties during the meeting.

**JEA Awards Agenda**

**November 9, 2023**

**225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor**

[Teams Meeting Info](#)

**Consent Agenda**

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. **All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief.** The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 11/02/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Renewal	Single Source- Customer MyWay Pre-Paid Account Management Software Support	Hunt	Exceleron Software, LLC	O&M	\$839,197.12	\$2,506,441.00	\$3,409,842.74	12/14/2022 - \$38,000 06/07/2023 - \$26,204.62	Three (3) Years w/ Two (2)-One (1) Yr. Renewals  One (1) Yr. Renewal Used One (1) Yr. Renewal Remaining  Start Date: 01/04/2020 End Date: 01/03/2025	N
	For additional information contact: Angel Iosua This request in the amount of \$839,197.12 is for a one (1) year renewal with Exceleron Software, LLC for Customer Pre-Paid Account Management Software Support Services for JEA Customer MyWay Pre-Paid Accounts from 01/04/2024 to 01/03/2025. JEA offers customers prepaid services as an alternative to traditional payment methods, and to accommodate JEA customer growth. Exceleron's pricing is based on the number of customers enrolled in the MyWay program (tiered cost structure starting at \$0.20/customer/day for the first 3,000 and ending with \$0.04/customer/day for customer over 5,000) and communication costs for delivering outbound IVR (\$0.05/message) and text (\$0.04/message) alerts on JEA's behalf. Exceleron's prepaid account management program and support services provides a mechanism for customers to obtain utility service while paying down debt owed to the utility as well as serves customers that are unable to pay utility deposits. Exceleron's pricing has also allowed JEA to reduce the contract cost per customer by 8% over the last 12 months as enrollment decreased by 4.5%. Pricing and terms from the original award will be maintained throughout the one (1) year renewal.										
3	Change Order	007-21 Engineering Services for Monterey WWTF Improvements	Melendez	Constantine Engineering, LLC	Capital	\$574,487.00	\$1,011,507.29	\$1,816,504.03	11/03/2022 - \$230,446.74	Start Date: 06/04/2021 End Date: 09/11/2026 (Projected)	N
	Last Awarded: 05/13/2021 For additional information contact: Lynn Rix The purpose of this contract increase is for engineering services during the construction phase of improvements to the Monterey Water/Wastewater Treatment Facility (WWTF) to include: renovation of the existing influent pump station, construction of a new influent pumping and screening system, replacement of sequencing batch reactor (SBR) process equipment, conversion of SBR No. 4 to two sludge holding tanks, modification and expansion of the aeration system, construction of a plant water system, replacement of centrifuge No. 1, construction of a new generator and fuel system, construction of a new electrical building, and associated civil/site improvements. This also includes additional engineering services to provide landscape architecture, irrigation and other civil services to respond to City of Jacksonville (COJ) 10-set review comments. The hourly rates for this change order are at or below the originally contracted rates.										
4	Change Order	079-19 Construction Management-at-Risk (CMAR) Services for the Greenland WRF	Melendez	The Haskell Company	Capital	\$1,172,748.93	\$517,809.00	\$122,101,114.94	10/12/2020 - \$51,780.01 12/17/2020 - \$9,479,822.00 12/16/2021 - \$108,505,039.00 12/15/2022 - \$2,373,916.00	Start Date: 10/19/2019 End Date: 02/01/2025 (Projected)	N
	Last Awarded: 12/15/2022 For additional information contact: Dan Kruck The scope of work for this contract includes the construction of a new 4 MGD water reclamation facility (WRF). This increase will fund numerous change orders including additional generator pad bank cabinets, JEA requested security upgrades and an additional polymer tank. A full list of the change orders is attached for reference. JEA estimating reviewed the costs and deemed them reasonable when compared to past projects and current market prices.										
5	Joint Project	JEA & JTA Interagency Agreement for San Pablo and Alta Dr.	Melendez	JTA	Capital	\$1,500,000.00	N/A	\$1,500,000.00	N/A	Start Date: 11/15/2023 End Date: 12/31/2024  Renewal Options: One (1) Two (2) Year Periods	N
	For additional information contact: Dan Kruck This award request is for JEA to enter in to an Interagency Agreement with the Jacksonville Transportation Authority (JTA) for JEA's utility relocation/improvement projects associated with the JTA Mobility Works Program on San Pablo and Alta Drive. The JTA Mobility Works Program consists of the remaining road improvement projects that were not completed as part of the Better Jacksonville Plan along with new JTA corridor improvements projects. JEA and JTA have been partnering since 2004 by entering in to these Interagency Agreements to provide a joint project effort to complete all transportation and utility improvements. This partnership has proven successful in completing project delivery as well as minimizing community impacts. The award amount is the JEA estimate for JEA's portion of the work.										
6	Contract Increase	062-19 Water/Wastewater Capital Program Management	Melendez	Jacobs Engineering Group, Inc.	Capital, O&M	\$13,609,620.00	\$10,354,970.00	\$60,398,778.00	03/05/2020 - \$11,762,643.00 03/25/2021 - \$7,048,749.00 04/14/2021 - (\$5,354,716.00) 09/09/2021 - \$3,145,619.00 02/17/2022 - \$6,724,253.00 10/13/2022 - \$9,238,061.00 10/27/2022 - \$1,754,627.00 03/01/2023 - \$354,767.00 07/20/2023 - \$1,760,185.00	Five (5) Years w/Two (2) - 1 Yr. Renewals Start: 07/01/2019 End: 06/30/2024  Two (2) - 1 Yr. Renewals Remaining	N
	Last Awarded: 07/20/2023 For additional information contact: Dan Kruck The scope of work for this contract includes program management, design, and construction activities for JEA's W/WW Capital Improvement Plan (CIP). These activities include overall coordination, engineering, construction and oversight of engineering and construction tasks. This contract increase is to add funding for the following subprograms: • FY24 Well Rehabilitation Services for the Wellfield Rehabilitation Subprogram – includes program management, design, and all construction materials and labor for 8 wells identified by the program in FY24 (\$3,677,694) • Hogans Creek DES - Gator Bowl Blvd.- APR to Four Seasons chilled water main – includes design, material purchase, sub-consulting work, CEI, and construction based on the current design estimate for dual 20" chilled water mains to the Four Seasons hotel site. (\$5,839,000) • Laura St DES expansion. – includes design, material purchase, sub-consulting work, CEI, and construction based on the current design estimate for dual 30" chilled water mains to serve Bank of America and other businesses in the Laura/Hogan St. corridor. (\$4,092,926) The rates used for the development of task orders under this contract have increase 2% per year as negotiated when the contract was signed.										

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7	Change Order	1411398646 - NGS Flume Intake / Discharge Repairs	Melendez	Premier Corrosion Protection Servies, Inc. Underwater Mechanics Services, LLC	Capital	\$0.00 \$386,712.74	\$850,630.00 \$1,336,636.96	\$850,630.00 \$1,662,593.48	N/A	Project Completion Start: 10/15/2023 End: 11/23/23	N
	<p>Originally Awarded 10/05/2023 For Additional Information Contact: Rodney Lovgren</p> <p>The scope of work for this award includes the Northside Generating Station, Flume Intake / Discharge structure for Units 1, 2 and 3 concrete repair work. Underwater Mechanics was originally awarded the Unit 3 repairs and Premier Corrosion was awarded the beam repair work. Unit 1 and 2 repair scopes were originally planned for the October 2024 (FY25) outage season. During this current outage season, Unit 2's outage has been extended, which has presented JEA the opportunity to bring Unit 2, FY25 work into this current outage. This change order int the amount of \$386,712.74 is for Underwater Mechanics to complete the Unit 2, with an adjusted scope starting in mid - November. Unit 1 will remain an open option which may be executed on one of the existing contracts, or may be bid out independently.</p>										

**Consent Agenda Action**

<b>Committee Members in Attendance</b>	<b>Names</b>	
Motion by:		
Second By:		
Committee Decision		

**Consent and Regular Agenda Signatures**

<b>Budget</b>	<b>Name/Title</b>	_____
<b>Awards Chairman</b>	<b>Name/Title</b>	_____
<b>Procurement</b>	<b>Name/Title</b>	_____
<b>Legal</b>	<b>Name/Title</b>	_____

**JEA Awards Agenda**  
**November 2, 2023**  
**225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor**

[Teams Meeting Info](#)

**Consent Agenda**

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1	Minutes	Minutes from 10/26/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Single Source	Single Source - NGS N00 Limestone Piping Replacement Project	Melendez	UCC Environmental	Capital	\$1,978,600.00	N/A	\$1,978,600.00	N/A	Project Completion (Estimated September 2024)	N
<p>Single Source  For additional information: Jason Behr</p> <p>UCC Environmental is the OEM for the Limestone Piping Systems for NGS Units 1 and 2 and have provided materials and consultation throughout the life of the existing system. As the OEM, installer, and consultant of the existing Limestone System, UCC adds tremendous value as they possess intimate knowledge of the system installation and production challenges.</p> <p>The scope of work includes providing all piping materials necessary for an in-kind replacement of all the existing Limestone Injection Piping from the crusher building to the day-bins and from the day-bins to the injection ports, for both units 1 &amp; 2, at JEA Northside Generating Station.</p> <ul style="list-style-type: none"> <li>The Limestone Piping System will be a replacement in-kind with minor upgrades.</li> <li>Installation of the new piping system will be competitively bid.</li> <li>Material procurement will be single sourced to UCC Environmental. UCC is the OEM and installer of the existing system.</li> <li>As the OEM, UCC provides value to decrease costs associated with engineering and design for the new system. They maintain a full set of drawings and specifications of the existing system.</li> <li>UCC has been actively engaged with NGS Maintenance throughout the years assisting with materials, installation, engineering, and consultation.</li> </ul>											
3	Contract Increase/Extension	062-18 Substation Transformers	Melendez	SPX Waukesha (Now - GE Protec Waukesha, Inc.)	Capital	\$1,542,535.05	\$4,026,676.00	\$12,597,150.07	5/10/23 - \$402,667.60 11/8/23 - \$5,625,272.00 10/10/23 - \$1,000,000.00	Five (5) Years w/ One (1) - 1 Yr. Renewals Start: 10/18/2017 End: 10/17/2024	N
<p>Last Awarded: 11/08/2022  Original Award Type: Competitive RFP  For more information contact: Jason Behr</p> <p>The scope of work for this contract is the supply of substation transformers. The original term on this contract has expired, the remaining open purchase orders that were placed in 2022 for SJRPP T-1 and KGS TP7SU transformers that will deliver in 2024 and survives the contract. This award is to increase the contract to add funding for these final purchase orders, and extend for a year to then close out the contract. As an additional note, the original award was under SPX Waukesha, which has been sold and is now Protec GE Waukesha Inc.</p> <p>New Transformer orders and contracts are in progress under the new solicitations processed in 2023.</p>											
4	Renewal	Piggyback - Telephony, Network, Internet & Telecommunications Services	Datz	AT&T	O&M	\$1,409,069.83	N/A	\$1,409,069.83	N/A	One (1) Year w/ One - 1 Yr. Renewal Start: (12/01/2023) End: (11/30/2024)	N/A
<p>For additional information contact: Nickolas Dambrose</p> <p>This request is for a one (1) year renewal in the amount of \$1,409,069.83 to maintain JEA's telephony, network, internet, and DDoS services through 11/31/2024. This request solicits less funding to continue JEA's telephony, network, internet, and DDoS services than the previous twelve (12) months with AT&amp;T. The main reason for the decreased funding is because over the last twelve (12) months, JEA has phased out end of life T1 Mega-link technology that was expensive to maintain. One of the circuits was migrated to JEA Fiber. A second circuit was moved temporarily to Comcast as the facility may not be a permanent location. The 3rd circuit is installed; however, it will take special coordination between JEA and Semnole teams to complete the conversion. By the completion of this award, JEA expects to right size services for the internet upon completion of the new internet firewalls and we will turn down the primary rate interface (PRI circuits) as they will no longer be needed post the upgrade of the call center infrastructure.</p> <p>As before, JEA purchases these services from AT&amp;T, who owns the telecommunications network that delivers all the phone lines that currently provide voice calling services. JEA is piggybacking off of the State of Florida contract DMS-17/18-004B and City of Jacksonville (COJ) contract for the eligible services and found all rates to be comparable or better. However, JEA intends to competitively bid these services with eligible Tier 1 telecom providers during this renewal term with an emphasis on network reliability, business continuity, and priority restoration in the event of storm restoration.</p> <p>The existing services amount includes items that are under contract and items that are not under contract. Pricing for the contracted existing services shall remain constant. The existing services also includes a forecasted price increase of 6% on non-contracted items. This award request also includes new services for JEA not contained in the prior award. These new services include: SIP Trunks replacing our Primary Rate Interface (PRIs) that support JEA's Call Center / IVR. Cloud Direct Connect Circuits for OCI (Oracle), Amazon AWS and Microsoft Azure.</p> <p>This request will be fully funded from cost center 30904.</p>											
5	Contract Increase	062-19 Water/Wastewater Capital Program Management	Melendez	Jacobs Engineering Group, Inc.	Capital, O&M	\$13,609,620.00	\$10,354,970.00	\$60,398,778.00	03/05/2020 - \$11,762,643.00 03/25/2021 - \$7,048,749.00 04/14/2021 - (\$5,354,716.00) 09/09/2021 - \$3,145,619.00 02/17/2022 - \$6,724,253.00 10/13/2022 - \$9,238,061.00 10/27/2022 - \$1,754,627.00 03/01/2023 - \$354,767.00 07/20/2023 - \$1,760,185.00	Five (5) Years w/Two (2) - 1 Yr. Renewals Start: 07/01/2019 End: 06/30/2024  Two (2) - 1 Yr. Renewals Remaining	N/A Each task order under this contract will be reviewed and given a JSEB requirement prior to it being issued to the contractor.
<p>Last Awarded: 07/20/2023  For additional information contact: Dan Kruck</p> <p>The scope of work for this contract includes program management activities for JEA's W/WW Capital Improvement Plan (CIP). These activities include overall coordination, engineering, construction and oversight of engineering and construction tasks. This contract increase is to add funding for the following projects: FY24 Well Rehabilitation Services, the Wellfield Rehabilitation Subprogram, Hogans Creek DES - Gator Bowl Blvd. - APR to Four Seasons chilled water main, and for the Laura St DES expansion. The rates used for the development of task orders under this contract have increase 2% per year as negotiated when the contract was signed.</p>											

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% - awarded)
6	Single Source	Single Source - FY24 Altec Stock Unit Purchase from Global Rental Company	McElroy	Global Rental Company, Inc.	Capital	\$4,690,485.00	NA	\$4,690,485.00	NA	One-time purchase, Expected delivery 09/30/2024	N
<p>Single Source For additional information contact: Eddie Bayouth</p> <p>This Single Source is for the purchase of twenty-four (24) stock and custom stock vehicles from Global Rental Company, Inc. Vehicles being purchased are seven (7) 1-ton extended cab 40' bucket trucks, ten (10) 1-ton regular cab 40' bucket trucks, two (2) 5-ton 67' bucket trucks and five (5) 1-ton utility body trucks. Sixteen (16) of the vehicles are for Electric replacement, three (3) of the vehicles are for Electric expansion and the remaining five (5) vehicles are for Water replacement.</p> <p>By ordering stock Altec vehicles from Global Rental Company, Inc., JEA will receive these vehicles in 10-11 months and avoid the 67-70 month lead time for custom Altec bucket trucks. Global has contracted a local company to do some of our upfits on the 40' bucket trucks, to make them a more turnkey, custom build. The 67' bucket trucks will require an additional \$50K upfits once they are received to meet the JEA Fleet specifications.</p> <p>These quotes also include a quote for five (5) utility body trucks. This is a basic build of a Ford F550. JEA has an immediate need for the Ford F550 Trucks to replace aging vehicles in the Water fleet. Global had these five (5) trucks available from their allocation and offered them to JEA. These trucks will be available much sooner than the recently orders Superduty trucks. The Ford F550 utility trucks will require around \$10-\$15K in upfits once received.</p> <p>The price of the 40' bucket trucks has increased an average of 29% since they were last bought in 2022 and is in line with the increases JEA Fleet has seen in bucket trucks. The 67' bucket trucks are a new unit and have not been bought in the past. JEA ordered a 55' custom Altec unit with a 67-70 month lead time for \$369K in August of 2023, so even with the \$50K upfit, the cost of the stock unit is still \$30K less expensive than the custom unit. The utility body trucks are priced about 2.3% higher than similar trucks bought in FY23. Based on comparison with previous prices paid and the shortened lead times, the purchase prices are deemed justifiable.</p>											

**Consent Agenda Action**

<b>Committee Members in Attendance</b>	Names	<b><u>Ted Phillips</u>, <u>Laura Schepis</u>, <u>Delphine Maiden</u></b>
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Motion by:	<b>Laura Schepis</b>
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Second By:	<b>Delphine Maiden</b>
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Committee Decision	<b>Items 1-4 and 6 approved. Item 5 Deferred</b>
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**Consent and Regular Agenda Signatures**

<b>Budget</b>	Name/Title	<i>Stephanie M Healy</i> Manager, CBP
<b>Awards Chairman</b>	Name/Title	<i>Theodore B Phillips</i> CFO
<b>Procurement</b>	Name/Title	<i>JJ McElroy</i> CPO
<b>Legal</b>	Name/Title	<i>Rebecca Lavin</i>



## Formal Bid and Award System

Award #3 December 12, 2019

**Type of Award Request:** SOLE SOURCE  
**Request #:** 6720  
**Requestor Name:** McKee, William Dave - Pollution Prevention Programs Coordinator  
**Requestor Phone:** (904) 665-4336  
**Project Title:** Customer MyWay Pre-Paid Account Management Software Support  
**Project Number:** 10001  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$2,415,375.00 (3 Years, Lines 626 & 650)

**Scope of Work:**

The scope of this request is for Customer Pre-Paid Account Management Software Support Services for JEA Customer MyWay Pre-Paid Accounts. JEA offers customers prepaid services to offer an alternative to traditional payment methods, and to accommodate JEA customer growth.

This purchase will positively affect the following JEA Measures of Value:

- Customer Value: Prepaid program provides a mechanism for customers to obtain utility service while paying down debt owed to the utility.
- Community Value: Exceleron’s prepaid program serves customers that are unable to pay utility deposits.
- Financial Value: Exceleron’s pricing has allowed JEA to reduce the contract cost per customer by 8% over the last 12 months as enrollment increased 12%.

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

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
EXCELERON SOFTWARE, LLC	Lilly Cuellar	lilly@exceleron.com	8144 Walnut Hill Lane, Suite 905, Dallas TX, 75231	(972) 852-2701	\$2,506,441.00

**Amount for the entire term of the Contract:** \$2,506,441.00  
**Award Amount for the remainder of this FY:** \$577,622.00  
**Length of Contract/PO Term:** Three (3) Years w/Two (2) - One (1) Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 01/04/2020  
**End Date (mm/dd/yyyy):** 01/03/2023  
**Renewal Options:** Two (2) - One (1) Yr. Renewals  
**JSEB Requirement:** N/A - Sole Source

**Background/Recommendations:**

## Award #2 11/09/2023 Supporting Documents

Originally competitively bid and approved by Awards Committee on 12/15/2011 in the amount of \$611,818.00 to Exceleron Software. On 01/14/2016 as follow-up sole source was approved by Awards Committee in the amount of \$2,329,450.00. Copies of the previous awards are attached as backup.

This request is for a three (3) year sole source award from 01/04/2020 to 01/03/2023 and \$2,506,441.00 in additional funds to Exceleron in exchange for better rates, continued high-level service, avoidance of new implementation/integration cost, and avoidance of over commitment of JEA IT resources. Per JEA's Procurement Code, a contract may be awarded as a Sole Source when 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 competitively bid. A limited number of companies offer prepaid account management software. JEA has experienced significant growth for this service and now has 24,000 MyWay prepaid customers and Exceleron has been an able partner with JEA in this endeavor. As JEA contemplates a new residential service pricing model, Flex Pricing, Exceleron is partnering with JEA again by developing the prepaid version of this complex billing regime. Exceleron has enabled JEA to push into new areas like Flex Pricing with reduced customer risk. The complex applications must be fully integrated with each utility customer information system (metering, CIS, accounting) and process to provide accurate results. Integration is the most critical aspect of system performance. Implementing prepaid account management software initially is a large expense to JEA because of the volume of integration work required. Exceleron's Prepaid Account Management Systems (PAMS) software is currently integrated into JEA's systems and is working effectively. Implementation, resources, and risk were evaluated against current vendor performance and price when considering this new contract. A new contract with Exceleron requires no additional implementation costs, which have been estimated at \$2.7 million to integrate prepaid software into JEA systems if JEA were to change prepaid vendors. In 2012, the original installation costs were split between JEA and the Federal Government with only half of the initial installation costs paid by JEA. Also, a new contract requires no additional JEA IT resources. JEA IT has several other high priority projects (C2M, Flex Rate) which will compete for JEA IT resources. Switchover to a new prepaid software would require approximately 18 months of JEA IT resources commitment, 12 months of which would involve parallel operation of both old and new systems.

The number of JEA MyWay Prepaid customers has grown to 24,000 currently, and will be at 25,000 in December and continue to increase to an estimated average of 36,172 customers by the end of the new contract term. Exceleron's pricing is based on the number of customers enrolled in the MyWay program based on a tiered structure. JEA's current pricing with Exceleron has not increased since it was competitively bid in 2012. Communication costs for delivering outbound interactive voice response (IVR) messages are \$0.05/voice message and text \$0.04/message alerts on JEA's behalf remain unchanged since 2012. The tiered pricing structure has allowed JEA to continue to reduce the contract cost per customer as enrollment increases. Opportunity exists to further reduce JEA's costs by moving customers from text and IVR messaging to email and app push messaging which will be free to JEA.

In exchange for a new three (3) year contract with Exceleron JEA has negotiated a new proposed reduced pricing across all services which includes an 2.5% rate reduction in year one (1), 6% in year two (2), 7% in year three (3) In exchange for the rate reductions Exceleron did request an increase in the current contract termination for convenience monthly minimum JEA payment of \$5,000 to \$10,000 in years 2 and 3. The rate reductions will save JEA \$20,133.00 in year 1, \$53,677.00 in year 2, \$66,330.00 in year 3 for a total savings of \$ 140,111.00 during the three (3) year term. See the attached savings calculation as backup and termination for convenience minimum payment risk. The table below shows the customer tier rates and the average change in participants and charges over time.

JEA Customer Tier Pricing								
Up to 3,000 customers \$0.20/customer/day								
3001-5000 customers \$0.16/customer/day								
5001+ customers \$0.04/customer/day								
Calendar Year	Average #Participants	Average Customer Tier Monthly Charge	Average # Texts	Average Mo. Texts Charge \$0.04 per	Average # Calls	Average Mo. Calls Charge \$0.05 per	Average Monthly Total	Average Monthly \$/Customer
2016	12,242	\$41,199.00	201,965	\$8,079.00	49,440	\$2,472.00	\$51,831.00	\$4.23
2017	17,764	\$42,308.00	176,024	\$7,041.00	48,097	\$2,405.00	\$51,754.00	\$2.91
2018	20,542	\$46,915.00	157,785	\$6,311.00	46,581	\$2,329.00	\$55,556.00	\$2.70
2019	23,465	\$50,653.00	146,136	\$5,845.00	33,332	\$1,667.00	\$58,146.00	\$2.48
2020	28,559	\$56,289.68	182,776	\$7,128.22	39,982	\$1,949.03	\$65,367.00	\$2.29
2021	33,345	\$59,847.92	213,408	\$8,023.84	46,683	\$2,193.96	\$70,066.00	\$2.10
2022	36,172	\$62,470.89	231,498	\$8,611.80	50,640	\$2,352.90	\$73,436.00	\$2.03

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 sourcing savings: \$140,111.00

Request a three (3) year sole source award with Excecleron Software for a JEA Customer Prepaid System in the not to exceed amount of \$2,506,441.00, subject to the availability of lawfully appropriated funds.

**Manager:** Pippin, Brian C. - Mgr Strategic Customer Solutions  
**Director:** Pressley, Sheila E. - Director Customer Revenue  
**VP:** Stewart, Kerri - VP & Chief Customer Officer

**APPROVALS:**

 12/12/19

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

 12/12/19

**Manager, Capital Budget Planning** **Date**





**Formal Bid and Award System**

Award #2 January 14, 2016

**Type of Award Request:** SOLE SOURCE  
**Requestor Name:** Vento, Richard J., Director Customer Solutions & Market Development  
**Requestor Phone:** 904-665-6764  
**Project Title:** Customer Pre-Paid Account Management Software  
**Project Number:** 10001  
**Award Estimate:** \$2,329,450.00  
**Funds:** O&M

**Description of Request/Product Description:**  
 Account Management Software Services for JEA Customer Pre-Paid Accounts.

**Requisition Number:** N/A  
**JEA IFB/RFP/State/City/GSA #:** N/A  
**Purchasing Agent:** Lovgren, Rodney  
**Is this a Ratification?** NO

**If yes, explain:**

Recommended Awardee(s)

151334

Name	Address	Phone	Amount
Exceleron Software	5440 Harvest Hill Road, suite 233 Dallas TX 75230	800-511-1554	\$2,329,450.00

**Recommended Award Information**

**Amount for entire term of Contract/PO:** \$2,329,450.00  
**Award Amount for initial year (FY16):** \$494,791.00  
**Length of Contract/PO Term:** Three (3) Years w/One (1) – 1 Yr. Renewals  
**Beginning Date:** 1/4/2016  
**Ending Date:** 1/3/2019

## Award #2 11/09/2023 Supporting Documents

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

**If Yes, please explain:**

**JSEB Requirement:** N/A

**Comments on JSEB Requirements:** N/A

**Background/Recommendation:**

In January 2012, JEA awarded a three (3) year plus one (1) year renewable contract to Exceleron Software for its Prepaid Account Management System (PAMS), to make customer prepaid services available to JEA customers. This work was competitively sourced, and the initial contract was \$611,818.00 for the three (3) year contract term. The one (1) year renewable option was awarded on 12/11/2014 for \$724,578.00 to make the total award \$1,336,396.00 for the four (4) year period.

There continues to be a need for a customer prepaid service solution for JEA's customers, and the program is anticipated to grow by 100% over the term of the new contract, which has significantly increased the award total from the original award. Exceleron's pricing is based on the number of customers enrolled in the MyWay program (tiered cost structure starting at \$0.20/customer/day for first 3,000 and ending with \$0.04/customer/day for customer over 5,000) and communication costs for delivering outbound IVR (\$0.05/message) and text (\$0.04/message) alerts on JEA's behalf. Exceleron has offered JEA a lower unit cost for this new contract term, estimating a savings to JEA of \$550,000.00 over the three (3) year period. See attached spreadsheet with estimated growth and pricing structure.

Exceleron's PAMS software is integrated into JEA's metering, billing and payment systems and is working effectively. Market research was conducted through a Request for Information (RFI), and it was determined that there were not enough advancements in this field to re-bid the services. It was also determined that it would cost JEA approximately \$2,700,000.00 to implement a new system. Per JEA's Procurement Code, a contract may be awarded as a Sole Source when 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 competitively bid. Accordingly, this request is for an award to Exceleron for another three (3) year contract term, with a one (1) year optional renewal.

Request approval to award a Sole Source contract to Exceleron Software for a JEA Customer Pre-Paid System in the not to exceed amount of \$2,329,450.00, subject to the availability of lawfully appropriated funds.

**APPROVALS:**

	Approver
<b>Manager:</b>	
<b>Director:</b>	
<b>VP:</b>	Whiting, Monica A., Chief Customer Officer

  
\_\_\_\_\_  
**Chairman, Awards Committee** 1-14-16  
Date

  
\_\_\_\_\_  
**Manager, Capital Budget Planning** 1-14-16  
Date

Approved by the JEA Awards Committee  
Date 12/15/11 Item # 5



Formal Bid and Award System

Award #5 12/15/11

**Type of Award Request:** PROPOSAL (RFP)  
**Requestor Name:** Benavides, Maria L  
**Requestor Phone:** 904-665-7046  
**Request #:** 1796  
**Project Title:** DOE Pre-Paid  
**Project Number** 8000271  
**Award Estimate:** \$200,000.00  
**Funds:** CAPITAL and O&M

**Description of Request/Product Description:**

JEA plans to make customer prepaid services available to all their customers to address multiple negative customer experiences.

These are:

- New customers with less than perfect credit or no credit are required to pay a deposit that can pose a hardship.
- Customers who are returning with outstanding balances are required to pay that balance or portion of that previous balance prior to receiving new service.
- Customers are looking for ways to improve personal finances by managing energy and water usage and do not have access to their daily consumption data.
- Existing customers who have been disconnected multiple times, had checks returned, or caused previous write-off are assessed new deposits or deposit increases. Many of these customers cannot afford to pay for service and assessing a deposit only exacerbates the hardship.

In addition, JEA currently disconnects approximately 6,800 customers per month, many of which (30%) are repeats. Many customers disconnected go to write-off or fraudulently sign up for service using another name to avoid paying outstanding bills, and pose a financial risk to JEA.

The JEA Customer Prepaid Services will potentially be offered to all JEA active customers and will include, at a minimum, 3,000 customers selected to participate in the Smart Grid programs. This selected prepaid services solution will take advantage of the newly upgraded MDMS as well as the upgraded AMI network.

A Customer Prepaid Services solution will improve customer satisfaction, reduce write-off,

improve recoveries, and improve current receivables.

**Requisition Number:** TBD  
**JEA IFB/RFP/State/City/GSA #:** JEA 115-11  
**Purchasing Agent:** Renee McQuaig  
**Is this a Ratification?** NO  
**If yes, explain:**

**Recommended Awardee(s)**

Name	Address	Phone	Fax	Amount
118295 Exceleron Software	5440 Harvest Hill Road, suite 233 Dallas TX 75230	800-511-1554		\$611,818.00

**Recommended Award Information**

**Amount for entire term of Contract/PO:** \$611,818.00  
**Award Amount for initial year:** \$81,538.00 (FY '12)  
**Length of Contract/PO Term:** 3 years  
**Beginning Date:** 1/3/2012  
**Ending Date:** 1/3/2015  
**Renewal Options:** Yes, One (1), 1 year renewal option

**If Yes, please explain:**

**JSEB Requirement:** JSEB participation was an evaluation criterion

**Comments on JSEB Requirements:** Incomm International Inc. 2%

**All Bidders**

Name	Rank	Score	Disqualified	Reason
Exceleron Software	1		<input type="checkbox"/>	
PayGo Electric	N/A	N/A	<input checked="" type="checkbox"/>	Did not meet minimum qualifications.

**Background/Recommendation**

Advertised 3/10/11. Seven (7) vendors attended the pre-bid meeting on 3/18/11. On bid opening day, JEA had received two (2) proposals; however, one bidder was disqualified for not meeting minimum qualifications.

The DOE Prepaid project is a combination of O&M and Capital expenditures:

- 1- The Setup expense is estimated to be \$56,250 (including traveling expenses) and will be funded from the DOE -Prepaid project (Capital project 8000271). This expense is 50% reimbursable by the Department of Energy
- 2- The O&M expense for the first three FY is anticipated to be \$555,568 and will be funded from the Customer Relations budget. JEA plans to offer this customer service on an ongoing basis.


Exceleron Software's Prepaid Account Management System (PAMS) is a proven solution that ensures successful, rapid, and cost-effective implementation of prepaid programs while minimizing utilities' risk exposure. PAMS provides a straightforward, hosted solution for managing prepaid accounts for the provision of electricity, water, and gas.

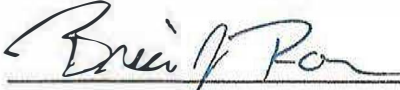
PAMS is fully integrated with utilities' existing CIS/billing, AMI/MDMS, and payment vendors, with no requirements for additional hardware or in-home display units. Exceleron has already completed successful integration with Landis+Gyr Command Center and Oracle CC&B platforms.

JEA RFP 115-11 – Request approval to award a three-year contract to Exceleron Software for a JEA Customer Pre-Paid System in the not to exceed amount of \$611,818.00, subject to the availability of lawfully appropriated funds.

	<b>Approver</b>
<b>Manager:</b>	
<b>Director:</b>	Schultz, Steven M
<b>VP:</b>	Kendrick, Wanyonyi Jaeger

**APPROVALS:**

  
 \_\_\_\_\_ 12-15-11  
 Chairman, Awards Committee Date

  
 \_\_\_\_\_ 12-15-11  
 Director, Financial Planning, Budgets and Rates Date

# Award #2 11/09/2023 Supporting Documents

## Pricing Model

JEA shall pay the following monthly fees based on the number of Customers in accordance with the tiers below

Up to 3,000 Customers \$0.20/Customer/Day  
 3,001 - 5,000 Customers \$0.16/Customer/Day  
 >5,000 Customers \$0.04/Customer/Day

For example, if JEA has 30,000 Customers, each month the first 3,000 will cost \$0.20/Customer/day and 2,000 will cost \$0.16/Customer/day and the remaining 25,000 will be billed at \$0.04/Customer/Day.

Total Invoice amount shall be discounted : 2.5% during 2020; 6.0% during 2021; 7.0% during 2022.

Month	Customers	Calls	Texts	Customer Charge	Texts	Calls	Total	\$/Customer	Discounted	Savings	New \$/Customer
Jan-20	25,841	36,177	165,380	\$ 54,362	\$ 6,615	\$ 1,809	\$ 62,787	\$ 2.43	\$ 61,217	\$ 1,570	\$ 2.37
Feb-20	26,306	36,828	168,257	\$ 54,939	\$ 6,734	\$ 1,841	\$ 63,515	\$ 2.41	\$ 61,927	\$ 1,588	\$ 2.35
Mar-20	26,779	37,491	171,388	\$ 55,526	\$ 6,856	\$ 1,875	\$ 64,256	\$ 2.40	\$ 62,650	\$ 1,606	\$ 2.34
Apr-20	27,261	38,166	174,473	\$ 56,124	\$ 6,979	\$ 1,908	\$ 65,011	\$ 2.38	\$ 63,386	\$ 1,625	\$ 2.33
May-20	27,752	38,853	177,613	\$ 56,733	\$ 7,105	\$ 1,943	\$ 65,780	\$ 2.37	\$ 64,135	\$ 1,644	\$ 2.31
Jun-20	28,252	39,552	180,810	\$ 57,352	\$ 7,232	\$ 1,978	\$ 66,562	\$ 2.36	\$ 64,898	\$ 1,664	\$ 2.30
Jul-20	28,760	40,264	184,065	\$ 57,983	\$ 7,363	\$ 2,013	\$ 67,358	\$ 2.34	\$ 65,674	\$ 1,684	\$ 2.28
Aug-20	29,278	40,989	187,378	\$ 58,624	\$ 7,495	\$ 2,049	\$ 68,169	\$ 2.33	\$ 66,465	\$ 1,704	\$ 2.27
Sep-20	29,805	41,727	190,751	\$ 59,278	\$ 7,630	\$ 2,086	\$ 68,994	\$ 2.31	\$ 67,269	\$ 1,725	\$ 2.26
Oct-20	30,341	42,478	194,184	\$ 59,943	\$ 7,767	\$ 2,124	\$ 69,834	\$ 2.30	\$ 68,089	\$ 1,746	\$ 2.24
Nov-20	30,887	43,242	197,680	\$ 60,620	\$ 7,907	\$ 2,162	\$ 70,690	\$ 2.29	\$ 68,922	\$ 1,767	\$ 2.23
Dec-20	31,443	44,021	201,238	\$ 61,310	\$ 8,050	\$ 2,201	\$ 71,560	\$ 2.28	\$ 69,771	\$ 1,789	\$ 2.22
Jan-21	31,726	44,417	203,049	\$ 61,661	\$ 8,122	\$ 2,221	\$ 72,004	\$ 2.27	\$ 70,683	\$ 1,810	\$ 2.21
Feb-21	32,013	44,817	204,876	\$ 62,015	\$ 8,195	\$ 2,241	\$ 72,451	\$ 2.26	\$ 70,610	\$ 1,831	\$ 2.13
Mar-21	32,300	45,220	206,720	\$ 62,372	\$ 8,269	\$ 2,261	\$ 72,902	\$ 2.25	\$ 70,538	\$ 1,852	\$ 2.12
Apr-21	32,591	45,627	208,581	\$ 62,733	\$ 8,343	\$ 2,281	\$ 73,357	\$ 2.25	\$ 70,466	\$ 1,873	\$ 2.12
May-21	32,884	46,038	210,458	\$ 63,096	\$ 8,418	\$ 2,302	\$ 73,816	\$ 2.24	\$ 70,394	\$ 1,894	\$ 2.11
Jun-21	33,180	46,452	212,352	\$ 63,463	\$ 8,494	\$ 2,323	\$ 74,280	\$ 2.24	\$ 70,322	\$ 1,915	\$ 2.10
Jul-21	33,479	46,870	214,263	\$ 63,834	\$ 8,571	\$ 2,344	\$ 74,748	\$ 2.23	\$ 70,250	\$ 1,936	\$ 2.10
Aug-21	33,780	47,292	216,192	\$ 64,207	\$ 8,648	\$ 2,365	\$ 75,219	\$ 2.23	\$ 70,178	\$ 1,957	\$ 2.09
Sep-21	34,084	47,718	218,137	\$ 64,584	\$ 8,725	\$ 2,386	\$ 75,695	\$ 2.22	\$ 70,106	\$ 1,978	\$ 2.09
Oct-21	34,391	48,147	220,101	\$ 64,965	\$ 8,804	\$ 2,407	\$ 76,176	\$ 2.22	\$ 70,034	\$ 1,999	\$ 2.08
Nov-21	34,700	48,580	222,082	\$ 65,348	\$ 8,883	\$ 2,429	\$ 76,661	\$ 2.21	\$ 70,000	\$ 2,020	\$ 2.08
Dec-21	35,013	49,018	224,080	\$ 65,736	\$ 8,963	\$ 2,451	\$ 77,150	\$ 2.20	\$ 70,000	\$ 2,041	\$ 2.07
Jan-22	35,188	49,263	225,201	\$ 65,953	\$ 9,008	\$ 2,463	\$ 77,424	\$ 2.20	\$ 70,000	\$ 2,062	\$ 2.05
Feb-22	35,364	49,509	226,327	\$ 66,171	\$ 9,053	\$ 2,475	\$ 77,699	\$ 2.20	\$ 70,000	\$ 2,083	\$ 2.04
Mar-22	35,540	49,757	227,458	\$ 66,390	\$ 9,098	\$ 2,488	\$ 77,976	\$ 2.19	\$ 70,000	\$ 2,104	\$ 2.04
Apr-22	35,718	50,005	228,596	\$ 66,610	\$ 9,144	\$ 2,500	\$ 78,254	\$ 2.19	\$ 70,000	\$ 2,125	\$ 2.04
May-22	35,897	50,255	229,739	\$ 66,832	\$ 9,190	\$ 2,513	\$ 78,534	\$ 2.19	\$ 70,000	\$ 2,146	\$ 2.03
Jun-22	36,076	50,507	230,887	\$ 67,054	\$ 9,235	\$ 2,525	\$ 78,815	\$ 2.18	\$ 70,000	\$ 2,167	\$ 2.03
Jul-22	36,257	50,759	232,042	\$ 67,278	\$ 9,282	\$ 2,538	\$ 79,098	\$ 2.18	\$ 70,000	\$ 2,188	\$ 2.03
Aug-22	36,438	51,013	233,202	\$ 67,503	\$ 9,328	\$ 2,551	\$ 79,382	\$ 2.18	\$ 70,000	\$ 2,209	\$ 2.03
Sep-22	36,620	51,268	234,368	\$ 67,729	\$ 9,375	\$ 2,563	\$ 79,667	\$ 2.18	\$ 70,000	\$ 2,230	\$ 2.02
Oct-22	36,803	51,524	235,540	\$ 67,956	\$ 9,422	\$ 2,576	\$ 79,954	\$ 2.17	\$ 70,000	\$ 2,251	\$ 2.02
Nov-22	36,987	51,782	236,717	\$ 68,184	\$ 9,469	\$ 2,589	\$ 80,242	\$ 2.17	\$ 70,000	\$ 2,272	\$ 2.02
Dec-22	37,172	52,041	237,901	\$ 68,413	\$ 9,516	\$ 2,602	\$ 80,531	\$ 2.17	\$ 70,000	\$ 2,293	\$ 2.01
							\$ 2,646,552		\$ 2,506,441	\$ 140,111	

## Termination for Convenience Minimum Payments

	Current Minimum at Risk	New Minimum At Risk \$5,000/Month, year 1 \$10,000/Month, year 2&3	
36 Months	\$5,000/Month		
Jan-20	\$180,000.00	\$180,000.00	36
Feb-20	\$175,000.00	\$175,000.00	35
Mar-20	\$170,000.00	\$170,000.00	34
Apr-20	\$165,000.00	\$165,000.00	33
May-20	\$160,000.00	\$160,000.00	32
Jun-20	\$155,000.00	\$155,000.00	31
Jul-20	\$150,000.00	\$150,000.00	30
Aug-20	\$145,000.00	\$145,000.00	29
Sep-20	\$140,000.00	\$140,000.00	28
Oct-20	\$135,000.00	\$135,000.00	27
Nov-20	\$130,000.00	\$130,000.00	26
Dec-20	\$125,000.00	\$125,000.00	25
Jan-21	\$120,000.00	\$240,000.00	24
Feb-21	\$115,000.00	\$230,000.00	23
Mar-21	\$110,000.00	\$220,000.00	22
Apr-21	\$105,000.00	\$210,000.00	21
May-21	\$100,000.00	\$200,000.00	20
Jun-21	\$95,000.00	\$190,000.00	19
Jul-21	\$90,000.00	\$180,000.00	18
Aug-21	\$85,000.00	\$170,000.00	17
Sep-21	\$80,000.00	\$160,000.00	16
Oct-21	\$75,000.00	\$150,000.00	15
Nov-21	\$70,000.00	\$140,000.00	14
Dec-21	\$65,000.00	\$130,000.00	13
Jan-22	\$60,000.00	\$120,000.00	12
Feb-22	\$55,000.00	\$110,000.00	11
Mar-22	\$50,000.00	\$100,000.00	10
Apr-22	\$45,000.00	\$90,000.00	9
May-22	\$40,000.00	\$80,000.00	8
Jun-22	\$35,000.00	\$70,000.00	7
Jul-22	\$30,000.00	\$60,000.00	6
Aug-22	\$25,000.00	\$50,000.00	5
Sep-22	\$20,000.00	\$40,000.00	4
Oct-22	\$15,000.00	\$30,000.00	3
Nov-22	\$10,000.00	\$20,000.00	2
Dec-22	\$5,000.00	\$10,000.00	1



**Amendment #2**  
**September 26<sup>th</sup>, 2023**  
**Scope of Services**  
**Construction Support Services for the Monterey WWTF**  
**Improvements Project**

**Article A. Purpose**

The purpose of this Amendment No. 2 to the CONTRACT is to authorize and direct CONSULTANT (Constantine Engineering, LLC.) to the construction support engineering services for the construction of improvements to the Monterey WWTF to include renovation of the existing influent pump station, construction of a new influent pumping and screening system, replacement of sequencing batch reactor (SBR) process equipment, conversion of SBR No. 4 to two sludge holding tanks, modification and expansion of the aeration system, construction of a plant water system, replacement of centrifuge no. 1, construction of a new generator and fuel system, construction of a new electrical building, and associated civil/site improvements.

This Amendment also includes additional engineering services to provide Landscape Architecture, Irrigation and other Civil Services to respond to City of Jacksonville (COJ) 10-set review comments.

**Article B. Scope of Services**

The scope of services of construction support engineering services to be provided under this Amendment for this project are as follows:

***Task 10: Project Management***

1. Prepare detailed scope of services and a work plan with timeline (work schedule)
2. Prepare monthly invoices and submit project progress updates with invoices.

***Task 11: Construction Support Services***

1. Pre-Construction Meeting
  - 1.1. Attend one (1) on-site pre-construction meeting. JEA shall provide the agenda and meeting minutes.
2. Construction Progress Meetings
  - 2.1. Attend on-site construction progress meetings and review construction progress to verify general conformance with the contract documents. Thirty (30) progress meetings will be budgeted. CONTRACTOR shall provide the agenda and meeting minutes.



3. Review Shop Drawings
  - 3.1. Receive, review, evaluate, and distribute shop drawings within 21 business days of receipt of the shop drawings. The expected number of shop drawings is 80. Shop drawing review will be electronically transmitted by email with logs kept by the Contractor and CONSULTANT.
4. O&M Manuals
  - 4.1. Receive, review, evaluate, and distribute O&M manuals within 14 business days of receipt of the manufacturer supplied shop drawings. The expected number of O&M manuals is fourteen (14).
5. Requests for Information (RFI) and Permitting Assistance
  - 5.1. Receive, review, and evaluate RFIs. Submit RFI response to JEA Construction Administrator. The expected number of RFIs is 20.
6. Field Change Directives (FO)
  - 6.1. Produce and issue FOs for any design changes during construction. This includes up to ten (10) FOs.
7. Change Orders
  - 7.1. Review Contractor's field/change order requests if required by JEA. The expected number of change orders is three (3).
8. On Site Witness Start-up and Performance Testing of SBR Equipment
  - 8.1. Review the SBR equipment manufacturer test plans and test reports submittals. Review the SBR equipment manufacturer certified performance testing results submittals.
  - 8.2. Provide the following personnel on-site as needed to witness the performance testing - Process/Mechanical Engineer and Electrical, Instrumentation and Controls Engineer.
9. Substantial Completion Walk-Through
  - 9.1. CONSULTANT will conduct a walk through to assess visually the project completion. A punch list will be created and distributed to JEA and the Contractor.
10. Final Walk-Through
  - 10.1. CONSULTANT will conduct the final walk through to confirm and verify the completion of the punch list.
11. Construction Record Drawings
  - 11.1. Review and approve Contractor's record drawing markups and as-builts submitted in CAD and PDF format in conjunction with JEA.
  - 11.2. Produce and submit construction record drawings electronically for JEA review.
  - 11.3. Incorporate JEA review comments and submit final construction record drawings.
12. Project Certification
  - 12.1. FDEP certification of completion for the project

**Deliverables:**

1. Construction Record Drawings: One (1) signed and sealed full size (22" x 34" plotted on 24" x 36) hard copies and in PDF and ACAD \*.dwg format.

**Task 12: COJ 10 Set Review Additional Services**

1. CONSULTANT shall provide landscape architecture and civil services to respond to City of Jacksonville 10-set Review comments. The following services will be provided:
  - a. Landscape Architecture – tree mitigation, landscape plans and specifications, irrigation plans and specifications
  - b. Civil Services – Design drawings and specifications for the installation of a 5-foot-wide sidewalk along the south side of Harris Avenue.

**Article C. Compensation Provisions**

As compensation for providing the services described within this Task Order, CLIENT shall pay CONSULTANT in accordance with the current Agreement, based on the estimated percent completion for the Project. The original total lump-sum fee for JEA Project Number 2021-0916-00 (PO No. 198289) including the first Amendment was **\$1,242,017.03**. The requested additional services fee is **\$574,487.00**. The new total lump sum fee proposed for this Project is **\$1,816,504.03**. The lump-sum budget for this Project was developed from estimates of the level of effort required to perform the proposed services based on CONSULTANT's experience and engineering judgment. A breakdown of the proposed fee is provided as **Attachment A**.

**Article D. Project Schedule and Period of Service**

The Project Schedule and Period of Service will be in conjunction with NTP issued to the Contractor. The anticipated construction duration of the Project is 900 days and 15 days for project closing.

**Article E. Authorized Representatives**

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

<b>For JEA</b>	<b>For CONSULTANT</b>
<b>Name:</b> Mr. Roberto Rivera-Lopez	<b>Name:</b> David Rasmussen, P.E. Sr. Project Manager
<b>Address:</b> 225 N Pearl St Jacksonville, FL 32202	<b>Address:</b> 100 Center Creek Road, Suite 108 St. Augustine, FL 32084
<b>Telephone:</b> (904) 676-0258	<b>Telephone:</b> (904) 593-5607

**Attachment A**  
**JEA**  
**Amendment 2 - Monterey WWTF Improvements**  
**Fee Estimate**

TASK	Scope Definition	Principal in Charge	QA/QC Manager	Process/Mechanical	Structural	Electrical/I&C	Engineering	Senior CAD Tech	Clerical/Admin	Quantity	HOURS/ TASK	TOTAL FEE/ TASK
		/ Sr Project Manager		Engineer of Record	Engineer of Record	Engineer of Record	Intern					
		\$ 187.00	\$ 185.00	\$ 187.00	\$ 187.00	\$ 187.00	\$ 91.00	\$ 91.00	\$ 57.00			
<b>10</b>	<b>PROJECT MANAGEMENT</b>											
	1 Prepare detailed scope of services and a work plan with timeline (work schedule)										0	\$ -
	2 Prepare monthly invoices and submit project progress updates with invoices	4.0	0.0	2.0	0.0	0.0	2.0	0.0	5.3	30.0	43	\$ 52,136.00
<b>11</b>	<b>CONSTRUCTION SUPPORT SERVICES</b>											
	1 Pre-Construction Meeting											
	1.1 Attend one (1) on-site pre-construction meeting. Provide agenda and minutes	4.0		4.0	4.0	4.0	12.0		2.0	1.0	30	\$ 4,198.00
	2 Construction Progress Meetings											
	2.1 Attend on-site construction progress meetings and site visits (30 meetings). Provide agenda and minutes	120.0		120.0	80.0	80.0	120.0			30.0	520	\$ 85,720.00
	3 Review Shop Drawings											
	3.1 Receive, review, evaluate, and distribute shop drawings within 21 calendar business days of receipt of the shop drawings. Expected number of shop drawings is 80	40.0	24.0	200.0	120.0	180.0	240.0		80.0	80.0	884	\$ 131,820.00
	4 O&M Manuals											
	4.1 Receive, review, evaluate, and distribute O&M manuals within 14 calendar business days of receipt of the shop drawings. Expected number of manuals 14	14.0		24.0	12.0	24.0	40.0		14.0	14.0	142	\$ 18,276.00
	5 Requests for Information (RFI) and Permitting Assistance											
	5.1 Receive, review, and evaluate RFIs. Submit RFI response to JEA Construction Administrator. Expected number of RFIs 20	20.0		12.0	8.0	16.0	24.0	4.0	20.0	20.0	104	\$ 14,160.00
	6 Field Change Directives (FO)											
	6.1 Produce and issue FOs for any design changes during construction. The expected number of FOs is 10.	10.0		20.0				20.0	10.0	10.0	60	\$ 8,000.00
	7 Change Order											
	7.1 Review Contractor's field /change order request if required by JEA (assume 3)	6.0		12.0					6.0	3.0	24	\$ 3,708.00
	8 On Site Witness Start-up and Performance Testing of SBR System											
	8.1 Review the submitted test plans and test reports from the SBR equipment testing, and review the certified performance testing results submittals.	4.0		16.0	8.0	16.0	16.0		2.0	1.0	62	\$ 9,798.00
	8.2 Provide the following personnel on-site - Process/Mechanical Engineer, Electrical Engineer, Instrumentation and Controls Engineer.	4.0		8.0	8.0	8.0	12.0			1.0	40	\$ 6,328.00
	9 Substantial Completion Walk-Through											
	9.1 CONSULTANT will conduct a walk through to assess visually the project completion. A punch list will be created and distributed to JEA and the Contractor.	4.0		8.0	8.0	8.0	12.0			1.0	40	\$ 6,328.00
	10 Final Completion Walk-Through											
	10.1 CONSULTANT will conduct the final walk through to confirm and verify the completion of the punch list.	2.0		4.0	4.0	4.0	8.0			1.0	22	\$ 3,346.00
	11 Construction Record Drawings											
	11.1 Review and approve Contractor's record drawings submitted in CAD and PDF format in conjunction with JEA.	2.0		4.0	4.0	4.0	8.0			1.0	22	\$ 3,346.00
	11.2 Produce and submit construction record drawings electronically for JEA review.	2.0	8.0	16.0	40.0	40.0	40.0	80.0		1.0	226	\$ 30,726.00
	11.3 Incorporate JEA review comments and submit final construction record drawings.	2.0		8.0	24.0	24.0	24.0	32.0		1.0	114	\$ 15,942.00
	12 Project Certification											
	12.1 FDEP Certification of Completion	4.0		8.0			8.0		2.0	1.0	22	\$ 3,086.00
<b>12</b>	<b>COJ 10-Set Review Additional Services</b>	0.0		0.0			0.0		0.0		0	\$ -
	1.1 COJ Set Landscape	0.0		0.0			0.0		0.0	1.0	0	\$ 6,888.00
	1.2 COJ Civil Services	0.0		0.0			0.0		0.0	1.0	0	\$ 5,408.00
	<b>Sub-Consultants</b>											
	Buck Pittman (Landscape Architect)	0.0		0.0			0.0		0.0	1.0	0	\$ 12,000.00
	Four Waters Subconsultant (Civil Design)	0.0		0.0			0.0		0.0	1.0	0	\$ 64,420.00
	LABOR FEE	\$ 45,254.00	\$ 5,920.00	\$ 87,142.00	\$ 59,840.00	\$ 76,296.00	\$ 51,506.00	\$ 12,376.00	\$ 8,054.27			\$ 485,634.00
	TASK HOURS	242	32	466	320	408	566	136	141	200	2,355	
	<b>TASK 10, 11, 12 (Lump Sum)</b>											\$ 485,634.00
	<b>ALLOWANCE</b>											\$ 88,853.00
	<b>TOTAL PROJECT LUMP SUM</b>	\$ 45,254.00	\$ 5,920.00	\$ 87,142.00	\$ 59,840.00	\$ 76,296.00	\$ 51,506.00	\$ 12,376.00	\$ 8,054.27	\$ -		\$ 574,487.00

**Invoice No. 00**

**To:** JEA  
Accounts Payable  
P.O. Box 4910  
Jacksonville, FL 32201-4910

**Project: 131-04A Monterey WWTF Improvements Phase 2**

**Invoice No.:** 0

**Contract No.:** JEA10482/197531

**Period:**

**From:** 100 Center Creek Road, Suite 108  
St. Augustine, FL 32084

**Company Project: CONSTANTINE ENGINEERING, LLC**

**Page:** 1 of 1

**PO No.:**

Task	Description	QTY	Unit	Unit Price	Contract Amount	% Previously	Previously Billed	% Current	Current Bill	% Completed	Total Bill	% In Balance	Remaining Balance
<b>A</b>	<b>Design Phase</b>				<b>\$ 1,011,570.29</b>	<b>97%</b>	<b>\$ 977,141.96</b>	<b>0%</b>	<b>\$ -</b>	<b>97%</b>	<b>\$ 977,141.96</b>	<b>3%</b>	<b>\$ 34,428.33</b>
1	Task 1 - Project Management	1	LS	\$ 44,868.20	\$ 44,868.20	100%	\$ 44,868.20	0%	\$ -	100%	\$ 44,868.20	0%	\$ -
2	Task 2 - Data Collection, Assessment & Evaluation	1	LS	\$ 17,693.88	\$ 17,693.88	100%	\$ 17,693.88	0%	\$ -	100%	\$ 17,693.88	0%	\$ -
3	Task 3 - 10% Concept Design Documents	1	LS	\$ 112,807.37	\$ 112,807.37	100%	\$ 112,807.37	0%	\$ -	100%	\$ 112,807.37	0%	\$ -
4	Task 4 - 30% Design Documents & Project Design Report	1	LS	\$ 189,049.25	\$ 189,049.25	100%	\$ 189,049.25	0%	\$ -	100%	\$ 189,049.25	0%	\$ -
5	Task 5 - 60% Design Documents & Project Design Report	1	LS	\$ 176,371.94	\$ 176,371.94	100%	\$ 176,371.94	0%	\$ -	100%	\$ 176,371.94	0%	\$ -
6	Task 6 - 90% Design Documents	1	LS	\$ 154,097.94	\$ 154,097.94	100%	\$ 154,097.94	0%	\$ -	100%	\$ 154,097.94	0%	\$ -
7	Task 7 - 100% Design Documents	1	LS	\$ 93,482.02	\$ 93,482.02	100%	\$ 93,482.02	0%	\$ -	100%	\$ 93,482.02	0%	\$ -
8	Task 8 - Permitting	1	LS	\$ 31,933.36	\$ 31,933.36	100%	\$ 31,933.36	0%	\$ -	100%	\$ 31,933.36	0%	\$ -
9	Task 9 - Bid Phase Services	1	LS	\$ 20,678.33	\$ 20,678.33	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 20,678.33
10	Site Survey/SUE - Smith Surveying	1	LS	\$ 56,075.00	\$ 56,075.00	77%	\$ 43,040.00	0%	\$ -	77%	\$ 43,040.00	23%	\$ 13,035.00
11	Geotechnical Services - CSI Geo	1	LS	\$ 10,683.00	\$ 10,683.00	93%	\$ 9,968.00	0%	\$ -	93%	\$ 9,968.00	7%	\$ 715.00
12	Site/Civil Design Support - Four Waters Engineering	1	LS	\$ 103,830.00	\$ 103,830.00	100%	\$ 103,830.00	0%	\$ -	100%	\$ 103,830.00	0%	\$ -
<b>B</b>	<b>Change Orders Design Phase (Amendment 1)</b>				<b>\$ 230,446.74</b>	<b>100%</b>	<b>\$ 230,446.74</b>	<b>0%</b>	<b>\$ -</b>	<b>100%</b>	<b>\$ 230,446.74</b>	<b>0%</b>	<b>\$ -</b>
1	Task 10 - High Level Desinfection Design	1	LS	\$ 76,815.58	\$ 76,815.58	100%	\$ 76,815.58	0%	\$ -	0%	\$ 76,815.58	0%	\$ -
2	Task 11 - New Electrical Building	1	LS	\$ 76,815.58	\$ 76,815.58	100%	\$ 76,815.58	0%	\$ -	0%	\$ 76,815.58	0%	\$ -
3	Task 12 - Revised P&ID Design	1	LS	\$ 76,815.58	\$ 76,815.58	100%	\$ 76,815.58	0%	\$ -	0%	\$ 76,815.58	0%	\$ -
	<b>TOTALS</b>			<b>\$</b>	<b>1,242,017.03</b>	<b>\$</b>	<b>1,207,588.70</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>1,207,588.70</b>	<b>\$</b>	<b>34,428.33</b>
<b>C</b>	<b>Construction Phase (Amendment 2)</b>				<b>\$ 485,634.00</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>100%</b>	<b>\$ 485,634.00</b>
1	Project Management - Services & Documentation	30	MO	\$ 1,737.87	\$ 52,136.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 52,136.00
2	Pre-Construction Meeting	1	EA	\$ 4,198.00	\$ 4,198.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 4,198.00
3	Construction Monthly Progress Meeting / Visit On Site Report	30	MO	\$ 2,857.33	\$ 85,720.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 85,720.00
4	Review Shop Drawings/Submittals	80	EA	\$ 1,647.75	\$ 131,820.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 131,820.00
5	O&M Manuals (Manufacturer of Equipment)	14	EA	\$ 1,305.43	\$ 18,276.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 18,276.00
6	Requests for Information (RFI) and Permitting Assistance	20	EA	\$ 708.00	\$ 14,160.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 14,160.00
7	Field Change Directives (FO)	10	EA	\$ 800.00	\$ 8,000.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 8,000.00
8	Change Orders	3	EA	\$ 1,236.00	\$ 3,708.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 3,708.00
9	Review Submitted Test Plans and Test Reports SBR	1	LS	\$ 9,798.00	\$ 9,798.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 9,798.00
10	On Site Witness Start Up and Performance Testing SBR	1	EA	\$ 6,328.00	\$ 6,328.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 6,328.00

Award #3 11/09/2023 Supporting Documents

Task	Description	QTY	Unit	Unit Price	Contract Amount	% Previously	Previously Billed	% Current	Current Bill	% Completed	Total Bill	% In Balance	Remaining Balance
11	Substantial Completion Walk-Through	1	EA	\$ 6,328.00	\$ 6,328.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 6,328.00
12	Final Completion Walk-Through	1	EA	\$ 3,346.00	\$ 3,346.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 3,346.00
13	Construction Record Drawings - Contractor As-Builts	1	LS	\$ 3,346.00	\$ 3,346.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 3,346.00
14	Construction Record Drawings - Full Size, PDF, ACAD	1	LS	\$ 30,726.00	\$ 30,726.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 30,726.00
15	Construction Record Drawings - Incorporate JEA Comments	1	LS	\$ 15,942.00	\$ 15,942.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 15,942.00
16	Project Certification (FDEP)	1	EA	\$ 3,086.00	\$ 3,086.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 3,086.00
17	COJ Set Lanscape	1	LS	\$ 6,888.00	\$ 6,888.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 6,888.00
18	COJ Civil Services	1	LS	\$ 5,408.00	\$ 5,408.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 5,408.00
19	Buck Pittman (Landscape Architect)	1	LS	\$ 12,000.00	\$ 12,000.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 12,000.00
20	Four Waters Subconsultant (Civil Services)	1	LS	\$ 64,420.00	\$ 64,420.00	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 64,420.00
<b>D</b>	<b>Allowance 1</b>				<b>\$ 88,853.00</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>100%</b>	<b>\$ 88,853.00</b>
1	N/A	1	LS	\$ -	\$ -	#DIV/0!	\$ -	0%	\$ -	0%	\$ -	#DIV/0!	\$ -
2	N/A	1	LS	\$ -	\$ -	#DIV/0!	\$ -	0%	\$ -	0%	\$ -	#DIV/0!	\$ -
			<b>TOTALS</b>	<b>\$</b>	<b>574,487.00</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>574,487.00</b>
	<b>Total Lump Sum</b>			<b>\$</b>	<b>1,816,504.03</b>	<b>66%</b>	<b>\$ 1,207,588.70</b>		<b>\$ -</b>		<b>\$ -</b>	<b>34%</b>	<b>\$ 608,915.33</b>

**Certification:**

The undersigned certifies that to the best of the Engineer's knowledge, information and belief that the work covered by this invoice has been completed in accordance with the Contract Documents.

By: \_\_\_\_\_  
PM's name, PE

Date: \_\_\_\_\_

## Award #4 11/09/2023 Supporting Documents

Description	Revised Cost
Door Hardware Changes for JEA Security	\$122,527.10
Added Chemical Resistant Coating to CRC-2 Grit Sump	\$13,257.46
Added Generator Load Bank Cabinets	\$200,828.87
2023 DOE Changes to Trane HVAC Units	\$85,602.71
Deleted Dismantling Joints at Splitter Box per VE	-\$25,561.48
East Wall Revision at Headworks per VE	-\$4,187.64
Delete Bypass and Conc Pads at Digesters per VE	-\$31,991.30
Change Analyzers and Transmitters from YSI to Hach	\$394,187.01
External PLC Cabinet for Switchgear	\$11,826.91
Security Cameras Power and Control Conduits	\$78,134.68
Credit Testing for Testing of Fine Bubble Diffusers	-\$11,087.57
Changes To Door Hardware for JEA Security (Von Duprin)	\$6,991.62
Credit for Reclaim Water Storage Tank Influent Pipe	-\$10,723.00
Lightning Protection at Vac Truck Facility	\$11,445.72
Added Grounding at Facility 43 and 88	\$7,286.55
Duplicate - VOID	\$0.00
Change cove tile in bathrooms	\$1,292.47
Testing Duplicate - VOID	\$0.00
Ground Breaking - Included in WRF Allowance	\$0.00
Change to Precast Light Pole Bases	\$23,063.52
Change Solenoid Valve	\$20,768.16
Upsize Crane at Facility 38 - Filter Building	\$60,750.46
5-Year Warranty for Hydrodyne Screen	\$110,696.42
Remove blind flange at Facility 46	\$4,044.36
Extend RAS line at Facility 18	\$39,027.64
Add demarcation box	\$7,774.07
Added polymer tank	\$158,800.42
Change blowers from stand alone to Integral VFDs	-\$231,302.85
Increase concrete pad size for odor control	\$12,659.12
Add retaining wall at Pond #2 - Under Review	\$0.00
Upcharge for SS versus GS at OA and Odor Control Unit	\$116,637.50
<b>Change Order Total:</b>	<b>\$1,172,748.93</b>

## INTERAGENCY AGREEMENT

This Interagency Agreement, made as of \_\_\_\_\_ between the JACKSONVILLE TRANSPORTATION AUTHORITY, a body corporate and politic and an agency of the State of Florida (the "JTA") and JEA, a municipal utility and an agency of the City of Jacksonville, Florida ("JEA"). JTA and JEA are sometime hereinafter referred to individually as a "Party" and collectively as the "Parties."

### WITNESSETH:

**WHEREAS**, JTA is constructing, as part of JTA MobilityWorks Program, various roadway improvements listed on Exhibit A hereto (as such list is amended from time to time by agreement of the Parties, the "Roadway Projects"); and

**WHEREAS**, JEA may have utility projects on, under or near the work areas of the Roadway Projects, including without limitation sanitary sewer, potable, reclaimed and chilled water, fiber and electric transmission and distribution lines and facilities and other utilities that may be added at a later date (collectively, "Utilities"); and

**WHEREAS**, the Parties hereto have reached an agreement on certain terms of the performance of such Utilities work and wish to set forth such understanding in writing,

**NOW, THEREFORE**, in consideration of the mutual covenants contained below, the Parties agree as follows:

1. The Recitals above are true and correct and are hereby incorporated by reference herein.

2. JTA has advised JEA of its proposed schedule with respect to the issuance of RFPs and RFBs (defined below) for Roadway Projects. On the written request of JEA in the form attached hereto as Exhibit B-1 for Request for Proposals ("RFPs") and Exhibit B-2 for Request for Bids ("RFBs") for one or more Roadway Projects (timely received as provided in the JTA MobilityWorks Program), JTA agrees to include in its RFPs for the design of a Roadway Project and in its RFBs for the construction of a Roadway Project a requirement that the selected provider design and construct (respectively) the Utilities specified by JEA in its written request. Such request will be deemed to be timely if received in compliance with this Agreement not less than sixty calendar days prior to the scheduled release date for the applicable RFP or RFB for roadwork, unless a lesser time is agreed to in writing by JTA. At the time of delivery of a written request to add Utilities work to the design phase of a Roadway Project, JEA shall provide to JTA a description of the Utilities work to a level of detail adequate to allow, in the opinion of JTA, the potential proposers to develop a proposal for such work, and to complete the design (to construction plans) for such work. At the time of delivery of a written request to add Utilities work to the construction phase of a Roadway Project, JEA shall provide to JTA a complete set of construction plans and specifications for the Utilities work to a level of detail adequate to allow, in the opinion of JTA, the potential bidders to develop a bid for such work (including all pay items and quantity take-offs), and to complete the construction of such work. In either case, JEA shall review draft RFPs and RFBs as to which Utilities work are to be added, providing written comments to JTA within the time requested by JTA. All plans, design, technical construction and other reviews, and all site inspections, by JEA shall be timely completed by JEA in accordance with the reasonable schedules therefore established by JTA. Delay in any such review shall be a default hereunder.

3. JEA may determine to provide design for the Utilities work on its own behalf. Otherwise, the costs of design shall be allocated between the Parties in accordance with the fees charged by the design firm(s), unless the Parties agree otherwise in writing. All costs of construction for the

Utilities work shall be the sole responsibility of JEA, and all costs of construction for the Roadway Projects shall be the sole responsibility of JTA. The cost of construction for the Utilities work includes, without limitation, a pro rata portion of the mobilization costs and maintenance of traffic costs, based upon the relative total direct costs of the Utilities work and the Roadway work ("Direct Cost Basis"). The Parties shall allocate all other general project costs, including without limitation, third party and out-of-pocket costs of construction management and inspections and contractors' insurance, bonding and all overhead costs, which cannot be directly allocable to either Utilities or Roadway costs, on the Direct Cost Basis. Cost incurred by JTA in the defense of any claims (including the amount thereof whether by settlement or otherwise) relating to the Utilities work shall be charged by JTA as proper cost of the Utilities work, reimbursable by JEA. Cost incurred by JEA in the defense of any claims (including the amount thereof whether by settlement or otherwise) relating to the Roadway work shall be charged by JEA as proper costs of the Roadway work, reimbursable by JTA.

4. JEA's maximum indebtedness for expenditures for completion of these Projects shall not exceed the total amount of **\$1,500,000**. JEA shall pay all of the costs of the Utilities work as described herein by providing installment payments to JTA, as follows (unless otherwise agreed to in writing by the Parties hereto). On or about October 15, January 15, April 15 and July 15 of each fiscal year that a project is active, JTA shall request and receive from JEA an amount equal to the then estimated following quarterly costs of the Utilities work for such project, plus or minus any discrepancy in the estimates from the prior quarterly costs. JTA shall disburse such funds in accordance with the progress of the selected contractor for such work. A final payment request may be made by JTA with respect to each Utilities project.

5. In addition to the foregoing and unless otherwise agreed in writing by the Parties hereto, JEA shall pay to JTA, on the same schedule as outlined in paragraph 3 for JTA's own force project management, administration, inspection and other services with respect to each Roadway Project including Utilities work, at the following phases and rates: for planning and designing phases, 10% of the planning and design contract fees for the Utilities work (where such planning and design is carried out by JEA, such fee to JTA shall be 5% of the fees paid or value of planning and design work for JTA's coordination of such design into the planning and design of the Roadway Project); and for the construction phase, the sum of 5% of the total construction costs allocated to the Utilities work. In addition, JEA will reimburse JTA for any post design service cost associated with Utilities work. The foregoing fees shall apply to all Roadway Projects, whether JTA engages outside consultants to assist in its activities or otherwise. JTA shall provide periodic reports to JEA on a project-by-project basis, to include project status, project budget, current month's expense, expense-to-date and remaining budget, inspection reports, progress photographs, and other matters related to the Utilities work.

6. All work referred to in this agreement is to be done in accordance with the City Standards and Specifications (as to City roads and drainage) or Florida Department of Transportation Standards and Specifications (as to state highway system roads), or JEA Standards and Specifications (as to utility construction) as appropriate, and the applicable portions of the work will be subject to review and approval by each Party, when requested. Such reviews and approvals shall be made timely and, when multiple parties are involved in the review, be made concurrently, if reasonably possible. The Lead Agency's (as defined below) determination will govern in the event of conflicts between agency specifications.

7. JTA's project manager and appropriate JEA representatives shall attend any pre-proposal, pre-bid and pre-construction meetings that JTA schedules. The Lead Agency's project manager, with the assistance of the JEA representatives shall present to all prospective proposers and bidders such information regarding the Utilities work as JEA would do for projects it undertakes for itself, and any other information and materials as JEA shall reasonably request. JEA shall be advised of the schedule



for all community meetings and may coordinate its community information programs with those of JTA.

8. JTA will invite JEA to review the responses to RFPs and RFBs. For RFBs JTA shall choose the lowest cost responsible bidder for construction work, determining lowest cost on the basis of lowest cost for Roadway work and Utilities work combined. For RFPs for planning and design services, evaluation of proposals shall be in the basis of the Roadway work and Utilities work combined as a single project. If JEA determines not to add Utilities work to a Roadway Project after bid opening, then JEA agrees to enter into a utility agreement with JTA to undertake the planning, design and construction of such Utilities work with its own contractors in a manner that will not affect the schedule of JTA construction (including appropriate delay damage provisions). If the JEA decides to undertake the utility works separately from JTA road works, then JEA shall confirm that in writing to JTA and agrees to be responsible legally and monetarily for any potential delays that may be caused by JEA utility work impacts on JTA roadway work operations and schedules.

9. JTA shall be the “Lead Agency” for such Utilities work and shall, with its own forces or with outside providers, manage the Utilities work as provided herein. The Lead Agency shall be the Party responsible for inspecting Utilities work, as scheduled, and coordinated by JTA construction contract representative, unless otherwise agreed in advance by the Parties hereto. JEA will provide qualified representatives to assist JTA in any inspections as and when requested, and JEA reserves the right to assign its own project inspectors where it may best serve both Parties needs. JEA shall be the final authority to accept and approve the Utilities connections before commencement of service. The Lead Agency shall also be responsible for resolving all disputes with contractors, and securing all required contracts, bonds and other paperwork (such as insurance documentation) necessary for the Utilities work.

10. The Lead Agency is responsible for the procurement of all permits necessary for the Utilities Work, other than those issued by JEA, unless otherwise agreed to by the Parties hereto. In any event, JEA shall on request of JTA review all permit applications for the Utilities portion of a Project, pay the fees associated therewith, and cooperate with such contractors and consultants to obtain such permits in such a manner as to avoid causing any delays to the Roadway Project construction schedule.

11. In the event that JEA determines to provide materials for the construction of the Utilities portion of a project, it shall advise JTA in writing prior to the date on which the selected contractor places its order for such materials and with sufficient lead time to permit the timely prosecution of construction by such contractor in the contractor's and JTA's reasonable opinion. Any delays in the delivery of JEA-provided materials that may cause Roadway construction schedule disruptions or delays shall be JEA's responsibility in time and costs and any resulting contract claims.

12. In each RFP and RFB, the insurance and indemnification requirements for major or minor projects, in the form attached hereto as Exhibit C (as amended from time to time by copy to JTA) shall be included.

13. In each case in which JTA determines to utilize the design/build delivery method to complete a Roadway Project, JTA shall so notify JEA and shall notify the JEA of the selected design/build team. Utilities work may not be added to a design/build Roadway Project without the prior written consent of JTA, which consent may be withheld in the sole discretion of JTA.

14. Claims brought by a contractor associated with the Utilities or Roadway work including, but not limited to, all claims arising from disputes as a result of an agency's inspection, determining contractors' work performance, changes made by an agency to its portion of the work, or changed

conditions or equitable adjustment, including payments of all such contractor claims finally adjudged or settled and reasonable costs and expenses related thereto, shall be proper cost of such applicable portion and by JTA in the case of the Roadway portion. Costs incurred by JTA or JEA in the defense of such claims shall be reimbursed by the appropriate agency. Notwithstanding the foregoing, the foregoing is solely for the benefit of the Parties hereto and there shall be no third-party beneficiaries thereof, the Parties do not intend to and do not waive any defense of sovereign immunity. And the foregoing is and shall be construed to be merely an acknowledgment that JTA is acting in the place and stead of JEA in conducting the Utilities work in conjunctions with JTA's Roadway Project.

15. In the event of a default by either agency of its obligations hereunder, including failure to timely provide plan or construction reviews and comments, the other agency may remove its portion of the work from the contract with the design firm or the construction firm, as the case may be and proceed on its own with respect to such work in a timely manner such that the other agency's project is not delayed. Each agency shall have all of its other rights and remedies under law or in equity in the case of a default by the other agency hereunder.

16. This Agreement is solely intended to set forth the rights and responsibilities regarding the completion of the Roadway Projects and Utilities work. JEA shall own, control, maintain and be responsible for its respective Utilities facilities. After substantial completion and acceptance by JEA of the Utilities work to be in general conformance with the plans and specifications, JTA shall defer to the JEA if there is disagreement regarding items to be identified for inclusion on the final inspection punch list JTA shall continue to act for JEA with respect to punch list items and warranty matters upon notice from JEA.

17. This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

18. This Agreement represents the entire agreement among the Parties with respect to the matters herein described. No statement, understanding, agreement, course of conduct or course of action by the Parties or by their authorized representatives shall be binding unless it is in writing and made a part of this Agreement. This Agreement may be amended only by a written instrument signed by authorized representatives of the Parties hereto.

**19. Term and Termination.**

a. The term of this Agreement shall be effective on the date of full execution by the Parties ("Effective Date") until December 30, 2024, unless renewed by mutually written agreement of the Parties. This Agreement may be renewed based upon mutual written agreement of the Parties for one (1) renewal period of two (2) years.

b. This Agreement may be terminated in whole or in part in writing by either Party; provided the non-terminating Party is given: (1) not less than ninety (90) calendar days written notice of intent to terminate, and (2) an opportunity for consultation prior to termination.

c. For any Project which is active at the time of notice of termination of this Agreement, the Parties agree that they shall take the following actions:

- (i) Promptly discontinue all affected work (unless the notice directs otherwise), and
- (ii) Deliver or otherwise make available all data, drawings, specifications, reports, estimates, summaries, accounting, and such other information and materials as may have accumulated by the non-terminating Party in performing this Agreement, whether completed or in process.
- (iii) Provide an equitable adjustment to provide for payment of all services, materials and costs actually performed, incurred or rendered up to the termination date, and also including prior written contractual commitments incurred by the non-terminating Party up to the date of such notice of termination, in accordance with the Task Authorization for the specific Sewer Project.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement on the date first above written.

**Jacksonville Transportation Authority**

**JEA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Form Approved:

Form Approved:

\_\_\_\_\_  
JTA Legal Counsel

  
\_\_\_\_\_  
Chief Legal Officer, JEA

**Exhibit A****JEA/JTA Potential Joint Project List**

<b>Item No.</b>	<b>Project Name</b>	<b>Owner</b>
1	completion of San Pablo	JTA
2	completion of Alta Dr.	JTA

<b>Projects</b>	<b><u>FY 24 - Total</u></b>
completion of ongoing San Pablo	\$750,000.00
completion of ongoing Alta Dr.	\$750,000.00
<b>Total</b>	<b>\$1,500,000.00</b>

**Exhibit B-1 (RFP)**  
Attachment to Utility Agreement  
(JEA & JTA)

JEA requests JTA to include the following utility work in the RFP for the design of JTA project marked below. Information on the requested Utility work is hereby provided for this project phase.

Reference Utilities Agreement JTA/JEA dated \_\_\_\_\_

Project Name:

Roadway Project Description:

Project Phase:       Planning       Design       Permits       Right-of-Way

Utility Works Required: (Attach additional details or plans by JEA.)

- 1. Potable Water Line: Size - \_\_\_\_\_ Limits - \_\_\_\_\_  
Estimated Cost: \_\_\_\_\_
- 2. Re-use Water Line Size - \_\_\_\_\_ Limits - \_\_\_\_\_  
Estimated Cost: \_\_\_\_\_
- 3. Sewer Line: Size - \_\_\_\_\_ Limits - \_\_\_\_\_  
Estimated Cost: \_\_\_\_\_
- 4. Underground Power Distribution: Type - \_\_\_\_\_  
Estimated Cost: \_\_\_\_\_
- 5. Overhead Power Distribution Relocations:  
Estimated Cost: \_\_\_\_\_
- 6. Other JEA Utility:  
Estimated Cost: \_\_\_\_\_

All of the foregoing as described in attached JEA documents.

Total Estimated Cost: \_\_\_\_\_

Authorized:

Name \_\_\_\_\_  
Requested by JEA Representative

Signature \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved by JEA

\_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Reviewed by JTA representative

**Exhibit B-2 (RFB)**

Attachment to Utility Agreement (JEA & JTA)

JEA requests JTA to include the following utility work in the RFB for the construction of JTA project marked below. Information on the requested Utility work is hereby provided for this project phase.

Reference Utilities Agreement JTA/JEA dated \_\_\_\_\_

Project Name:

Bid No.:

Roadway Project Description:

Project Phase:  Construction

Utility Works Required: (Attach detailed plans specifications and quantities to this sheet.)

- 1. Potable Water Line: Size - Limits -  
Estimated Cost:
- 2. Re-use Water Line Size - Limits -  
Estimated Cost:
- 3. Sewer Line: Size - Limits -  
Estimated Cost:
- 4. Underground Power Distribution: Type -  
Estimated Cost:
- 5. Overhead Power Distribution Relocations:  
Estimated Cost:
- 6. Other JEA Utility:  
Estimated Cost:

All of the foregoing as described in plans and specifications Reference No. \_\_\_\_\_ attached here.

Dated: \_\_\_\_\_

Total Estimated Cost: \_\_\_\_\_

Authorized:

Name \_\_\_\_\_  
Requested by JEA Representative

Signature \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved by JEA

\_\_\_\_\_  
Reviewed by JTA representative Title: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT C

### JEA Insurance & Indemnification Requirements

#### INSURANCE REQUIREMENTS

Before starting and until acceptance of the Work by JTA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

##### Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

##### Commercial General Liability

Premises-Operation,s Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

##### Automobile Liability

All autos-owned , hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

##### Excess or Umbrella Liability

**(This is additional coverage and Limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability);** Insurance Limits: \$3,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete . The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JTA and JEA as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JTA and JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JTA and JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JTA and JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JTA for approval.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by JTA and JEA.

Company shall submit subcontractors' Certificates of Insurance to JTA prior to allowing subcontractors to perform Work on JEA's job sites. Any subcontractors utilized by the Company shall be required to procure and maintain the same insurance required of the Company, as stated herein, during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company.

## **INDEMNIFICATION AND RISK OF LOSS**

### **INDEMNIFICATION (JEA STANDARD)**

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JTA and JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. For purposes of this Indemnification, the term "JTA" shall mean JTA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns.

This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract. It is the intent of the parties that this indemnification shall be in accord with Section 725.06(2), Florida Statutes.



## Award #6 11/09/2023 Supporting Documents

	Task Order Name	Scope of Service(s)	Name of backup document in Zycus	Current CPA Balance	Additional Funding Request or New Request	New CPA Balance
TO P1	Program Management Services Subprogram			1,914,140		1,914,140
TO P2	Program Startup			1,052,756		1,052,756
TO P3	Owners rep services - MarshWagner			1,527,384		1,527,384
TO S1	SIPS Subprogram - Phase 1 Services			995,427		995,427
TO S2	SIPS Subprogram Startup			433,901		433,901
TO S3	SIPS - Deerwood - Southside Blvd. Intertie to Deerwood III WTP Pipeline			3,766,973		3,766,973
TO L1	LDP Subprogram - Phase 1 Services			455,563		455,563
TO L2	LDP Subprogram Startup			269,143		269,143
TO L3	South Shores Sub-Aqueous Force Main Rehabilitation Project			617,241		617,241
TO L4	Emergency Repair-Buckman St 42" Trunk Sewer-S - JPM			3,022,203		3,022,203
TO L5	LDP-Martin Luther King: Fairfax to Brentwood Water Main Replacement			95,012		95,012
TO W1	Wellfield Rehabilitation Subprogram	Subprogram management services, well siting & Real Estate coordination, permitting & regulatory agency coordination, etc...	Erik Svenson W1 (e-mail)	3,028,076	1,099,484	4,127,560
TO W2	Wellfield Rehabilitation Subprogram Startup			244,200		244,200
TO W3	FY20 Well Rehab			2,748,448		2,748,448
TO W4	FY20 Pump Procurement & Installation			481,809		481,809
TO W5	FY21 Well Rehab			2,667,854		2,667,854
TO W7	FY21 Well Rehabilitation Services			1,847,533		1,847,533
TO W8	FY22 Well Rehabilitation Services			2,936,451		2,936,451
TO DES	Business Strategy Services in support of DES Phase 1 & 2			209,168		209,168
TO P7	Hogan's Creek Chilled Water Distribution Expansion			11,501,876		11,501,876
TO W9	Ponce De Leon W1			1,754,627		1,754,627
TO W10	FY23 Well Rehabilitation Services			3,569,213		3,569,213
TO P9	Chilled Water Engineering Analysis and Conceptual Design			354,767		354,767
TO PA	Hogan's Creek DES - Shipyards Distribution Expansion	Engineering and Construction in FY24 and 25	Mike Sulayman (e-mail)	995,393	5,839,000	6,834,393
TO PB	Laura St Trio DES Expansion	Engineering and Construction in FY24 and 25	Mike Sulayman (e-mail)	300,000	4,092,926	4,392,926
TO W12	FY24 Well Rehabilitation Services	FY24 Well Rehab projects	Task Order W12		2,578,210	2,578,210
				<b>46,789,158</b>	<b>13,609,620</b>	<b>60,398,778</b>

# Award #7 11/09/2023 Supporting Documents

Appendix B - Bid Forms  
1411398646 – NGS Intake Flume Repairs

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

Company Name: Underwater Mechanix Services, LLC

Company's Address: 1004 Eastport Road, Jacksonville, FL 32218

License Number: CGC1527725

Phone Number: (904) 503-2191 FAX No: (904) 213-5266 Email Address: esummers@uwmechanix.com

<b>BID SECURITY REQUIREMENTS</b> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Certified Check or Bond Five Percent (5%)	<b>TERM OF CONTRACT</b> <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Term - Five (5) Years w/Two (2) – 1Yr Renewals <input checked="" type="checkbox"/> Other, Specify - Project Completion
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<b>SAMPLE REQUIREMENTS</b> <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	<b>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</b> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Bond required 100% of Bid Award
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<b>QUANTITIES</b> <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.	<b>INSURANCE REQUIREMENTS</b> <p style="text-align: center;"><b>Insurance required</b></p>
--	---

**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 from the Appendix B Bid Workbook	\$ 3,743,451.17
2	Supplemental Work Authorization (10% of Line 1)	\$ 374,345.12
3	Total Bid Price (Sum of Lines 1-3)	\$ 4,117,796.29

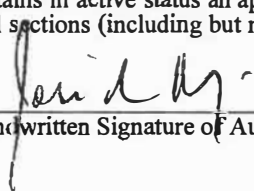
I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

**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 4

  
 Handwritten Signature of Authorized Officer of Company or Agent

28SEP23  
Date

José R. Deliz PE, Sr. Project Manager (by Direction)  
 Printed Name and Title

## Award #7 11/09/2023 Supporting Documents

Solicitation 1411398646 - <b>ADDENDUM 3</b> BID FORM: The Contractor shall provide a lump sum price for the repair of existing concrete walls, beams, and fish trough supports per the technical specifications. This bid shall assume the total quantities of materials given below and shall be broken down by the below work items:		
Item Description - Enter prices in yellow cells, enter duration in days in blue cells	Bid Price	Bid Unit
<b>Unit 1 Intake (1A and 1B)</b>		
Mobilization	\$ 73,482.62	LS
Intake Gate Installation and Dewatering	\$ 118,037.57	LS
Concrete Repair / Coating [60 ft <sup>3</sup> concrete, (4) 15-ft #10 <b>ASTM #9</b> reinforcing bars]	\$ 171,541.37	LS
Stop Gate Channel Replacements (4 channels)	\$ 236,233.90	LS
Unit 1 Intake Restoration and Demobilization	\$ 19,178.61	LS
Estimated schedule (workdays):	42	Days
<b>Unit 2 Intake (2A and 2B)</b>		
Mobilization	\$ 73,482.25	LS
Intake Gate Installation and Dewatering	\$ 123,402.92	LS
Concrete Repair / Coating [60 ft <sup>3</sup> concrete, (4) 15-ft #10 <b>ASTM #9</b> reinforcing bars]	\$ 170,648.96	LS
<del>Stop Gate Channel Replacements (4 channels)</del> Removed from Scope	\$ 246,971.80	LS
Unit 2 Intake Restoration and Demobilization	\$ 19,178.61	LS
Estimated schedule (workdays):	Unit 2 Adjusted - \$386,712.74	28 Days
<b>Unit 3 Intake (3A, 3B, 3C and 3D)</b>		
Mobilization	\$ 146,965.25	LS
Intake Gate Installation and Dewatering	\$ 218,153.93	LS
Concrete Repair / Coating [120 ft <sup>3</sup> concrete, (8) 15-ft #10 <b>ASTM #9</b> reinforcing bars]	\$ 367,195.25	LS
Stop Gate Channel Replacements (8 channels)	\$ 463,631.47	LS
Unit 3 Intake Restoration and Demobilization	\$ 19,178.61	LS
Estimated schedule (workdays):	28	Days
<b>Intake and Discharge Structure Beams / Fish Trough Supports</b>		
Mobilization	\$ 36,741.31	LS
Concrete Repair / Coating [550 ft <sup>3</sup> concrete, (55) 15-ft #10 <b>ASTM #9</b> reinforcing bars]	\$ 981,856.27	LS
Replace Fish Trough Supports (steel or fiberglass supports)	\$ 228,741.62	LS
Restoration and Demobilization	\$ 28,828.48	LS
Estimated schedule (workdays): <b>concurrent with intake repairs and channel install</b>	115	Days
<b>Total Bid Price (Sum of Above Items - Enter This Amount on the Bid Form Page 1)</b>	<b>\$ 3,743,451.17</b>	<b>SubTotal</b>
<b>Additions / Deductions</b>		
Concrete Repair / Coating per ft <sup>3</sup>	\$ 2,180.00	ft <sup>3</sup>
#10 <b>ASTM #9</b> Reinforcing Bars per 15-ft	\$ 10.00	15-ft
Unit 1 Intake (1A and 1B) Labor / Equipment / Support per Workday	\$ 9,800.00	Workday
Unit 2 Intake (2A and 2B) Labor / Equipment / Support per Workday	\$ 9,800.00	Workday
Unit 3 Intake (3A, 3B, 3C and 3D) Labor / Equipment / Support per Workday	\$ 9,800.00	Workday
Intake and Discharge Structure Beams Labor / Equipment / Support per Workday	\$ 9,800.00	Workday

Consideration for an Economy Outage:

UMX can purchase long-lead items in advance of receiving PO modifications for work on Units 2 and 1, namely stainless steel channels and round bar, which would mitigate schedule risk if authorized to make these purchases in advance:

Unit 2 stainless steel: \$42,250.00

Unit 1 stainless steel: \$42,250.00

This material would be delivered to the designated staging area at the JEA plant.

**PROPOSAL ABOVE BASED ON INSTALLATION OF ALL 4 TEMPORARY STOP GATES AT UNIT 3 AND WORK ON ALL 4 INTAKES FLUMES SIMULTANEOUSLY.**

**PER TELECONFERENCE 27SEP23, OUTAGE SCHEDULE IS REVISED AS FOLLOWS:  
 UNIT 3 WILL BECOME AVAILABLE NOVEMBER 23, 2023, FOR A PERIOD OF 28 DAYS  
 UNIT 2 WILL BECOME AVAILABLE OCTOBER, 2024, FOR A PERIOD OF 28 DAYS  
 UNIT 1 WILL BECOME AVAILABLE APRIL, 2025, FOR A PERIOD OF 28 DAYS**

# Award #7 11/09/2023 Supporting Documents

Appendix B - Bid Forms  
1411398646 – NGS Intake Flume Repairs

## LIST OF SUBCONTRACTORS

JEA Solicitation Number 1411398646 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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NONE USED

Signed: Eric Summers



Company: Underwater Mechanix

Address: 1004 Eastport Road, Jacksonville FL

Date: 9-26-2023

9-26-2023

# Award #7 11/09/2023 Supporting Documents

Appendix B - Bid Forms  
1411398646 – NGS Intake Flume Repairs

## 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 - \_\_\_\_\_. 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

NONE USED

Signed: Eric Summers 

Company: Underwater Mechanix

Address: 1004 Eastport Road, Jacksonville FL

Date: 9-26-2023

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



**CONFLICT OF INTEREST DISCLOSURE FORM**

Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest, and they are detected by JEA, vendor may be **disqualified** from doing business with JEA.

Questions about this form? Contact (JEA, Buyer)

JEA Bid/Solicitation/Contract Number: 1411398646	Name of JEA Employee(s) Working on Vendor's Current Contract(s) with JEA: 0
Vendor Name: Underwater Mechanics Services, LLC	Vendor Phone: (904) 503-2191
Vendor's Authorized Representative Name and Title: Eric Summers, Manager	Authorized Representative's Phone: (904) 382-6457
<b>NAME(S) OF JEA EMPLOYEE(S) / PUBLIC OFFICER(S) WITH POTENTIAL CONFLICT OF INTEREST</b>	
Name of JEA public officer(s), employee(s), or relatives with whom there may be a potential conflict of interest. If more than five, attach a second form.	Relationship of JEA public officer(s)/employee(s) and/or relative(s) to vendor's company from list above (e.g. 1(a), 2, etc.). Please list all that apply:
1.	
2.	
3.	
4.	
5.	
<input checked="" type="checkbox"/> Vendor has no conflict of interest to report.  <input checked="" type="checkbox"/> Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any JEA officer or employee to obtain or maintain a contract.  <input checked="" type="checkbox"/> I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor.	
Vendor's Authorized Representative Signature: 	Date: 9-26-2023

# Award #7 11/09/2023 Supporting Documents

Appendix B - Bid Forms  
1411398646 – NGS Intake Flume Repairs

FOR JEA USE ONLY IF CONFLICT NOTED

This form has been reviewed by:

Name of JEA Ethics Officer:	Signature:	Date:
Note:		





**JEA Awards Agenda**

**October 5, 2023**

[Teams Meeting Info](#)

**Consent Agenda**

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

1	Minutes	Minutes from 09/28/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	<b>IFB</b>	<b>1411347046 - RiverTown Reclaim Water Booster Pump Station</b>	<b>Melendez</b>	<b>Ferreira Construction Co., Inc. dba Ferreira Construction Southern Division, Inc.</b>	<b>Capital</b>	<b>\$2,337,029.00</b>	<b>N/A</b>	<b>\$2,337,029.00</b>	N/A	Project Completion (Expected: August 2025)	RZ Service Group (Material & Misc Work) 5%
	<p>Advertised: 08/03/2023                      Bid Opening: 09/26/2023                      Two (2) Bids Received                      For additional information contact: Lynn Rix</p> <p>The scope of work for this Solicitation includes fabrication and installation of a pre-fabricated reclaim water booster pump station adjacent to the RiverTown Water Treatment Plant to boost the pressure in the reclaim water system in JEA's service area of northwest St. Johns County.</p> <p>At the bid opening, JEA received two (2) Bids. Other potential bidders cited substantial workloads for not participating. The Award amount includes an alternate bid item for extended warranty of \$22,061.00. Ferreira Construction Co., Inc. dba Ferreira Construction Southern Division, Inc. is the lowest responsive and responsible Bidder and is 2% lower than the business unit estimate and deemed reasonable. A copy of the Bid Form and Workbook are attached for reference.</p>										
3	<b>IFB</b>	<b>1411375846 - NGS Modified Phase 2 Sediment Remedy Corrective Measures</b>	<b>Young</b>	<b>Action Environmental, LLC</b>	<b>O&amp;M</b>	<b>\$869,718.75</b>	<b>N/A</b>	<b>\$869,718.75</b>	N/A	Project Completion (Expected: January 2024)	N
	<p>Advertised: 08/10/2023                      Bid Opening: 09/26/2023                      Two (2) Bids Received                      For additional information contact: David King</p> <p>The scope of this project is for contractor to excavate and backfill contaminated sediments from a drainage ditch located at Northside Generating Station's former chemical waste surface impoundment area as part of a Florida Department of Environmental Protection Resource Conservation and Recovery Act Consent Order. The contractor will also be responsible for installing a soil cap and restoring an existing access road.</p> <p>At bid opening, JEA received two (2) Bids. Other potential bidders cited project site complexities and their current project load for not participating. The bid amount was 25% over the business estimate. The estimate was issued in January 2023 and had not been revised to account for current market conditions. Additionally, the estimate did not include the 20% SWA requested on the bid. Based on the original estimate it should have included an additional \$130,000.00. Including that amount, the bid amount would have been 10% over the estimate. Also, quantities of several line items were increased via addendum, which were not accounted for in the business unit estimate. The bid was deemed reasonable. Action Environmental, LLC is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached for reference.</p>										
4	<b>Contract Amendment/Ratification</b>	<b>1410379466-21 JEA LIGHT AND MEDIUM DUTY VEHICLE PROCUREMENT ACQUISITION</b>	<b>McElroy</b>	<b>Duval Ford</b>	<b>FY24 Capital Purchase</b>	<b>\$927,109.54</b>	<b>\$3,264,858.00</b>	<b>\$6,687,461.22</b>	6/30/2022 -\$14,500.00 1/12/2023 \$2,509,993.68	One-time purchase, Expected delivery 03/31/2024	N
	<p>Original Award: 09/30/2021                      For additional Information Contact: Eddie Bayouth</p> <p>The purpose of this contract increase/ratification is to add seven vehicles to the Medium Duty Vehicle purchase. Six (6) of the vehicles are for Water replacement and one (1) vehicle is for Electric replacement.</p> <p>General Truck (the upfitter) had seven (7) pool chassis available for upfitting. Duval Ford informed JEA of the availability of the chassis and that the completed builds for these seven (7) trucks would be available by 03/31/2024. The immediate availability gives Fleet much needed replacement vehicles as it is still waiting for FY22 and FY23 Superduty trucks. The ratification was done to secure the chassis, and issue a purchase order to Duval Ford.</p> <p>The truck showing the largest increase in price was last bought in FY21 and which will have a 27.5% annualized increase from FY21 to FY24, which is in line with the price increases we have seen. In light of the fact that JEA will receive these vehicles by the end of Q2, FY24 and that the price increases are in line with the price increases JEA has seen in the last three years, the purchase prices are deemed justifiable.</p>										
5	<b>Invitation for Bid (IFB)</b>	<b>1411412246 - MDV Ford Super Duty Trucks</b>	<b>McElroy</b>	<b>Duval Ford Garber Ford, Inc. Bozard Ford Company</b>	<b>FY24 Capital Purchase</b>	<b>\$4,873,443.73</b> <b>\$131,091.10</b> <b>\$74,996.00</b>	<b>NA</b>	<b>\$5,079,530.83</b>	NA	One-time purchase, Expected delivery 03/31/2025	N
	<p>Advertised: 09/06/2023                      Responses Opened 09/19/2023,                      Four (4) Responses Received                      For additional information: Eddie Bayouth</p> <p>The purpose of this Invitation for Bid (the "IFB") is to purchase forty-one (41) Superduty trucks for JEA fleet. Twenty-two (22) of the vehicles are for Water replacement, eight (8) are for Water expansion, ten (10) are for Electric replacement and one (1) is for Electric expansion.</p> <p>The price difference between lowest bidder and second lowest bidder for this solicitation was only \$40,261.74 or less than 1%, making a very competitive bid. Three (3) of the four (4) bidders are being awarded at least one (1) truck. Because of the similarity in prices received, the purchase prices are deemed justifiable.</p> <p>Ford's order bank for Superduty trucks was open and JEA Fleet wanted to ensure JEA could take advantage of its allocations. Although competitively bid, the entire amount is a ratification due to after the bid and analysis, it was deemed to be in JEA's best interest to issue Purchase Orders for the work prior to awards approval to allow vendors to lock in purchases with the OEM prior to any order banks closing.</p>										

# Award #7 11/09/2023 Supporting Documents

	RFP	1411398646 - NGS Flume Intake / Discharge Repairs	Melendez	Premier Corrosion Protection Services, Inc. Underwater Mechanix Services, LLC	Capital	\$811,965.00 \$1,275,880.74	N/A	N/A			
6	<p>Originally Awarded 08/24/2023 For Additional Information Contact: Rodney Lovgren</p> <p>1411398646 This RFP is for the Northside Generating Station, Flume Intake / Discharge structure for Units 1, 2 and 3 concrete repair work. The scope of work is separated into four different scopes; one for each unit outage dependent timing per unit, and one separate scope for general intake / discharge structure repairs (which can be completed during the outage operations).</p> <p>Responses were evaluated 100% on price and ability to meet the outage requirements. As such JEA is awarding two (2) contracts. First to Underwater Mechanix for Unit 3 repairs which will start November, 2023 (the only contractor that can meet the repair window).</p> <p>A second contract is being awarded to Premier Corrosion Protection Services for the intake / discharge structure repairs.</p> <p>Unit 1 and 2 repair scopes are planned for the October 2024 (FY25) outage season and may be awarded as change order under the existing contract(s), or may be solicited separately with updated revised scopes, if JEA finds the extent of work required is more extensive than originally bid.</p>								N/A	Project Completion	N

### Consent Agenda Action

Committee Members in Attendance	Names	Ted Phillips, Laura Schepis, David Emanuel
Motion by:	Laura Schepis	
Second By:	David Emanuel	
Committee Decision	Approved	

### Consent Agenda Signatures

Budget	Name/Title	<u>Stephanie M Kealy</u> Manager, CBP
Awards Chairman	Name/Title	<u>Theodore B Phillips</u> CFO
Procurement	Name/Title	<u>JEMcLoth</u>
Legal	Name/Title	<u>Rebecca Lavis</u>