Welcome to the JEA Awards Meeting

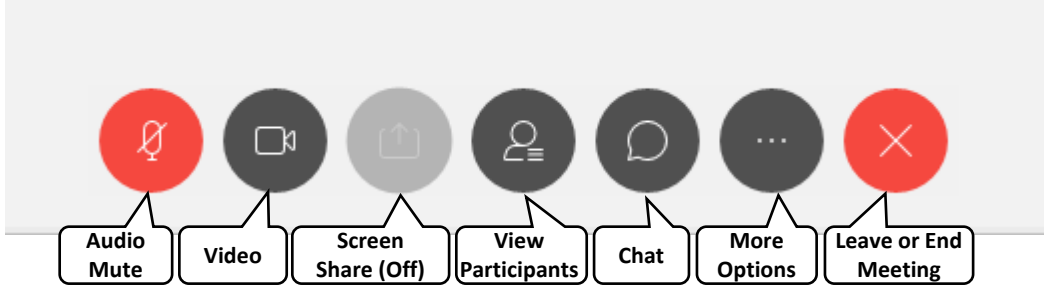
You have been joined to the meeting with your **audio muted** by default.

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

During the meeting, interested persons can also email Lynn Rix at rixlw@jea.com to submit public comments to be read during the meeting regarding any matter on the agenda for consideration. Public comments by e-mail must be received no later than 9:00 a.m. to be read during the public comment portion of the meeting.

Please contact Lynn Rix by telephone at (904) 665-8621 or by email at rixlw@jea.com if you experience any technical difficulties during the meeting.

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



AWARDS COMMITTEE
AGENDA

DATE: **Thursday, May 19, 2022**

TIME: **10:00 A.M.**

PLACE: **JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL32202**
OR
WebEx/Teleconference
WebEx Meeting Number (access code): 2309 526 2709
WebEx Password: cQMmJPHA823

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (05/12/2022).

2. Request approval to award a contract increase to Transformer Maintenance & Service, Inc. for painting services in the amount of $488,055.00, for a new total not-to-exceed amount of $1,517,430.00, subject to the availability of lawfully appropriated funds.

3. Request approval to award a contract increase to Mayo Clinic Florida for Covid-19 workplace/return-to-work testing for JEA Employees in the amount of $130,680.00, for a new not-to-exceed amount of $430,680.00, subject to the availability of lawfully appropriated funds.

4. Request approval for a two (2) year renewal award to Trusted Hand Services, Inc. for Facilities Janitorial Services – Open Market for Downtown, Service Centers and other Sites in the amount of $1,021,956.33, with a new not-to-exceed amount of $2,195,569.73, subject to the availability of lawfully appropriated funds.

5. 1410583446 – Request approval to award a contract to Register Roofing and Sheet Metal, Inc. for Facilities Roofing Repair and Installation Services in the amount of $1,264,064.48, subject to the availability of lawfully appropriated funds.

6. 1410542646 – Request approval to award a contract to Underwater Mechanix Services LLC, for engineering services for the Circuit 853/822 Lattice Tower 39 foundation repair, in the amount of $169,795.38, subject to the availability of lawfully appropriated funds.

7. Request approval to award payment to Florida Department of Transportation for US1 (Philips Hwy) Baymeadows Rd to Univ. Blvd Utility Replacement project in the amount of $2,117,766.00, subject to the availability of lawfully appropriated funds.

8. Request approval to award a single sourced contract to Chanute Manufacturing for feedwater heater bundles for Brandy Branch Units 2 and 3 in the amount of $ $3,236,774.00, subject to the availability of lawfully appropriated funds.

9. Request approval of a contract Termination for Default for JEA Contract No. 194522 with DB Civil Construction, LLC.

Informational Items: N/A

Open Discussion: N/A

Public Notice: N/A

General Business: N/A

SPECIAL NOTES: Copies of the above items are available in JEA Procurement, if needed for review. If a person decides to appeal any decision made by the Awards Committee, with respect to any matter considered at this meeting, that person will need a record of the proceedings, and, for such purpose, needs to ensure that a verbatim record of the proceedings is made, which record includes the evidence and testimony upon which the appeal is to be based. If you have a disability that requires reasonable accommodations to participate in the above meeting, please call 665-8625 by 8:30 a.m. the day before the meeting and we will provide reasonable assistance for you.

05-19-2022 Awards Committee

	Type of Award	Business Unit	Estimated/ Budgeted Amount	Amount	Awardee	Term	Summary
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 05/12/2022 meeting.
2	CONTRACT INCREASE	McElroy	$488,055.00	$488,055.00	TRANSFORMER MAINTENANCE & SERVICE INC	Three (3) Years	**JEA Investment Recovery Painting Program Contract Increase** Competitively bid and approved by the Awards Committee on 10/31/2019 to Transformer Maintenance & Service, Inc. in the amount of $1,029,375.00. The original award has been attached as back-up. This request is to add $488,055.00 to cover forecasted requirements for the duration of the contract term, which expires on November 14, 2022. The JEA Investment Recovery Painting Program has been a great success for JEA, JEA's customer base, and visitors to the JEA service territory. The program requirements are driven by customers who want to improve the appearance of our transformers, switch cabinets, and ornamental streetlights in their neighborhoods. The painting program also gives back two-fold in that it also prolongs the life expectancy of the items repaired by preventing premature failure due to corrosion. The driver of the requested contract increase is due to the Investment Recovery team receiving more work orders this year than in the previous eighteen (18) months, and more than planned in the original solicitation. The increased usage had been identified for some time; however, the currently billing and work order reconciliation practices has caused delays, in which JEA has $189,000.00 in unbilled work where the majority ($187,940.00) is a ratification. In an effort to streamline the billing process and ensure future billing is aligned with contractual NTE value, the Investment Recovery team is working with the vendor to implement a new process. Based on the spend over the past seven (7) months of approximately $50,000 per month, the award amount was calculated by estimating $300,115.00 through mid-November, in addition to the $187,940.00 noted previously. It should be noted that the new billing process will be incorporated in the future solicitation, in which JEA plans to rebid in the coming months. Request approval to award a contract increase to Transformer Maintenance & Service, Inc. for painting services in the amount of

05-19-2022 Awards Committee

							$488,055.00, for a new total not-to-exceed amount of $1,517,430.00, subject to the availability of lawfully appropriated funds.
3	CONTRACT INCREASE	Emanuel	N/A	$130,680.00	MAYO CLINIC FLORIDA	Project Completion (Expected: 04/31/2023)	**COVID-19 Workplace/Return-to-Work Testing for JEA Employees** JEA is seeking proposals from qualified firms for COVID-19 workplace/return-to-work testing for the employees of JEA. As of the RFP release date, we have had 55 confirmed cases of JEA employees who needed to be re-tested to return to work following the Centers for Disease Control and Prevention (CDC) guidelines. The number of employees who test positive will determine the number of return-to-work tests needed moving forward. There is an urgent need that essential workers have access to fast and efficient workplace/return to work testing that will enable their work to continue safely and effectively in accordance with the CDC guidelines. Informally bid and awarded on November 2, 2020, in the amount of $190,000.00 to the Mayo Clinic Florida. An initial administrative increase was completed in the amount of $50,000.00 on 07/28/2021 and a second administrative increase in the amount of $60,000.00 was completed on 10/13/2021. A copy of the informal intent to award email is attached as backup. The contract has reached the informal threshold limit and the decision was made to request a formal contract increase. Due to the uncertain nature of the pandemic and subsequent variants it was deemed in JEA's best interest to continue to receive these services from the Mayo Clinic for an additional eleven (11) months. The monthly invoice amounts vary but the FY22 average is $11,880.00 per month, or $130,680.00 for the next eleven (11) months. Pricing has remained fixed at $145.00 per test and will continue through the contract term. Request approval to award a contract increase to Mayo Clinic Florida for Covid-19 workplace/return-to-work testing for JEA Employees in the amount of $130,680.00, for a new not-to-exceed amount of $430,680.00, subject to the availability of lawfully appropriated funds.
4	RENEWAL	McElroy	$1,173,613.40	$1,021,956.33	TRUSTED HAND SERVICE, INC.	One (1) Year w/Two (2) - One (1) Yr. Renewals	**Facilities Janitorial Service – Open Market for Downtown, Service Centers and other Sites** The purpose of this Request for Proposals (this "RFP") is to evaluate and select a firm ("Company" or "Proposer") to provide the following Janitorial Services to JEA at the following locations (collectively, the "Work" or "Services"): • Janitorial Services for the Downtown facilities listed in Appendix B - Proposal Workbook. JEA owns the following buildings in the Downtown area: JEA Tower (Plaza I),

05-19-2022 Awards Committee

							Customer Center (Plaza II), Adair Building (Plaza III) and Motor Pool. • Janitorial Services for JEA's Service Centers, and other specific additional facilities including Wellness Centers identified in Appendix B - Proposal Workbook. JEA owns sites primarily in Duval County, with some additional sites in Clay, Nassau, and St Johns Counties. The budget estimate was based on the existing annual allowance under this contract. Over the past months, several business changes have influenced the decision to reduce the overall contract services, one being the occupancy of the new Headquarters anticipated in September of 2022. This will allow for a reduction in regular cleaning services for the Downtown complex, as janitorial services are included in the new lease agreement. In addition, and in alignment with CDC protocols, the majority of Covid-19 cleaning protocols were suspended by JEA effective April 21, 2022, except for CC-1 Customer Service lobby. These changes combined will provide a reduction in costs of $664,632.69 annually. Storm support for Downtown was left in place as precautionary measure in support of any needs during a storm. Additions to the contract include cleaning services for the new Training Center located at Berlin road, expected to be completed in April 2023. Request approval for a two (2) year renewal award to Trusted Hand Services, Inc. for Facilities Janitorial Services – Open Market for Downtown, Service Centers and other Sites in the amount of $1,021,956.33, with a new not-to-exceed amount of $2,195,569.73, subject to the availability of lawfully appropriated funds.
5	REQUEST FOR PROPOSALS (RFP) 3 Proposals	McElroy	$1,000,000.00	$1,264,064.48	REGISTER ROOFING & SHEET METAL INC.	One (1) Year w/Three (3) – One (1) Yr. Renewals	**Facilities Roofing Repair and Installation Services** JEA owns approximately 1,814 structures requiring roof maintenance, primarily in Duval, Clay, Nassau, and St. Johns Counties. The purpose of this solicitation is to establish pricing for the following roofing services: installation, repair, insulation and sheet metal flashing. The award amount is approximately twenty-eight percent (26%) higher than the budget estimate. The award amount was calculated by using the annual average spend over the last three years for O&M services, and it includes an allowance for the overall rate increase reflected in the current bid submission. The Capital portion of the award amount is closely aligned to actual annual usage and mirrors the approved Capital budget. When comparing the rates of the current contract to the new contract, there was approximately a twelve percent (12%) normalized increase in rates, which has been attributed to material and labor price increases. In addition, there was an approximate twenty-seven percent (27%) increase due to services added to the workbook to establish unit

05-19-2022 Awards Committee

							prices for work not referenced under the current contract workbook. It should be noted that the contract is being awarded to the incumbent and that the rates remained the same during their last six-year contract term, so the increase in rates are deemed reasonable. No additional funding for FY22 is required at this time, and the additional funds required for FY23 have been identified using an existing line item. Request approval to award a contract to Register Roofing and Sheet Metal, Inc. for Facilities Roofing Repair and Installation Services in the amount of $1,264,064.48, subject to the availability of lawfully appropriated funds.
6	REQUEST FOR PROPOSAL (RFP) 3 Proposals	Erixton	$1,800,000.00	$169,795.38	UNDERWATER MECHANIX SERVICES LLC	Project Completion (Expected: 7/31/2023)	**Circuit 853 / 822 Tower 39, foundation rehabilitation** The purpose of this Request for Proposals (this "RFP") is to evaluate and select a vendor that can provide Design-Build Services for Circuits 853/822 Tower 39 Foundation Rehabilitation (collectively, the "Work" or "Services"). The scope of work for this project includes architectural, engineering, and contractor services which will be competitively sourced as a single team through this solicitation process. The selected team will create a 10% drawing (plan), to be approved by all stakeholders. The 30%, 60%, 90% and 100% design documents will then be created, with stakeholder review at each phase. The required construction documents will be subject to review and approval by the JEA Engineering team. 1410542646 – Request approval to award a contract to Underwater Mechanix Services LLC for engineering services for the Circuit 853/822 Lattice Tower 39 foundation repair in the amount of $169,795.38, subject to the availability of lawfully appropriated funds.
7	JOINT PROJECT	Vu	$2,150,000.00	$2,117,766.00	FLORIDA DEPT OF TRANSPORTATION	Project Completion (Estimated: September 2024)	**US1 (Philips Hwy) Baymeadows Rd to Univ. Blvd Utility Replacement** The Florida Department of Transportation (FDOT) Contractor will replace both force mains and water mains under the project. The FDOT contractor will remove and replace approximately 975 LF of 6-inch diameter PVC sewer force main, and will remove and replace approximately 1900 LF of 12-inch water main and 1350 LF of 16-inch water main with ductile iron pipe. This project is for replacement of existing sewer force main and water mains that conflict with new storm sewer being installed as part of the FDOT road widening and reconstruction project. JEA's utility construction work will be included with FDOT's bid and constructed by FDOT's contractor via the terms of the existing JEA/FDOT Master Agreement. By doing so, roadway restoration costs will be minimized. Per the terms of the master agreement, JEA is prepaying FDOT for the estimated value of the construction work. If

05-19-2022 Awards Committee

							after bidding the prepaid amount is more than the construction costs, JEA will request a refund. Since this is an estimated payment the payment matches the JEA estimate, which is attached for reference. The water portion of the project is $1,647,646.00 and the sewer portion is $470,120.00. Request approval to award payment to Florida Department of Transportation for US1 (Philips Hwy) Baymeadows Rd to Univ. Blvd Utility Replacement project in the amount of $2,117,766.00, subject to the availability of lawfully appropriated funds.
8	SINGLE SOURCE	Erixton	$3,236,774.00	$3,236,774.00	OPTIMUS INDUSTRIES LLC (DBA - CHANUTE MANUFACTURING COMPANY)	Project Completion (estimated 05/31/2023)	**BBGS Units 2 & 3 Feedwater Heater Replacement Project.** JEA's Brandy Branch Generating Station's gas turbine Units 2 and 3 feedwater heater bundles are at the end of life after eighteen (18) years of operation. Each gas combustion turbine unit has a heat regenerating steam generator (HRSG), and each HRSG has three (3) feedwater heater bundles. The HSRG is built into the exhaust system of each combustion turbine and transfers exhaust heat energy into the HRSG to generate steam to power the combined cycle steam driven turbine unit for additional electrical generation. Request approval to award a single sourced contract to Chanute Manufacturing for feedwater heater bundles for Brandy Branch Units 2 and 3 in the amount of $ $3,236,774.00, subject to the availability of lawfully appropriated funds.
9	CONTRACT TERMINATION	Vu	N/A	N/A	DB CIVIL CONSTRUCTION, LLC	N/A	**Ponte Vedra Blvd 6-inch CI Water Main Replacement** DB Civil Construction, LLC was awarded this contract through JEA's competitive procurement process on 12/17/2020. On 01/21/2021, JEA administratively reduced the contract by $313,703.00 due to a reduction in the scope of work. On 02/15/2022, JEA increased the contract by $87,774.73 for additional milling work. The original award is attached for reference. Substantial completion for this project was scheduled to be on 10/29/2021, with final completion on 11/28/2021. On 04/21/2022, JEA sent a notice to cure letter to DB Civil Construction, LLC asking for a written plan for completion of the work. DB Civil Construction, LLC has not provided a satisfactory corrective action plan to finish the project per the contract documents. JEA followed up with a letter stating the corrective actions presented were not satisfactory, and that we planned to move forward with termination for default. JEA attempted to work with the contractor to finish the project with no positive outcomes. A copy of the notice to cure letter is attached for reference.

05-19-2022 Awards Committee

							Due to the reasons stated above, JEA recommends to the JEA Awards Committee that this Contract be terminated for default. DB Civil Construction, LLC's bidding privileges for JEA work shall be suspended for two (2) years following the approval of the termination for default by the JEA Awards Committee. Request approval of a contract Termination for Default for JEA Contract No. 194522 with DB Civil Construction, LLC.
Total Award				**$8,429,091.19**			

JEA AWARDS COMMITTEE
MAY 12, 2022 MEETING MINUTES

The JEA procurement Awards Committee met on May 12, 2022, in person with a WebEx option.

WebEx Meeting Number (access code): 2309 526 2709
WebEx Password: cQMmJPHA823

Members in attendance were Jenny McCollum as Chief Procurement Officer, Stephen Datz as Chairperson (onsite), Hai Vu as Vice Chairperson (onsite), Laure Whitmer as Budget Representative (onsite), Rebecca Lavie as Office of General Counsel Representative; Todd Skinner for Ricky Erixton, Joe Orfano (onsite), Blake Osner for Laura Dutton. Unless otherwise indicated, all attendees were via WebEx.

Chair Datz called the meeting to order at 10:00 a.m., introduced the Awards Committee Members, and confirmed that there was an in-person quorum of the Committee membership present.

Public Comments:
Chair Datz recognized the public comment speaking period and opened the meeting floor to public comments. No public comments were provided by email, phone or videoconference.

Awards:

1. Approval of the minutes from the last meeting (05/05/2022). Chair Datz verbally presented the Committee Members the proposed May 05, 2022 minutes as presented.

   MOTION: Joe Orfano made a motion to approve the May 05, 2022 minutes (Award Item 1). The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

   The Committee Members reviewed and discussed the following Awards Items 2-4, 6-8:

2. 1410598646 - Request approval to award a contract to Capps Land Management & Material LLC for construction services for the Hampton Falls Dr. Electrical Easement 12-Inch Watermain Replacement project in the amount of $592,526.00, subject to the availability of lawfully appropriated funds.

   MOTION: Blake Osner made a motion to approve Award Item 2 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

3. 1410578846 - Request approval to award a contract to Presidio Networked Solutions for New HQ Cisco Webex and Telephone Equipment for new JEA Headquarters in the amount of $863,201.88, subject to the availability of lawfully appropriated funds.

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

4. 1410619246– Request approval to award a contract to Sawcross, Inc. for Construction Services for Lofton Oaks WTP Improvements Project in the amount of $5,717,800.00, subject to the availability of lawfully appropriated funds.

MOTION: Blake Osner made a motion to approve Award Item 4 as presented in the committee packet. The motion was seconded by Todd Skinner and approved unanimously by the Awards Committee (5-0).

5. **DEFERRED** - Request approval to award a contract increase to Transformer Maintenance & Service, Inc for painting services in the amount of $488,055.00, for a new total not-to-exceed amount of $1,517,430.00, subject to the availability of lawfully appropriated funds.

6. Request approval to award a contract to Duval Ford for JEA Fleet Services Light Duty Vehicle Maintenance and Repair Services in the amount of $2,656,201.14, subject to the availability of lawfully appropriated funds.

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

7. Request approval to award Hal Jones Contractor a contract for pre-construction and engineering services for the McCoy's Creek Utility Relocation project in the amount of $331,438.00, subject to the availability of lawfully appropriated funds.

   MOTION: Blake Osner made a motion to approve Award Item 7 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

8. Request approval to award a one (1) year contract renewal to Altec Industries, Inc. ($815,758.34) and Ring Power Corporation ($27,671.25), for Fleet Services Bucket Truck Maintenance and Repair Services for a new not-to-exceed amount of $2,822,955.57, subject to the availability of lawfully appropriated funds.

   MOTION: Hai Vu made a motion to approve Award Item 8 as presented in the committee packet. The motion was seconded by Todd Skinner and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair Datz adjourned the meeting at 10:25 a.m.

NOTE: These minutes provide a brief summary only of the Awards Committee meeting. For additional

detail regarding the content of these minutes or discussions during the meeting, please review the meeting recording. The recording of this meeting as well as other relevant documents can be found at the link below: https://www.jea.com/About/Procurement/Awards_Meeting_Agendas_and_Minutes/

Approved by the JEA Awards Committee

Date: 05/19/2022 Item# 2

Formal Bid and Award System

Award #2 May 19, 2022

Type of Award Request:	CONTRACT INCREASE
Request #:	676
Requestor Name:	Robinson, Robert – Manager Investment Recovery & Warehouse Operations
Requestor Phone:	(904) 665-7317
Project Title:	JEA Investment Recovery Painting Program
Project Number:	A0420
Project Location:	JEA
Funds:	O&M
Budget Estimate:	$488,055.00

Scope of Work:

This agreement is for an all-encompassing service provider which provides labor, equipment, tools, expendables, and miscellaneous supplies to properly apply paint to JEA 14' to 18' decorative streetlight poles and light-heads, pad-mounted & three phase transformers, and switch cabinets in the JEA service territory.

JEA IFB/RFP/State/City/GSA#:	133-19
Purchasing Agent:	Eddie Bayouth
Is this a ratification?:	Yes

RECOMMENDED AWARDEE(S):

Name	Vendor Contact	Email	Address	Phone	Amount
TRANSFORMER MAINTENANCE & SERVICE INC	Bill Outlaw	boutlaw@transmaint.com	PO Box 189 Newton Grove, NC 28366	910-594-1495	$488,055.00

Amount of Original Award:	$1,029,375.00
Date of Original Award:	10/31/2019
Contract Increase Amount:	$488,055.00
New Not-To-Exceed Amount:	$1,517,430.00
Length of Contract/PO Term:	Three (3) Years
Begin Date (mm/dd/yyyy):	11/15/2019
End Date (mm/dd/yyyy):	11/14/2022
Renewal Options:	None
JSEB Requirement:	N/A – No JSEBs available

Background/Recommendations:

Competitively bid and approved by the Awards Committee on 10/31/2019 to Transformer Maintenance & Service, Inc. in the amount of $1,029,375.00. The original award has been attached as back-up. This request is to add $488,055.00 to cover forecasted requirements for the duration of the contract term, which expires on November 14, 2022.

The JEA Investment Recovery Painting Program has been a great success for JEA, JEA's customer base, and visitors to the JEA service territory. The program requirements are driven by customers who want to improve the appearance of our transformers, switch cabinets, and ornamental streetlights in their neighborhoods. The painting program also gives back two-fold in that it also prolongs the life expectancy of the items repaired by preventing premature failure due to corrosion.

The driver of the requested contract increase is due to the Investment Recovery team receiving more work orders this year than in the previous eighteen (18) months, and more than planned in the original solicitation. The increased usage had been identified for some time; however, the currently billing and work order reconciliation practices has caused delays, in which JEA has $189,000.00 in unbilled work where the majority ($187,940.00) is a ratification. In an effort to streamline the billing process and ensure future billing is aligned with contractual NTE value, the Investment Recovery team is working with the vendor to implement a new process.

Based on the spend over the past seven (7) months of approximately $50,000 per month, the award amount was calculated by estimating $300,115.00 through mid-November, in addition to the $187,940.00 noted previously. It should be noted that the new billing process will be incorporated in the future solicitation, in which JEA plans to rebid in the coming months.

Request approval to award a contract increase to Transformer Maintenance & Service, Inc. for painting services in the amount of $488,055.00, for a new total not-to-exceed amount of $1,517,430.00, subject to the availability of lawfully appropriated funds.

Manager: Robinson, Robert – Manager Investment Recovery & Warehouse Operations

VP: McElroy, Alan. – VP Supply Chain & Operations Support

APPROVALS:

Stephen Daly 5-19-22

Chairman, Awards Committee **Date**

Stephanie M Realy 5/20/2022

Budget Representative **Date**

Transformer Maintenance and Service Spend

Average Monthly Spend	$	50,019.17
Months left in Contract		6
Amount needed for Remainder of Contract	$	300,115.00
Amount Invoiced		$86,000.00
Work Performed awaiting Invoices	$	103,000.00
Total Needed for remiander of Contract	$	489,115.00
Amount Remaining on Contract	$	1,060.00
Change Order Amount	**$**	**488,055.00**
Original Contract Amount	$	1,029,375.00
New Not to Exceed Amount	**$**	**1,517,430.00**

Original Contract Amount	$	1,029,375.00
Amount Spent	$	1,028,315.00
Amount Remaining on Contract	$	1,060.00

Approved by the JEA Awards Committee

Date: 05/19/2022 Item# 3

Formal Bid and Award System

Award #3 May 19, 2022

Type of Award Request: CONTRACT INCREASE
Requestor Name: Thomas, Paul M. - Mgr Safety & Health Services
Requestor Phone: 904-665-4225
Project Title: COVID-19 Workplace/Return-to-Work Testing for JEA Employees
Project Number: A0203
Project Location: JEA
Funds: O&M
Budget Estimate: N/A
Scope of Work:

JEA is seeking proposals from qualified firms for COVID-19 Workplace/Return-to-Work testing for the employees of JEA. As of the RFP release date, we have had 55 confirmed cases of JEA employees who needed to be re-tested to return to work following the Centers for Disease Control and Prevention (CDC) guidelines. The number of employees who test positive will determine the number of return-to-work tests needed moving forward. There is an urgent need that essential workers have access to fast and efficient workplace/return to work testing that will enable their work to continue safely and effectively in accordance with the CDC guidelines.

JEA IFB/RFP/State/City/GSA#: 99924
Contract Required CPA - 193532
Purchasing Agent: Selders, Elaine L.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
MAYO CLINIC FLORIDA	G. Chris Lawrence	lawrence.george@mayo.edu	4500 San Pablo Road, Jacksonville, FL 32224	1-904-210-8285	$130,680.00

Amount of Original Award: $190,000.00
Date of Original Award: 11/02/2020
Contract Increase Amount: $130,680.00
Award Amount for remainder of this FY: $47,520.00
List of Previous Increases

CPA	Amount	Date
193532	$50,000.00	07/28/2021
193532	$60,000.00	10/13/2021

New Not-To-Exceed Amount: $430,680.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 11/02/2020

End Date (mm/dd/yyyy):	Project Completion (Expected: 04/31/2023)
Renewal Options:	N/A
JSEB Requirement:	Optional

Background/Recommendations:

Informally bid and awarded on November 2, 2020, in the amount of $190,000.00 to the Mayo Clinic Florida. An initial administrative increase was completed in the amount of $50,000.00 on 07/28/2021 and a second administrative increase in the amount of $60,000.00 was completed on 10/13/2021. A copy of the informal intent to award email is attached as backup.

The contract has reached the informal threshold limit and the decision was made to request a formal contract increase. Due to the uncertain nature of the pandemic and subsequent variants it was deemed in JEA's best interest to continue to receive these services from the Mayo Clinic for an additional eleven (11) months. The monthly invoice amounts vary but the FY22 average is $11,880.00 per month, or $130,680.00 for the next eleven (11) months. Pricing has remained fixed at $145.00 per test and will continue through the contract term.

Request approval to award a contract increase to Mayo Clinic Florida for Covid-19 Workplace Return-to-Work Testing for JEA Employees in the amount of $130,680.00, for a new not-to-exceed amount of $430,680.00, subject to the availability of lawfully appropriated funds.

Manager:	Thomas, Paul M. - Mgr Safety & Health Services
Director:	Long, Anthony B. - Dir Safety & Health Services
Chief:	Emanuel, L. David - Chief Human Resources Officer

APPROVALS:

Stephen Daly 5-19-22

Chairman, Awards Committee **Date**

Stephanie M Realy 5/20/2022

Budget Representative **Date**

Selders, Elaine L.

From: Harper, Sherea B.
Sent: Monday, November 2, 2020 10:02 AM
To: Nunziato, Christine T. - Procurement Category Manager; Selders, Elaine L.
Subject: INTENT TO AWARD for RFP 99924 Covid-19 Workplace Return to Work Testing for JEA Employees

This communication is to inform you of JEA's intent to award for **RFP 99924 Covid-19 Workplace Return to Work Testing for JEA Employees**. JEA has completed the evaluation process and has determined **Mayo Clinic Jacksonville** to be the Responsive and Responsible Proposer whose Proposal meets or exceeds the Minimum Qualifications set forth in this Solicitation, and is the highest evaluated Proposer. If you have any questions concerning this, you must refer to the JEA Procurement Code, Article 5, Administrative Remedies located on JEA.com. JEA's Chief Procurement Officer is Jenny McCollum at Gleejs@jea.com. Thank you for your participation in this solicitation and we look forward to your continued interest in doing business with JEA.

3	*TOTAL*	Quotation of Rates	Professional Experience	Design Approach Workplan	TOTAL	AVG
4	**Mayo Clinic Jacksonville**	**33.1**	**19.8**	**31.0**	**83.9**	**28.0**
5	myOnsite Healthcare, LLC	40.0	19.6	10.0	69.6	**23.2**
6	Unify Health	34.3	19.6	14.3	68.2	**22.7**
7	Lab 24	30.0	17.0	12.3	59.3	**19.8**

Sherea Harper
Purchasing Agent
Direct: (904) 665-7287
Fax: (904) 665-7363

Approved by the JEA Awards Committee

Date: 05/19/2022 Item# 4

Formal Bid and Award System

Award #4 May 19, 2022

Type of Award Request:	RENEWAL
Request #:	6913
Requestor Name:	Ventura, Mildred - Contract Specialist
Requestor Phone:	(904) 665-5201
Project Title:	Facilities Janitorial Service – Open Market for Downtown, Service Centers and other Sites
Project Number:	HE30801
Project Location:	JEA
Funds:	O&M
Budget Estimate:	$1,173,613.40

Scope of Work:

The purpose of this Request for Proposals (this "RFP") is to evaluate and select a firm ("Company" or "Proposer") to provide the following Janitorial Services to JEA at the following locations (collectively, the "Work" or "Services"):

- Janitorial Services for the Downtown facilities listed in Appendix B - Proposal Workbook. JEA owns the following buildings in the Downtown area: JEA Tower (Plaza I), Customer Center (Plaza II), Adair Building (Plaza III) and Motor Pool.
- Janitorial Services for JEA's Service Centers, and other specific additional facilities including Wellness Centers identified in Appendix B - Proposal Workbook. JEA owns sites primarily in Duval County, with some additional sites in Clay, Nassau, and St Johns Counties.

JEA IFB/RFP/State/City/GSA#:	024-21
Purchasing Agent:	Selders, Elaine L.
Is this a Ratification?:	NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
TRUSTED HAND SERVICE, INC.	Katy Moon	thsinc@ths-inc.org	1010 N Davis Street, Ste 201 Jacksonville FL 32209	$1,021,956.33

Amount of Original Award:	$1,173,613.40
Date of Original Award:	05/06/2021
Renewal Amount:	$1,021,956.33
Award Amount for remainder of this FY:	$391,204.47
New Not to Exceed Amount:	$2,195,569.73
Length of Contract/PO Term:	One (1) Year w/Two (2) - One (1) Yr. Renewals
Begin Date (mm/dd/yyyy):	06/01/2021
End Date (mm/dd/yyyy):	05/31/2024
Renewal Options:	None remaining

JSEB Requirement: Twenty Percent (20%) Goal

Comments on JSEB Requirements:

Eversafe Building Maintenance (Janitorial Services) – 20%

Background/Recommendations:

Competitively bid and approved by the Awards Committee on 05/06/2021 for a one (1) year term ending 05/31/2022, in the amount of $1,173,613.40. A copy of the original award is attached as backup. This request is for a two (2) year renewal option from 06/01/2022 to 05/31/2024 and the addition of $1,021,956.33 to the contract. Trusted Hand Services, Inc. has performed well, and their rates will remain the same. The decision was made to use both annual renewal options at this time and lock in the current rates. This contract includes a minimum wage standard of $12.55, which is based on the U.S. Bureau of Labor Statistics as of May 2018 for the Median Hourly Wage for Janitors and Cleaners. The intent of this standard is to ensure janitorial wages are well above minimum wage and was not intended to be increased during the term of the contract. The current minimum wage as of September 30, 2021 is $10.00 per hour with an expected $1.00 increase year over year until 2026. The vendors current rates fall within the requirements, and are projected to stay compliant through the end of the term.

The budget estimate was based on the existing annual allowance under this contract. Over the past months, several business changes have influenced the decision to reduce the overall contract services, one being the occupancy of the new Headquarters anticipated in September of 2022. This will allow for a reduction in regular cleaning services for the Downtown complex, as janitorial services are included in the new lease agreement. In addition, and in alignment with CDC protocols, the majority of Covid-19 cleaning protocols were suspended by JEA effective April 21, 2022, except for CC-1 Customer Service lobby. These changes combined will provide a reduction in costs of $664,632.69 annually. Storm support for Downtown was left in place as precautionary measure in support of any needs during a storm. Additions to the contract include cleaning services for the new Training Center located at Berlin road, expected to be completed in April 2023.

Request approval for a two (2) year renewal award to Trusted Hand Services, Inc. for Facilities Janitorial Services – Open Market for Downtown, Service Centers and other Sites in the amount of $1,021,956.33, with a new not-to-exceed amount of $2,195,569.73, subject to the availability of lawfully appropriated funds.

Manager:	Crane, Christopher T - Manager Facilities Operations
Director:	Brunell, Baley L. - Dir Facilities & Fleet Services
VP:	McElroy, Alan D. - VP Supply Chain & Operations Support
Chief:	Phillips, Ted B. - Chief Financial Officer

APPROVALS:

Stephen Daty 5-19-22

Chairman, Awards Committee **Date**

Stephanie M Realy 5/20/2022

Budget Representative **Date**

Approved by the JEA Awards Committee

Date: 05/06/2021 Item# 8

Formal Bid and Award System

Award #8 May 6, 2021

Type of Award Request: REQUEST FOR PROPOSALS (RFP)
Request #: 6913
Requestor Name: Ventura, Mildred - Contract Specialist
Requestor Phone: (904) 665-5201
Project Title: Facilities Janitorial Service – Open Market for Downtown, Service Centers and other Sites
Project Number: HE30801
Project Location: JEA
Funds: O&M
Budget Estimate: $969,485.20

Scope of Work:
The purpose of this Request for Proposals (this "RFP") is to evaluate and select a firm ("Company" or "Proposer") to provide the following Janitorial Services to JEA at the following locations (collectively, the "Work" or "Services"):

- Janitorial Services for the Downtown facilities listed in Appendix B - Proposal Workbook. JEA owns the following buildings in the Downtown area: JEA Tower (Plaza I), Customer Center (Plaza II), Adair Building (Plaza III) and Motor Pool.

- Janitorial Services for JEA's Service Centers, and other specific additional facilities including Wellness Centers identified in Appendix B - Proposal Workbook. JEA owns sites primarily in Duval County, with some additional sites in Clay, Nassau, and St Johns Counties.

JEA IFB/RFP/State/City/GSA#: 024-21
Purchasing Agent: Selders, Elaine L.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
TRUSTED HAND SERVICE, INC.	Katy Moon	thsinc@ths-inc.org	1010 N Davis Street, Ste 201 Jacksonville FL 32209	(904) 232-6300	$1,173,613.40

Amount for entire term of Contract/PO: $1,173,613.40
Award Amount for remainder of this FY: $391,204.47
Length of Contract/PO Term: One (1) Year w/Two (2) – One (1) Yr. Renewals
Begin Date (mm/dd/yyyy): 06/01/2021
End Date (mm/dd/yyyy): 05/31/2022
Renewal Options: YES - Two (2) - One (1) Yr. Renewals
JSEB Requirement: Twenty Percent (20%) Goal
Comments on JSEB Requirements:

Eversafe Building Maintenance (Janitorial Services) – 20%

PROPOSERS:

Name	Amount	Score	Rank	Disqualification
TRUSTED HAND SERVICE, INC.	$1,173,613.40	83.98	1	No
MARSDEN SERVICES	$1,475,916.50	77.97	2	No
ACP FACILITY SERVICES, INC.	$1,162,257.28	77.19	3	No
INTERSTATE MAINTENANCE	$1,757,199.51	69.66	4	No
D & A BUILDING SERVICES	$1,703,382.21	69.51	5	No
HIGH SOURCES INC.	$1,109,018.88	62.98	6	No
UNITED MAINTENANCE COMPANY	$1,988,456.90	60.12	7	No
JANI-KING OF JACKSONVILLE	$1,059,833.00	54.53	8	No
BCG FACILITY SERVICES	$1,657,317.15	N/A	N/A	Yes - Min Quals
KITA CORPORATION	$954,490.40	N/A	N/A	Yes - Incorrect Forms

Background/Recommendations:

Advertised on 02/25/2021. Ten (10) prime companies attended the optional pre-proposal meeting held on 03/03/2021. At Proposal opening on 03/16/2021, JEA received ten (10) Proposals. JEA evaluated the companies on rates, company experience, Cleaning Industry Management Standards Certification and quality metrics and Trusted Hand Services, Inc. is deemed the highest evaluated Responsive and Responsible Proposer. A copy of the Proposal Form, Proposal Workbook and Evaluation Results are attached as backup.

The current contract did not initially include spend for Covid cleaning, Storm Support, or an increased number of Wellness Centers. There was a significant increase in the number of hours for Ad-Hoc cleaning services. The previous contract included 325 hours vs. the new contract, which includes 19,769 hours. JEA required a minimum hourly wage of at least $12.55 per hour for a Janitor as compared to the current contract which stipulated a minimum wage of at least $10.85 per hour. When comparing the price between the current contract and the new contract, it resulted in an estimated 22% percent increase or $117,869.07 over one (1) year after normalizing the services at each site. The award amount of $1,173,613.40 is approximately 21% higher than the forecasted budget estimate.

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

- **Total cost difference**: $117,869.07 (unit price increase) = ($117,869.07)

024-21 – Request approval to award a contract to Trusted Hand Services, Inc. for Facilities Janitorial Service – Open Market for Downtown, Service Centers and other Sites for a total not-to-exceed amount of $1,173,613.40, subject to the availability of lawfully appropriated funds.

Manger: Newton-Green, Melanie - Mgr Business Operations
Director: Brunell, Baley L. - Dir Facilities & Fleet Services
VP: McElroy, Alan D. - VP Supply Chain & Operations Support

APPROVALS:

05/06/2021

Chairman, Awards Committee **Date**

Stephanie M. Nealy 05/06/2021

Budget Representative **Date**

APPENDIX B - PROPOSAL FORM
RFP 024-21 FACILITIES JANITORIAL SERVICES – OPEN MARKET FOR DOWNTOWN, SERVICE CENTERS AND OTHER SITES

PROPOSER INFORMATION:

PROPOSER NAME: TRUSTED HAND SERVICE, INC

BUSINESS ADDRESS: 1010 N DAVIS STREET, STE 201

CITY, STATE, ZIP CODE: JACKSONVILLE, FL 32209

TELEPHONE: 904-232-6300

FAX: 904-232-2774

EMAIL OF CONTACT: THSINC@THS-INC.ORG

WEBSITE: WWW.TRUSTEDHANDSERVICE.COM

QUOTATION OF RATES

Maximum score for criterion is: 50 Points

The Proposer shall provide a firm-fixed price quote for all Work in this Solicitation by completing the enclosed Proposal Workbook. The prices shall include all profit, taxes, benefits, travel, and all other overhead items.

Please note, the prices quoted by the Proposer on the Proposal Form must be firm-fixed prices, not estimates. Any modifications, exceptions, or objections contained within the Proposal form may subject the Proposal to disqualification.

Description of Services – 024-21 Facilities Janitorial Services - Open Market for Downtown, Service Centers and Other Sites	Total One (1) Year Proposal Price
Total One (1) Year Proposal Price – Transfer total from Appendix B – Proposal Workbook	$1,173,613.40

PROFESSIONAL EXPERIENCE, LOCATION, AND AVAILABILITY OF RESPONDENTS STAFF

Maximum score for this criterion: 20 Points

The Proposer shall provide one resume of for the Account Manager available to work on the JEA engagement. Education and Experience: Maximum points for this criterion: 10 points. At a minimum, the resume shall present the employee's name, title, years of service with the company, applicable professional registrations, education and work experience, including contracts similar in complexity and include the number of sites supported during the contract. Additional points will be awarded for contracts of similar size and complexity.

Availability, Response Time, and Account Management: Maximum points for this criterion: 10 points
In addition to the Education and Experience detailed above, the Proposer shall also submit a verifiable local business address for the Account Manager, their availability, and their expected average response time to JEA.

Proposer may provide this information in its own format to be attached to Appendix B – Proposal Form.

CLEANING INDUSTRY MANAGEMENT STANDARDS CERTIFICATION (CIMS)

Maximum score for this criterion: 5 Points

The Proposer must supply a copy of their CIMS certification. Proposers who have a current CIMS certification will receive five points. Proposers that do not have the certification will receive zero points.

CIMS Certification shall be attached to Appendix B – Proposal Form.

APPENDIX B - PROPOSAL FORM
RFP 024-21 FACILITIES JANITORIAL SERVICES – OPEN MARKET FOR DOWNTOWN, SERVICE CENTERS AND OTHER SITES

QUALITY METRICS

Maximum score for this criterion: 25 Points

The Proposer shall submit a written "Quality Plan" addressing, at a minimum, the following elements for JEA, and how it specifically applies to the following needs of JEA:

- Coverage, Adequacy and Frequency of Inspection
  - How will the Proposer determine if the specified Service Levels are being met across all sites?
  - What will be inspected?
  - Who will complete the inspections?
  - What will be the frequency of inspections?
  - What will be the coverage (Frequency of all sites receiving inspections)?
- Frequency and Delivery of Metric Reporting
  - What Quality Metrics will be tracked?
  - How often will reporting be provided to JEA?
  - How will the data be made available to JEA?
  - How will the reporting be delivered? Electronically or via hard copy?
- Follow Up Action Plan for Failed Inspections
  - Please propose a "Follow Up Action Plan" for any failed inspections.

Proposer may provide this information in its own format to be attached to Appendix B – Proposal Form.

Proposers's Certification

By submitting this Proposal, the Proposer certifies (1) that the Proposer has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Proposer, and (3) that the Proposer is legally authorized to do business and maintains an active status, in the State of Florida. The Company certifies that its recent, current, and projected workload will not interfere with the Proposer's ability to Work in a professional, diligent and timely manner.

The Proposer certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Proposer shall immediately notify JEA of status change.

Please initial below:

_____ **(Initials) 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".**

We have received addenda 1 through 1

Signature of Authorized Officer of Proposer or Agent — 03/15/2021 Date

KATY MOON, PRESIDENT — 904-232-6300

Printed Name & Title — Phone Number

APPENDIX B - PROPOSAL WORKBOOK	
RFP 024-21 FACILITIES JANITORIAL SERVICES - OPEN MARKET DOWNTOWN CAMPUS	
DOWNTOWN CAMPUS	**Total**
Section 1 - Regularly (Scheduled) Cleaning Services Annual	$ 413,724.48
Section 2.1 - Emergency Cleaning Services	$ 632.45
Section 2.2- Ad - Hoc Cleaning Services	$ 127,452.05
Section 3 - Ad - Hoc Specialized Cleaning Services	$ 37,690.00
Section 4 - Parts and Materials	$ 763.00
Annual Total	**$ 580,261.98**

APPENDIX B - PROPOSAL WORKBOOK	
RFP 024-21 FACILITIES JANITORIAL SERVICES - OPEN MARKET SERVICE CENTERS & OTHER SITES	
SERVICE CENTERS & OTHER SITES	**Total**
Section 1 - Regularly (Scheduled) Cleaning Services Annual	$ 258,694.51
Section 2.1 - Emergency Cleaning Services	$ 583.46
Section 2.2- Ad - Hoc Cleaning Services	$ 331,250.45
Section 3 - Ad - Hoc Specialized Cleaning Services	$ 2,060.00
Section 4 - Parts and Materials	$ 763.00
Annual Total	**$ 593,351.42**

1 Year Total -Amount to be entered on Proposal Form	**$ 1,173,613.40**

APPENDIX B – PROPOSAL WORKBOOK
RFP 024-21 FACILITIES JANITORIAL SERVICES - OPEN MARKET
DOWNTOWN CAMPUS

Section 1) Regular (Scheduled) Cleaning Services {Appendix A - Technical Specifications - Sections 12 and 13}

Company shall submit pricing in Column J to perform scheduled cleaning services as described in Sections 12 and 13 of "Appendix A - Technical Specifications." All bid prices shall include all travel, parts, tools and materials to complete the service. Note that all daily, weekly, twice a week, monthly, quarterly, and annual cleanings shall be included in the submitted monthly price. The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.

** Per industry standards, fixture count is used to quantify bathroom cleaning needs (toilet, urinal, sink, shower, and mirror).
* Average overall building population

TRUSTED HAND SERVICE, INC

Item No	Street Address and Zip Code	Site Name and Facility Type	Cleanable Square Feet	Fixture Count**	Population	Estimated One (1) Year Volume	Unit of Measure	Price Per Unit	Total Price
1.01	21 W Church St, 32202	JEA Tower Plaza I Basement, Walkways, Restrooms and Parking	8,000	12	0	12	per month	703.22	$ 8,438.64
1.02	21 W Church St, 32202	JEA Tower Plaza I Floor 1, Office	9,174	15	800*	12	per month	806.42	$ 9,677.04
1.03	21 W Church St, 32202	JEA Tower Plaza I Floor 2, Office	10,262	20		12	per month	902.06	$ 10,824.72
1.04	21 W Church St, 32202	JEA Tower Plaza 1 Floor 3, Office	11,947	21		12	per month	1050.18	$ 12,602.16
1.05	21 W Church St, 32202	JEA Tower Plaza I Floor 4, Office	13,250	23		12	per month	1164.72	$ 13,976.64
1.06	21 W Church St, 32202	JEA Tower Plaza I Floor 5, Office	13,250	21		12	per month	1164.72	$ 13,976.64
1.07	21 W Church St, 32202	JEA Tower Plaza I Floor 6, Office	13,250	21		12	per month	1164.72	$ 13,976.64
1.08	21 W Church St, 32202	JEA Tower Plaza I Floor 7, Office	13,250	21		12	per month	1164.72	$ 13,976.64
1.09	21 W Church St, 32202	JEA Tower Plaza I Floor 8, Office	13,250	21		12	per month	1164.72	$ 13,976.64
1.10	21 W Church St, 32202	JEA Tower Plaza I Floor 9, Office	13,250	21		12	per month	1164.72	$ 13,976.64
1.11	21 W Church St, 32202	JEA Tower Plaza I Floor 10, Office	13,250	21		12	per month	1164.72	$ 13,976.64
1.12	21 W Church St, 32202	JEA Tower Plaza I Floor 11, Office	13,250	21		12	per month	1164.72	$ 13,976.64
1.13	21 W Church St, 32202	JEA Tower Plaza I Floor 12, Office	13,250	21		12	per month	1164.72	$ 13,976.64
1.14	21 W Church St, 32202	JEA Tower Plaza I Floor 13, Office	13,250	21		12	per month	1164.72	$ 13,976.64
1.15	21 W Church St, 32202	JEA Tower Plaza I Floor 14, Office	13,250	21		12	per month	1164.72	$ 13,976.64
1.16	21 W Church St, 32202	JEA Tower Plaza I Floor 15, Office	13,250	17		12	per month	1164.72	$ 13,976.64
1.17	21 W Church St, 32202	JEA Tower Plaza I Floor 16, Office	13,250	17		12	per month	1164.72	$ 13,976.64
1.18	21 W Church St, 32202	JEA Tower Plaza I Floor 17, Office	3,316	14		12	per month	291.49	$ 3,497.88
1.19	21 W Church St, 32202	JEA Tower Plaza I Floor 19, Office	4,858	15		12	per month	427.03	$ 5,124.36
1.20	21 W Church St, 32202	Plaza Deck Area & steps to Sidewalk, Waterproofed Deck	21,910	0	0	12	per month	1925.96	$ 23,111.52
1.21	21 W Church St, 32202	Customer Center Plaza II Floor 1, Office	22,160	32	450*	12	per month	1947.93	$ 23,375.16
1.22	21 W Church St, 32202	Customer Center Plaza II Floor 2, Office	26,673	32		12	per month	2344.64	$ 28,135.68
1.23	21 W Church St, 32202	Customer Center Plaza II Floor 3, Office	19,056	30		12	per month	1675.08	$ 20,100.96
1.24	21 W Church St, 32202	Customer Center Plaza II Floor 4, Office	26,673	40		12	per month	2344.64	$ 28,135.68
1.25	21 W Church St, 32202	Customer Center Plaza II Floor 5, Office	14,104	31		12	per month	1239.79	$ 14,877.48
1.26	21 W Church St, 32202	Customer Center Plaza II Floor 6, Office	26,673	32		12	per month	2344.64	$ 28,135.68
1.27	421 Laura St N, 32202	Adair Building Plaza III, Mezzanine Public areas, Hallways, (excluding Parking decks)	4,000	0	0	12	per month	351.61	$ 4,219.32
1.28	421 Laura St N, 32202	Adair Building Plaza III Wellness Center	11,000	33	Varies	12	per month	966.93	$ 11,603.16
1.29	21 East Church St, 32202	Motor Pool	160	2	0	12	per month	14.06	$ 168.72
								Total Cost Section 1	**$ 413,724.48**

Section 2.1) Emergency Cleaning Services

Company shall submit pricing in Column G to perform Emergency Cleaning Services as described in Section 14.1 of "Appendix A - Technical Specifications." Emergency Cleaning Services shall be approved by JEA Contract Administrator or their designee. Emergency Cleaning Services shall apply the Per Visit Charge in addition to the submitted hourly rates for Company Supervisor and Janitors. Emergency Cleaning Services shall have a one (1) hour minimum applied to their hourly rates upon arrival at the job site. Normally after regular work hours of 7:00 am – 8:00 pm, Monday – Friday and on JEA holidays. The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.

Item No	Description of Services	Estimated One (1) Year Volume	Unit of Measure	Price Per Unit	Total Price	
2.1.1	Per Visit Charge	5	per visit	16.33	$	81.65
2.1.2	Hourly Rate - Company Supervisor	15	per hour	20.39	$	305.85
2.1.3	Hourly Rate - Janitor	15	per hour	16.33	$	244.95
				Total Cost Section 2.1	**$**	**632.45**

Section 2.2) Ad-Hoc Cleaning Services

Company shall submit pricing in Column G to perform Ad-Hoc Cleaning Services as described in Sections 14.2, 15 and 17 of "Appendix A - Technical Specifications." Ad-hoc Cleaning Services shall be approved by JEA Contract Administrator or their designee. Ad-hoc Cleaning Services shall use the submitted hourly rates below for Company Supervisor and Janitors. Ad-Hoc Cleaning Services hourly rate shall be applied on a per-hour basis with a minimum of one (1) hour and shall begin when the employee arrives at the job site. The estimated one (1) year quantities are to be used as

Item No	Description of Services	Estimated One (1) Year Volume	Unit of Measure	Price Per Unit	Total Price	
2.2.1	Hourly Rate - Company Supervisor	160	per hour	20.39	$	3,262.40
2.2.2	Hourly Rate - Janitor	325	per hour	16.33	$	5,307.25
2.2.3	Hourly Rate - Janitor* Contingency Weather and Pandemic events (sections 15 and 17 of Technical Specifications).	7,280	per hour	16.33	$	118,882.40
				Total Cost Section 2.2	**$**	**127,452.05**

Section 3) Ad-Hoc Specialized Cleaning Services

Company shall submit pricing in Column G to perform Ad-Hoc Specialized Cleaning Services as described in Section 18 of "Appendix A - Technical Specifications," the pricing submitted for this section shall be applied to the items below. No additional labor charges shall be added. **JEA will not provide the consumable products (ie. carpet cleaning agents, stripping agents, sealants, etc.) required to complete the services described in this section, Item Numbers 3.01, 3.02, 3.03, 3.05, 3.07, and 3.08. As a result, pricing for these Item Numbers must include any consumable products required. Item numbers 3.04 and 3.06 do not require the use of any consumable products.** The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.

Item No	Description of Services	Estimated One (1) Year Volume	Unit of Measure	Price Per Unit	Total Price	
3.01	Composite or Terrazo Floor Treatment	86,000	per square foot	0.08	$	6,880.00
3.02	Wet Extraction Shampoo of Carpet	19,000	per square foot	0.09	$	1,710.00
3.03	Pressure Wash - JEA Plaza Deck Area (with specified Simple Green cleaning agent)	100,000	per square foot	0.10	$	10,000.00
3.04	Pressure Wash - Adair Garage Parking Area	125,000	per square foot	0.10	$	12,500.00
3.05	Marble Floor and Marble Counter Treatment	5,700	per square foot	0.30	$	1,710.00
3.06	Pressure Wash Loading Dock Areas	5,400	per square foot	0.10	$	540.00
3.07	Parquet Wood Floor Treatment	4,000	per square foot	0.60	$	2,400.00

3.08	Brick Floor Treatment	6,500	per square foot	0.30	$ 1,950.00
				Total Cost Section 3	**$ 37,690.00**

4) Parts and Materials

Company shall submit pricing in Column G for Parts and Materials as described in Section 19 of "Appendix A - Technical Specifications," it is JEA's intent to provide janitorial supplies to Contractor whenever possible. If / when the JEA contract administrator deems that janitorial supplies shall be provided by Contractor, then the mark-up percentage submitted below shall apply. The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.

Item No	Description of Services	Estimated One (1) Year Volume	Unit of Measure	Markup Percentage not to exceed 10%	Total Price
4.1	Estimated Parts & Materials Needed	700	dollars	9%	$ 763.00
				Total Cost Section 4	**$ 763.00**

APPENDIX B – PROPOSAL WORKBOOK
RFP 024-21 FACILITIES JANITORIAL SERVICES - OPEN MARKET
SERVICE CENTERS AND OTHER SITES

Section 1) Regular (Scheduled) Cleaning Services {Appendix A - Technical Specifications - Sections 11 and 12}

Company shall submit pricing in Column J to perform scheduled cleaning services as described in Sections 11 and 12 of "Appendix A - Technical Specifications." All bid prices shall include all travel, parts, tools and materials to complete the service. Note that all daily (Monday through Friday), weekly, twice a week, monthly, quarterly, and annual cleanings shall be included in the submitted price per unit. The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.

** Colunm F, per industry standards, fixture count is used to quantify bathroom cleaning needs (toilet, urinal, sink, shower, and mirror).
* Colunm G, Population (with asterisk) includes employees working in each building or on site. It also includes field employees assigned to each location as a home base, who may check in throughout the day.

TRUSTED HAND SERVICE, INC

Item No	Street Address and Zip Code	Site Name and Facility Type	Cleanable Square Feet	Fixture Count**	Population*	Frequency	Unit of Measure	Price Per Unit	Estimated One (1) Year Volume	Total Price
1.01.	**1002 N Main St, 32206**	**Main Street Lab**								
1.01. a	1002 N Main St, 32206	Main Street Lab, Office	25,339	24	35	Daily	per month	2457.6	12	$ 29,491.20
1.01. b	1002 N. Main St, 32201	Big Jim Building/Main Street Lab	500	7	1	1 x week	per visit	11.19	52	$ 581.88
1.01. c	970 N Main St, 32206	Main Street Visitor Center, Office	5,350	16	Varies	Daily	per month	518.88	12	$ 6,226.56
1.02.	**7720 Ramona Blvd, 32221**	**Systems Operations Control Center (SOCC)**								
1.02. a	7720 Ramona Blvd, 32221	SOCC, Office	43,139	26	80	Daily	per month	4184	12	$ 50,208.00
1.02. b	7720 Ramona Blvd, 32221	SOCC, Station 5-CIP Access Required	2,500	0	5	1 x week	per visit	55.96	52	$ 2,909.92
1.02. c	7721 Ramona Blvd, 32221	SOCC Annex,	86	3	0	Daily	per month	8.34	12	$ 100.08
1.02. d	7720 Ramona Blvd, 32221	SOCC, Wellness Center	834	21	N/A	Daily	per month	80.89	12	$ 970.68
1.03.	**6674 Commonwealth Ave, 32254**	**Commonwealth Service Center**								
1.03. a	6674 Commonwealth Ave, 32254	Commonwealth Service Center, Office	26,724	70	210*	Daily	per month	2591.93	12	$ 31,103.16
1.03. b	6675 Commonwealth Ave, 32254	Front Guard Shack, Guard Building	160	0	1	Daily	per month	15.52	12	$ 186.24
1.04.	**2434 Pearl St, 32206**	**Pearl St Service Center**								
1.04. a	2434 Pearl St, 32206	Pearl St Service Center, Admin Building, Office and Warehouse	22,200	6	180*	Daily	per month	2153.15	12	$ 25,837.80
1.04. b	2434 Pearl St, 32206	Pearl St Service Center, Wellness Center	5,300	50	N/A	Daily	per month	514.04	12	$ 6,168.48
1.04. c	2434 Pearl St, 32206	Water Meter Shop (office and shop)	222	3	2	Daily	per month	21.53	12	$ 258.36
1.04. d	2408 Pearl St, 32206	Meter Reading, Office	4,600	13	12	Daily	per month	446.15	12	$ 5,353.80
1.05.	**2525 Pearl St, 32206**	**Medical Clinic**	5,057	16	7	Daily	per month	490.47	12	$ 5,885.64
1.06.	**6727 Broadway Ave, 32254**	**Westside Service Center**								
1.06. a	6727 Broadway Ave, 32254	Westside Service Center, Office and Warehouse	17,945	17	90*	Daily	per month	1740.46	12	$ 20,885.52
1.06. b	6727 Broadway Ave, 32254	Westside Service Center , Wellness Center	3,260	45	N/A	Daily	per month	316.18	12	$ 3,794.16
1.06. c	6727 Broadway Ave, 32254	Westside Service Center Guard Shack (1)	157	3	1	Daily	per month	15.23	12	$ 182.76
1.06. d	6727 Broadway Ave, 32254	Westside Service Center, Building 3	2,600	10	*	3 x week	per visit	19.4	156	$ 3,026.40

Item No	Street Address and Zip Code	Site Name and Facility Type	Cleanable Square Feet	Fixture Count**	Population*	Frequency	Unit of Measure	Price Per Unit	Estimated One (1) Year Volume	Total Price
1.06. e	6727 Broadway Ave 32254	Westside Service Center, Building 5	921	7	*	2 x week	per visit	10.31	104	$ 1,072.24
1.06. f	6727 Broadway Ave 32254	Westside Service Center, Building 6	900	7	*	2 x week	per visit	10.07	104	$ 1,047.28
1.06. g	6553 Broadway Avenue, 32254	Westside Service Center, Training Center	2,700	10	20	Daily	per month	261.87	12	$ 3,142.44
1.07.	**2325 Emerson St, 32207**	**Southside Service Center**								
1.07. a	2325 Emerson St, 32207	Southside Service Center, Building 4	4,100	15	16	Daily	per month	397.65	12	$ 4,771.80
1.07. b	2325 Emerson St, 32207	Southside Service Center, Building 5, Offices	12,000	3	118*	Daily	per month	1163.86	12	$ 13,966.32
1.07. c	2325 Emerson St, 32207	Southside Service Center, Building 5, Wellness Center, bathrooms and locker rooms.	2,550	23	N/A	Daily	per month	247.32	12	$ 2,967.84
1.07. d	2325 Emerson St, 32207	Southside Service Center, Guard Shack (1)	40	3	1	Daily	per month	3.88	12	$ 46.56
1.07. e	2325 Emerson St, 32207	Southside Service Center, Building 9, Office and Restroom	200	4	2	Once per week	per visit	4.48	52	$ 232.96
1.08.	**102 N Kernan Blvd, 32225**	**Ridenour**								
1.08. a	102 N Kernan Blvd, 32225	Ridenour, Admin Building	15,100	22	48	Daily	per month	1464.53	12	$ 17,574.36
1.08. b	102 N Kernan Blvd, 32225	Ridenour, Wellness Center	1,825	18	N/A	Daily	per month	177	12	$ 2,124.00
1.08. c	102 N Kernan Blvd, 32225	Ridenour, Water Treatment Plant	280	5	5	Daily	per month	27.16	12	$ 325.92
1.09	**5717 New Kings Road, 32209**	**Fleet Staging Facility**	833	9	10	3 x week	per visit	6.21	156	$ 968.76
1.10. a	**1085 New Berlin Road, 32218**	JEA Utility Training Center, offices, classrooms, conference room, breakroom and restrooms. (current)	3350 (current)	14	Varies - less than 10	Daily	per month	1299.65	3	$ 3,898.95
1.10. b	**1085 New Berlin Road, 32218**	JEA Utility Training Center, offices, classrooms, conference room, breakroom and restrooms. (Future)	11,500	35	Unknown	Daily	per month	1487.16	9	$ 13,384.44
								Total Cost Section 1		**$ 258,694.51**

Item No	Street Address and Zip Code	Site Name and Facility Type	Cleanable Square Feet	Fixture Count**	Population*	Frequency	Unit of Measure	Price Per Unit	Estimated One (1) Year Volume	Total Price

Section 2.1) Emergency Cleaning Services

Company shall submit pricing in Column G to perform Emergency Cleaning Services as described in Section 13.1 of "Appendix A - Technical Specifications." Emergency Cleaning Services shall be approved by JEA Contract Administrator or their designee. Emergency Cleaning Services shall apply the Per Visit Charge in addition to the submitted hourly rates for Company Supervisor and Janitors. Emergency Cleaning Services shall have a one (1) hour minimum applied to their hourly rates upon arrival at the job site. Normally after regular work hours of 7:00 am – 8:00 pm, Monday – Friday and on JEA holidays. The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.

Item No	Description of Services	Estimated One (1) Year Volume	Unit of Measure	Price Per Unit	Total Price
2.1.1	Per Visit Charge	2	per visit	16.33	$ 32.66
2.1.2	Hourly Rate - Company Supervisor	15	per hour	20.39	$ 305.85
2.1.3	Hourly Rate - Janitor	15	per hour	16.33	$ 244.95
				Total Cost Section 2.1	**$ 583.46**

Section 2.2) Ad-Hoc Cleaning Services

Company shall submit pricing in Column G to perform Ad-Hoc Cleaning Services as described in Sections 13.2, 14 and 16 of "Appendix A - Technical Specifications." Ad-hoc Cleaning Services shall be approved by JEA Contract Administrator or their designee. Ad-hoc Cleaning Services shall use the submitted hourly rates below for Company Supervisor and Janitors. Ad-Hoc Cleaning Services shall have a one (1) hour minimum applied to their hourly rates upon arrival at the job site. The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.

Item No	Description of Services	Estimated One (1) Year Volume	Unit of Measure	Price Per Unit	Total Price
2.2.1	Hourly Rate - Company Supervisor	160	per hour	20.39	$ 3,262.40
2.2.2	Hourly Rate - Janitor	325	per hour	16.33	$ 5,307.25
2.2.3	Hourly Rate - Janitor* Contingency Weather and Pandemic events. (sections 14 and 16 of Technical Specifications).	19,760	per hour	16.33	$ 322,680.80
				Total Cost Section 2.2	**$ 331,250.45**

Section 3) Ad-Hoc Specialized Cleaning Services

Company shall submit pricing in Column G to perform Ad-Hoc Specialized Cleaning Services as described in Section 17 of "Appendix A - Technical Specifications," the pricing submitted for this section shall be applied to the items below. No additional labor charges shall be added. **JEA will not provide the consumable products (ie. carpet cleaning agents, stripping agents, sealants, etc.) required to complete the services described in this section, Item Numbers 3.01, 3.02, and 3.03. As a result, pricing for these Item Numbers must include any consumable products required.** The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.

Item No	Description of Services	Estimated One (1) Year Volume	Unit of Measure	Price Per Unit	Total Price
3.01	Composite or Terrazo Floor Treatment	10,000	per square foot	0.08	$ 800.00
3.02	Wet Extraction Shampoo of Carpet	5,000	per square foot	0.09	$ 450.00
3.03	Pressure Wash Loading Dock Areas	8,100	per square foot	0.10	$ 810.00
				Total Cost Section 3	**$ 2,060.00**

4) Parts and Materials

Company shall submit pricing in Column G for Parts and Materials as described in Section 18 of "Appendix A - Technical Specifications," it is JEA's intent to provide janitorial supplies to Company whenever possible. If / when the JEA Contract Administrator deems that janitorial supplies shall be provided by Company, then the mark-up percentage submitted below shall apply. The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.

Item No	Description of Services	Estimated One (1) Year Volume	Unit of Measure	Markup Percentage not to exceed 10%	Total Price
4.1	Estimated Parts & Materials Needed	700	dollars	9%	$ 763.00
				Total Cost Section 4	**$ 763.00**

024-21 Janitorial Services - Open Market

Vendor Rankings	M. Newton-Green	J. Ryan	M. Ventura	Σ Rank	Rank
Trusted Hand	1	1	1	3	**1**
Marsden	3	2	2	7	**2**
ACP	2	3	3	8	**3**
D&A	4	5	5	14	**4**
Interstate	5	4	6	15	**5**
High Sources	8	7	4	19	**6**
United	6	6	7	19	**6**
Jani-King	7	8	8	23	**8**

M. Newton-Green	Quotation of Rates (50 Points)	Experience, Location, Availability (20 Points)	CIMS Certification (5 Points)	Quality Metrics (25 Points)	Total	Rank
ACP	45.59	13.7	0	21	80.29	2
D&A	31.11	20.00	0.00	25	76.11	4
High Sources	47.78	3.30	0.00	4	55.08	8
Interstate	30.16	17.00	5.00	23	75.16	5
Jani-King	50.00	7.00	0.00	0	57	7
Marsden	35.90	16.70	5.00	21	78.6	3
Trusted Hand	45.15	18.00	0.00	23	86.15	1
United	26.65	17	0	21	64.65	6

J. Ryan	Quotation of Rates (50 Points)	Experience, Location, Availability (20 Points)	CIMS Certification (5 Points)	Quality Metrics (25 Points)	Total	Rank
ACP	45.59	14.7	0	16	76.29	3
D&A	31.11	13.50	0.00	18.7	63.31	5
High Sources	47.78	3.30	0.00	10	61.08	7
Interstate	30.16	15.00	5.00	18.5	68.66	4
Jani-King	50.00	3.30	0.00	0	53.3	8
Marsden	35.90	17.50	5.00	21	79.4	2
Trusted Hand	45.15	17.10	0.00	20.4	82.65	1
United	26.65	15.00	0	19.8	61.45	6

M. Ventura	Quotation of Rates (50 Points)	Experience, Location, Availability (20 Points)	CIMS Certification (5 Points)	Quality Metrics (25 Points)	Total	Rank
ACP	45.59	13.4	0	16	74.99	3
D&A	31.11	17.00	0.00	21	69.11	5
High Sources	47.78	12.00	0.00	13	72.78	4
Interstate	30.16	14.70	5.00	15.3	65.16	6
Jani-King	50.00	3.30	0.00	0	53.3	8
Marsden	35.90	15.00	5.00	20	75.9	2
Trusted Hand	45.15	17.00	0.00	21	83.15	1
United	26.65	11.30	0	16.3	54.25	7

Overall Averages	Quotation of Rates (50 Points)	Experience, Location, Availability (20 Points)	CIMS Certification (5 Points)	Quality Metrics (25 Points)	Total
Trusted Hand	45.59	13.93	0.00	17.67	83.98
Marsden	31.11	16.83	0.00	21.57	77.97
ACP	47.78	6.20	0.00	9.00	77.19
Interstate	30.16	15.57	5.00	18.93	69.66
D&A	50.00	4.53	0.00	0.00	69.51
High Sources	35.90	16.40	5.00	20.67	62.98
United	45.15	17.37	0.00	21.47	60.12
Jani-King	26.65	14.43	0.00	19.03	54.53

Disqualified - Kita and BCG

Approved by the JEA Awards Committee

Date: 05/19/2022 Item# 5

Formal Bid and Award System

Award #5 May 19, 2022

Type of Award Request: REQUEST FOR PROPOSALS (RFP)
Request #: 395
Requestor Name: Ventura, Mildred - Contract Specialist
Requestor Phone: (904) 665-5201
Project Title: Facilities Roofing Repair and Installation Services
Project Number: HE30801, 8007350 RCP-250-W, 8007290 RCP-250-E
Project Location: JEA
Funds: O&M and Capital
Budget Estimate: $1,000,000.00
Scope of Work:
JEA owns approximately 1,814 structures requiring roof maintenance, primarily in Duval, Clay, Nassau, and St. Johns Counties. The purpose of this solicitation is to establish pricing for the following roofing services: installation, repair, insulation and sheet metal flashing.

JEA IFB/RFP/State/City/GSA#: 1410583446
Purchasing Agent: Selders, Elaine L.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
REGISTER ROOFING & SHEET METAL INC.	Lincoln Register	lincoln@registerroofing.com	4632 Sub Chaser Ct, JACKSONVILLE, FL 32244	904-215-8533	$1,264,064.48

Amount for entire term of Contract/PO: $1,264,064.48
Award Amount for remainder of this FY: $322,450.45
Length of Contract/PO Term: One (1) Year w/Three (3) – One (1) Yr. Renewals
Begin Date (mm/dd/yyyy): 06/01/2022
End Date (mm/dd/yyyy): 05/31/2023
Renewal Options: YES - Three (3) - One (1) Yr. Renewals
JSEB Requirement: Five Percent (5%) – Goal
Comments on JSEB Requirements:
Hager Construction (Materials) – 6% - $75,843.87

Name	Amount	Score
REGISTER ROOFING & SHEET METAL INC.	$3,413,400.00	95.00
CHILDERS ROOFING & SHEET METAL INC.	$3,570,045.00	86.37
ADVANCED ROOFING, INC.	$4,188,975.00	82.27

Background/Recommendations:

Advertised on 02/15/2022. Four (4) prime companies attended the optional pre-proposal meeting held on 02/23/2022. At Proposal opening on 03/22/2022, JEA received three (3) Proposals. JEA evaluated the companies on rates, past experience, performance issues and warranties, and design approach. Register Roofing and Sheet Metal, Inc. has been deemed the highest evaluated Responsive and Responsible Proposer. A copy of the Proposal Form, Proposal Workbook and Evaluation results are attached as backup.

This contract is utilized by both the Facilities O&M and Capital Project groups. The Capital Project group utilizes the contract when unplanned asset failures occur, and the O&M project group utilizes it for general roofing repairs. The contract workbook is comprised of scenario-based service descriptions and is not intended to represent annual usage. This method offers the advantage of capturing industry savings for the respective scenarios. The budget estimate is a compilation of estimated Capital project work, O&M Services, and average annual usage over the last three years under the current contract. These numbers are estimates and can fluctuate depending on the severity and frequency of major repairs and unplanned failures.

The award amount is approximately twenty-six percent (26%) higher than the budget estimate. The award amount was calculated by using the annual average spend over the last three years for O&M services, and it includes an allowance for the overall rate increase reflected in the current bid submission. The Capital portion of the award amount is closely aligned to actual annual usage and mirrors the approved Capital budget. When comparing the rates of the current contract to the new contract, there was approximately a twelve percent (12%) normalized increase in rates, which has been attributed to material and labor price increases. In addition, there was an approximate twenty-seven percent (27%) increase due to services added to the workbook to establish unit prices for work not referenced under the current contract workbook. It should be noted that the contract is being awarded to the incumbent and that the rates remained the same during their last six-year contract term, so the increase in rates are deemed reasonable. No additional funding for FY22 is required at this time, and the additional funds required for FY23 have been identified using an existing line item.

1410583446 – Request approval to award a contract to Register Roofing and Sheet Metal, Inc. for Facilities Roofing Repair and Installation Services in the amount of $1,264,064.48, subject to the availability of lawfully appropriated funds.

Manger:	Newton-Green, Melanie - Mgr Business Operations
Director:	Brunell, Baley L. - Dir Facilities & Fleet Services
VP:	McElroy, Alan D. - VP Supply Chain & Operations Support

APPROVALS:

Stephen Doty 5-19-22

Chairman, Awards Committee **Date**

Stephanie M Healy 5/20/2022

Budget Representative **Date**

1410583446 APPENDIX B - PROPOSAL FORM
FACILITIES ROOFING REPAIR AND INSTALLATION SERVICES

PROPOSER INFORMATION:

PROPOSER NAME: Register Roofing & Sheet Metal, Inc.

BUSINESS ADDRESS: 4632 Sub Chaser Ct

CITY, STATE, ZIP CODE: Jacksonville, FL 32244

TELEPHONE: 904-215-8533

FAX: 904-213-7833

EMAIL OF CONTACT: lincoln@registerroofing.com

WEBSITE: www.registerroofing.com

BOND REQUIREMENTS

BID SECURITY REQUIREMENTS
Certified Check or Bond (Five Percent 5%)

SECTION 255.20, FLORIDA STATUTES CONTRACT BOND
Bond Required 100% of Proposal Award

SELECTION CRITERIA

QUOTATION OF RATES
Maximum score for criterion is: 40 Points
Proposer shall provide pricing for the Contract by completing the enclosed **Appendix B – Proposal Workbook and Proposal Form**. The rates provided shall be all-inclusive and shall include all profit, taxes, benefits, travel, and all other overhead items.

Please note, the rates or lump sums quoted by Proposer on the Proposal Form must be firm prices, not estimates. ANY MODIFICATIONS, EXCEPTIONS, OR OBJECTIONS CONTAINED WITHIN THE PROPOSAL FORM SHALL SUBJECT THE PROPOSAL TO DISQUALIFICATION.

Description of Services – 1410583446 Facilities Roofing Repair and Installation Services	Total One (1) Year Proposal Price
Total One (1) Year Proposal Price – Transfer total from Appendix B – Proposal Workbook. This number will be entered in Zycus.	$3,413,400.00

PAST EXPERIENCE
Maximum score for this criterion: 10 Points
Proposer shall provide one (1) resume for the Account Manager available to work on the JEA engagement. At minimum, the resume shall present the employee's name, title, and years of service with the company, applicable professional registrations, education and work experience. The Proposer shall also submit a verifiable local business address for this person, their availability and their expected average response time to JEA.

PERFORMANCE ISSUES AND WARRANTIES
Maximum score for this criterion: 25 Points
The Proposer shall submit a written "Quality Plan" addressing, at a minimum, the following elements for JEA, and how it specifically applies to the following needs of JEA:

- Coverage, Adequacy and Frequency of Inspection
  - How will the Proposer determine if the specified Service Levels are being met across all sites?
  - What will be inspected?
  - Who will complete the inspections?
  - What will be the frequency of inspections?
  - What will be the coverage (Frequency of all sites receiving inspections)?

- Frequency and Delivery of Metric Reporting
  - What Quality Metrics will be tracked?
  - How often will reporting be provided to JEA?
  - How will the data be made available to JEA?
  - How will the reporting be delivered? Electronically or via hard copy?
- Follow Up Action Plan for Failed Inspections
  - Please propose a "Follow Up Action Plan" for any failed inspections.

Proposer may provide this information in its own format to be attached to Appendix B – Proposal Form.

DESIGN APPROACH TO CONTRACT MANAGEMENT AND SCHEDULE

Maximum points for this criterion: 25 Points

Describe your Company's approach in providing the services described in the Scope of Work for this RFP. Describe the approach of how your Company will provide the services, ensure timely completion, provide quality workmanship and accomplish required objectives within the project schedule.

Proposer may provide this information in its own format to be attached to Appendix B – Proposal Form. The section is limited to a maximum of two (2) pages.

Proposers's Certification

By submitting this Proposal, the Proposer certifies (1) that the Proposer has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Proposer, and (3) that the Proposer is legally authorized to do business and maintains an active status, in the State of Florida. The Company certifies that its recent, current, and projected workload will not interfere with the Proposer's ability to Work in a professional, diligent and timely manner.

The Proposer certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Proposer shall immediately notify JEA of status change.

Please initial below:

____ **(Initials) 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".**

We have received addenda ____1____ through ____2____

Signature of Authorized Officer of Proposer or Agent

3/29/2022
Date

Lincoln Register, President
Printed Name & Title

904-215-8533
Phone Number

APPENDIX B - PROPOSAL WORKBOOK

FACILITIES ROOFING REPAIR AND INSTALLATION SERVICES

COMPANY NAME	Register Roofing and Sheet Metal Co., Inc.

Company must submit pricing in the yellow cells where indicated in sections I through IV to perform all services as described in Appendix A - Technical Specifications. These services will be scheduled on an as-needed basis. Labor prices should include travel time, travel mileage, profit, labor burden, fuel charges, meals, per diem, worksite clean up, equipment and anything needed to accomplish job. No separate billable line item will be paid by JEA without prior written approval from the JEA Contract Administrator. Labor time begins when contractor is on JEA property. The estimated one (1) year quantities provided in each section are to be used as guidelines and are not a guarantee of work.

***Definition of square applies to sections I through IV: 100 square feet of roofing material installed with proper exposure. It is not 100 square feet of roofing material, however it is the amount of material required to cover 100 square feet of a roof deck.**

SECTION I - REPAIR AND INSTALLATION SERVICES

Company must submit pricing in column F. Unit price provided for "Item Description", colunm B, must include all equipment, hoisting, material, parts and labor associated with completion.

Item No	Item Description	Estimated Annual Usage	Unit of Measure	Unit Price Installed (Parts and Labor)	Extended Price
1.1	Remove and dispose of 1 square of 6 ply coal tar pitch of one roof assembly including insulation, down to roof substrate.	100	Sq	$ 180.00	$ 18,000.00
1.1.a.	Remove and dispose of 1 square of ballasted built up roof system of one roof assembly including insulation, down to roof substrate.	300	Sq	$ 200.00	$ 60,000.00
1.2	Remove and dispose of 1 square of modified bitumen on one roof assembly including insulation down to roof substrate.	300	Sq	$ 205.00	$ 61,500.00
1.2a	Remove and dispose of 1 square of lightweight concrete down to roof substrate.	100	Sq	$ 190.00	$ 19,000.00
1.3	Provide and install 1 square of field roofing (2 ply modified bitumen) and 1/2" coverboard fully adhered.	225	Sq	$ 900.00	$ 202,500.00
1.4	Provide and install 1 square of field roofing (2 ply modified bitumen) and R-38 poly ISO fully adhered.	100	Sq	$ 1,470.00	$ 147,000.00
1.4a	Provide and install 1 square of field roofing (2 ply modified bitumen) and R-38 1/4" tapered poly ISO, and 1/2" coverboard fully adhered.	125	Sq	$ 2,300.00	$ 287,500.00
1.5	Provide and install 1 square of field roofing (2 ply modified bitumen) and R-20 poly ISO, and 1/2" coverboard fully adhered.	100	Sq	$ 1,395.00	$ 139,500.00
1.5a	Provide and install 1 square of field roofing (2 ply modified bitumen) and R-20 1/4" tapered poly ISO, and 1/2" coverboard fully adhered.	125	Sq	$ 2,125.00	$ 265,625.00
1.6	Provide and install 1 square of field roofing (2 ply modified bitumen) and 1/2" coverboard mechanically fastened.	225	Sq	$ 880.00	$ 198,000.00
1.7	Provide and install 1 square of field roofing (2 ply modified bitumen) and R-38 poly ISO fully adhered mechanically fastened.	100	Sq	$ 1,295.00	$ 129,500.00
1.8	Provide and install 1 square of field roofing (2 ply modified bitumen) and R-38 1/4" tapered poly ISO, and 1/2" coverboard mechanically fastened.	125	Sq	$ 1,770.00	$ 221,250.00
1.9	Provide and install 1 square of field roofing (2 ply modified bitumen) and R-20 poly ISO, and 1/2" coverboard mechanically fastened.	100	Sq	$ 1,220.00	$ 122,000.00
1.10	Provide and install 1 square of field roofing (2 ply modified bitumen) and R-20 1/4" tapered poly ISO, and 1/2" coverboard mechanically fastened.	125	Sq	$ 1,605.00	$ 200,625.00
1.11	Provide and install 1 square of architectual shingle roofing over 40 mil ice and water shield with aluminum drip edge.	125	Sq	$ 670.00	$ 83,750.00
1.12	Less than 15 SQ roof replacement small project fee.	10	ea	$ 4,500.00	$ 45,000.00
1.13	Provide and install 1 SF of (PERMA FLASH) two part Fluid applied roofing.	500	SF	$ 21.00	$ 10,500.00
1.14	Provide and install 1 each (ZURN 126) cast iron roof drains with strainer basket. Including tie-in to PVC, copper, or cast iron line and roof flashing.	10	ea	$ 1,100.00	$ 11,000.00
1.15	Provide and install 1 each (Hercules RetroDrain) with strainer basket. Including tie-in to PVC, copper, or cast iron line and roof flashing.	20	ea	$ 685.00	$ 13,700.00
1.16	Provide and install flashing for 1 pipe penetrations 6" in diameter.	50	ea	$ 190.00	$ 9,500.00
1.17	Provide and install 1 LF of aluminum coping with a 24" stretch out.	1000	LF	$ 32.00	$ 32,000.00
1.18	Provide and install 1 LF of aluminum coping with 6" X 6" gutter and 24" stretch out.	800	LF	$ 29.00	$ 23,200.00
1.19	Provide and install 1 LF of aluminum down spout 6" X 6".	200	LF	$ 28.00	$ 5,600.00
1.20	Provide and install 1 LF of aluminum edge metal with 12" stretch out.	1000	LF	$ 19.00	$ 19,000.00

1.21	Provide and install 1 aluminum metal scupper with conductor head 12" X 12" X 24".	20	ea	$ 625.00	$ 12,500.00
1.22	Provide and install 1 square of 30 year architectural shingles (flashing and drip edge included).	100	Sq	$ 390.00	$ 39,000.00
1.23	Provide and install 1 sheet of 3/4" plywood.	20	ea	$ 245.00	$ 4,900.00
1.24	Provide and install 1 coated aluminum off ridge vent 2' X 4'.	10	ea	$ 190.00	$ 1,900.00
1.25	Provide and install one layer of TPO roofing mechanically fastener over R-20 insulation.	50	Sq	$ 705.00	$ 35,250.00
1.26	Provide and install 1 LF of elastomeric caulking.	1000	LF	$ 12.00	$ 12,000.00
1.27	Provide and install 1 6"x6" pourable sealerfiller pitch pocket restoration.	50	ea	$ 300.00	$ 15,000.00
1.28	Provide and install 1 SQ of silicone roof coating per manufacturer's 10 year labor and material requirements (Over Metal Roof).	1500	Sq	$ 335.00	$ 502,500.00
1.29	Provide and install 1 SQ of silicone roof coating per manufacturer's 10 year labor and material requirements (Over Mod Bit Roof).	1500	Sq	$ 245.00	$ 367,500.00
1.30	Snake roof drains, scuppers, and down spouts. Water test to ensure positive drainage. Drain pipe/down spout dimensions up to 2".	12	ea	$ 800.00	$ 9,600.00
1.31	Snake roof drains, scuppers, and down spouts. Water test to ensure positive drainage. Drain pipe/down spout dimensions greater than 2" up to 4".	6	ea	$ 1,200.00	$ 7,200.00
1.32	Snake roof drains, scuppers, and down spouts. Water test to ensure positive drainage. Drain pipe/down spout dimensions greater than 4" up to 6".	1	ea	$ 1,500.00	$ 1,500.00
1.33	Snake roof drains, scuppers, and down spouts. Water test to ensure positive drainage. Drain pipe/down spout dimensions greater than 6" up to 12".	1	ea	$ 1,700.00	$ 1,700.00
		TOTAL SECTION I			**$ 3,335,800.00**

1410583446 Facilities Roofing Repair and Installation Service

Vendor Rankings	C. Crane	M. Ventura	L Costea	Σ Rank	**Rank**	**Bid Amount**
Advanced Roofing	2	2	2	6	**2**	$3,570,045.00
Childers Roofing	3	3	3	9	**3**	$4,188,975.00
Register Roofing	1	1	1	3	**1**	$3,413,400.00

C. Crane	Quotation of Rates (40 Points)	Past Experience (10 Points)	Performance Issues and Warranties (25 Points)	Design Approach (25 Points)	Total	Rank
Advanced Roofing	38.2	10	22.5	22	92.7	2
Childers Roofing	32.6	9	21	24	86.6	3
Register Roofing	40	10	23	24	97	1

M. Ventura	Quotation of Rates (40 Points)	Past Experience (10 Points)	Performance Issues and Warranties (25 Points)	Design Approach (25 Points)	Total	Rank
Advanced Roofing	38.2	9	16	17	80.2	2
Childers Roofing	32.6	9	18	18	77.6	3
Register Roofing	40	10	24	19	93	1

L Costea	Quotation of Rates (40 Points)	Past Experience (10 Points)	Performance Issues and Warranties (25 Points)	Design Approach (25 Points)	Total	Rank
Advanced Roofing	38.2	8	18	22	86.2	2
Childers Roofing	32.6	9	18	23	82.6	3
Register Roofing	40	10	22	23	95	1

Overall Averages	Quotation of Rates (40 Points)	Past Experience (10 Points)	Performance Issues and Warranties (25 Points)	Design Approach (25 Points)	Total
Advanced Roofing	38.20	9.00	18.83	20.33	86.37
Childers Roofing	32.60	9.00	19.00	21.67	82.27
Register Roofing	40.00	10.00	23.00	22.00	95.00

Approved by the JEA Awards Committee

Date: 05/19/2022 Item# 6

Formal Bid and Award System

Award #6 May 19, 2022

Type of Award Request: REQUEST FOR PROPOSAL (RFP)
Request #: 345
Requestor Name: Jason Rinehart
Requestor Phone: 904-625-5974
Project Title: Circuit 853/822 Tower 39 Lattice Tower Repairs
Project Number: 8007593
Project Location: JEA
Funds: Capital
Budget Estimate: $1,800,000.00
Scope of Work:

The purpose of this Request for Proposals (this "RFP") is to evaluate and select a vendor that can provide Design-Build Services for Circuits 853/822 Tower 39 Foundation Rehabilitation (collectively, the "Work" or "Services"). The scope of work for this project includes architectural, engineering, and contractor services which will be competitively sourced as a single team through this solicitation process. The selected team will create a 10% drawing (plan), to be approved by all stakeholders. The 30%, 60%, 90% and 100% design documents will then be created, with stakeholder review at each phase. The required construction documents will be subject to review and approval by the JEA Engineering team.

Long Lead Items: Facilities will purchase long lead and expensive capital items to reduce the construction time line, where such purchase is beneficial to JEA.

The scope of services includes, but is not necessarily limited to, the items listed below. The following items are considered basic to the RFP response:

- Resource loaded project plan – estimated hours and rates for investigation, discovery, design, materials and rehabilitation of tower structure 39.
- Project Design proposed design for the rehabilitation of the tower structure
- Upon 30 or 60% design, the successful awardee will submit Guaranteed Maximum Price (GMP) for review and approval, should JEA not approve the GMP, JEA may terminate the contract for convenience and pay for current costs incurred, JEA may elect to have the company complete the design and have a third party bid the construction.
- Should JEA proceed to construction, the company shall complete the project for the GMP developed during design.

JEA IFB/RFP/State/City/GSA#: **1410542646**
Purchasing Agent: Rodney Lovgren
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
UNDERWATER MECHANIX SERVICES LLC	ERIC SUMMERS	esummers@ uwmechanix.com	1004 EASTPORT ROAD,	(904) 503-2191	$169,795.38

			JACKSONVILLE, FL 32218		

Amount for entire term of Contract/PO: $169,795.38
Award Amount for remainder of this FY: $121,579.15
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 06/01/2022
End Date (mm/dd/yyyy): Project Completion (Expected: 7/31/2023)
JSEB Requirement: Optional
Comments on JSEB Requirements:

PROPOSERS:

Name	Points	Rank
UNDERWATER MECHANIX SERVICES LLC	79.4	1
EXO	74.8	2
MADCON INC.	66.9	3

Background/Recommendations:

Advertised on 01/12/2022. Four (4) prime companies attended the mandatory pre-proposal meeting held on 01/20/2022. At proposal opening on 03/08/2022, JEA received three (3) proposals. The public evaluation meeting was held on 04/11/2022 and JEA deemed Underwater Mechanix Services LLC (UWM) most qualified to perform the work. A copy of the evaluation matrix, negotiated schedule and fees are attached as backup.

Negotiations with UWM were successfully completed. The proposed engineering design proposal is 6.1% higher than the budgeted engineering estimate of $160,000.00 due to JEA requesting UWM to include cathodic protection design which was not included in the original estimate. The design proposal is 10.4% of the estimated construction costs of $1,640,000.00 and is deemed reasonable.

1410542646 – Request approval to award a contract to Underwater Mechanix Services LLC for engineering services for the Circuit 853/822 Lattice Tower 39 foundation repair in the amount of $169,795.38, subject to the availability of lawfully appropriated funds.

Manager: Hamilton, Darrell D. – Mgr. Transmission and Substation Projects
Director: Acs, Gabor – Sr. Dir Engineering & Projects
VP: Erixton, Ricky D. - VP Electric Systems

APPROVALS:

Stephen Doty 5-19-22

Chairman, Awards Committee **Date**

Stephanie M Healy 5/20/2022

Budget Representative **Date**

1410542646 DB Tower 39 Lattice Tower Foundation Repairs for JEA

Vendor Rankings	Jason Rinehart	Sebastian Chmist	Jonathan Maywood	Σ Rank	Rank	Average
UMX	1	1	1	3	1	79.4
EXO	2	2	2	6	2	74.8
Madcon	3	3	3	9	3	66.9

Jason Rinehart	Professional Staff Experience (25 Points)	Design Approach and Work Plan (40 Points)	Company Experience (30 Points)	JSEB (5 Points)	Total	Rank
Madcon	13.80	25	30	0	68.8	3
EXO	18.40	32	22.5	0	72.9	2
UMX	18.40	33	30	0	81.4	1

Sebastian Chmist	Professional Staff Experience (25 Points)	Design Approach and Work Plan (40 Points)	Company Experience (30 Points)	JSEB (5 Points)	Total	Rank
Madcon	18.80	31	20	0	69.8	3
EXO	22.20	33	18	0	73.2	2
UMX	23.00	37	18	0	78.0	1

Jonathan Maywood	Professional Staff Experience (25 Points)	Design Approach and Work Plan (40 Points)	Company Experience (30 Points)	JSEB (5 Points)	Total	Rank
Madcon	20.20	27	15	0	62.2	3
EXO	20.20	37	21	0	78.2	2
UMX	21.80	32	25	0	78.8	1

Overall Averages	Professional Staff Experience (25 Points)	Design Approach and Work Plan (40 Points)	Company Experience (30 Points)	JSEB (5 Points)	Total
Madcon	17.60	27.67	21.67	0.00	66.9
EXO	20.27	34.00	20.50	0.00	74.8
UMX	21.07	34.00	24.33	0.00	79.4

PROJECT ESTIMATE: $1,800,000.00

ENG. ESTIMATE: $160,000.00

Item	FY 2022	FY 2023	
Budget	$ 130,000.00	$ 30,000.00	$ 160,000.00
Construction		$ 1,640,000.00	$ 1,640,000.00
			$ 1,800,000.00
Design Work	$ 121,579.15	$ 48,216.23	$ 169,795.38
Construction			

Evaluation Matrix

Specification: 1410542646 Design-Build Services for Tower 39 Rehab	Firm:	Madcon	Evaluator:	Rinehart

Professional Staff Experience (25 Points)

Team Experience	0-5 points	5.00

Resume Titles	Depth of Experience	Total 0-20 points
Overall Project Manager	10	10
Stuctural or Civial Engineer	10	10
Corrosion Specialist	20	20
Construction Inspector	4	4
Construction Manage or Superintendent	0	0
	Total	44.00
	Total Score / Maximum Possible Score x Maximum Points	8.80

8.80

Design Approach and Work Plan (40 Points)

Narrative of Project & Understanding of Project Issues	Very Good	Good	Average / No Information	7
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
How project will be implemented from start to finish	Very Good	Good	Average / No Information	7
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
Amount of construction work to be performed by Construction Contractor	Very Good	Good	Average / No Information	5
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Cost Effectiveness of Proposed Solutions	Very Good	Good	Average / No Information	4
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Comprehensive Resource Plan & Schedule	Very Good	Good	Average / No Information	2
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	

Company Experience and Performance (30 Points)

A summary of two similar projects	Very Good	Good	Average	Poor	20
(20 points)	(18-20 points)	(15-17 points)	(10-14 points)	(0-9 points)	
Published project documents with brief description of how the report framework will be modified for JEA's project	Very Good	Good	Average	Poor	10
(10 points)	(9-10 points)	(6-8 points)	(5-3 points)	(0-2 points)	

Jacksonville Small & Emerging Business Program (JSEB) (5 Points)

Amount of work that will be subcontracted. (based on dollars and not man-hours)	COJ/JEA Certified JSEB Firm	Sub ≥ 5%	Sub ≥ 3% and < 5%	Sub ≥ 2% and < 3%	Sub ≥ 1% and < 2%	Sub < 1%	0
(5 points)	(5 points)	(4 points)	(3 points)	(2 points)	(1 point)	(0 point)	

Total Points	**68.80**

Optional Additional Comments:

Evaluation Matrix

Specification: 1410542646 Design-Build Services for Tower 39 Rehab	Firm:	EXO	Evaluator:	Rinehart

Professional Staff Experience (25 Points)

Team Experience	0-5 points		4.00
Resume Titles	Depth of Experience	Total 0-20 points	14.40
Overall Project Manager	10	10	
Stuctural or Civial Engineer	20	20	
Corrosion Specialist	20	20	
Construction Inspector	12	12	
Construction Manage or Superintendent	10	10	
	Total	72.00	
	Total Score / Maximum Possible Score x Maximum Points	14.40	

Design Approach and Work Plan (40 Points)

Narrative of Project & Understanding of Project Issues	Very Good	Good	Average / No Information	8
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
How project will be implemented from start to finish	Very Good	Good	Average / No Information	9
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
Amount of construction work to be performed by Construction Contractor	Very Good	Good	Average / No Information	3
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Cost Effectiveness of Proposed Solutions	Very Good	Good	Average / No Information	4
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Comprehensive Resource Plan & Schedule	Very Good	Good	Average / No Information	8
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	

Company Experience and Performance (30 Points)

A summary of two similar projects	Very Good	Good	Average	Poor	15
(20 points)	(18-20 points)	(15-17 points)	(10-14 points)	(0-9 points)	
Published project documents with brief description of how the report framework will be modified for JEA's project	Very Good	Good	Average	Poor	7.5
(10 points)	(9-10 points)	(6-8 points)	(5-3 points)	(0-2 points)	

Jacksonville Small & Emerging Business Program (JSEB) (5 Points)

Amount of work that will be subcontracted. (based on dollars and not man-hours)	COJ/JEA Certified JSEB Firm	Sub ≥ 5%	Sub ≥ 3% and < 5%	Sub ≥ 2% and < 3%	Sub ≥ 1% and < 2%	Sub < 1%	0
(5 points)	(5 points)	(4 points)	(3 points)	(2 points)	(1 point)	(0 point)	

Total Points	**72.90**

Optional Additional Comments:

Evaluation Matrix

Specification: 1410542646 Design-Build Services for Tower 39 Rehab	Firm:	Underwater Mechanics Services	Evaluator:	Rinehart

Professional Staff Experience (25 Points)

Team Experience	0-5 points		4.00
Resume Titles	Depth of Experience	Total 0-20 points	14.40
Overall Project Manager	15	15	
Stuctural or Civial Engineer	15	15	
Corrosion Specialist	20	20	
Construction Inspector	20	20	
Construction Manage or Superintendent	2	2	
	Total	72.00	
	Total Score / Maximum Possible Score x Maximum Points	14.40	

Design Approach and Work Plan (40 Points)

Narrative of Project & Understanding of Project Issues	Very Good	Good	Average / No Information	8
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
How project will be implemented from start to finish	Very Good	Good	Average / No Information	9
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
Amount of construction work to be performed by Construction Contractor	Very Good	Good	Average / No Information	5
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Cost Effectiveness of Proposed Solutions	Very Good	Good	Average / No Information	3
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Comprehensive Resource Plan & Schedule	Very Good	Good	Average / No Information	8
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	

Company Experience and Performance (30 Points)

A summary of three similar projects	Very Good	Good	Average	Poor	20
(20 points)	(18-20 points)	(15-17 points)	(10-14 points)	(0-9 points)	
Published project documents with brief description of how the report framework will be modified for JEA's project	Very Good	Good	Average	Poor	10
(10 points)	(9-10 points)	(6-8 points)	(5-3 points)	(0-2 points)	

Jacksonville Small & Emerging Business Program (JSEB) (5 Points)

Amount of work that will be subcontracted. (based on dollars and not man-hours)	COJ/JEA Certified JSEB Firm	Sub ≥ 5%	Sub ≥ 3% and < 5%	Sub ≥ 2% and < 3%	Sub ≥ 1% and < 2%	Sub < 1%	0
(5 points)	(5 points)	(4 points)	(3 points)	(2 points)	(1 point)	(0 point)	

Total Points	**81.40**

Optional Additional Comments:

Evaluation Matrix

Specification: 1410542646 Design-Build Services for Tower 39 Rehab	Firm:	Madcon	Evaluator:	Sebastian Chmist

Professional Staff Experience (25 Points)

Team Experience	0-5 points		5.00
Resume Titles	Depth of Experience	Total 0-20 points	13.80
Overall Project Manager	19	19	
Stuctural or Civial Engineer	18	18	
Corrosion Specialist	14	14	
Construction Inspector -	0	0	
Construction Manage or Superintendent	18	18	
	Total	69.00	
	Total Score / Maximum Possible Score x Maximum Points	13.80	

Design Approach and Work Plan (40 Points)

Narrative of Project & Understanding of Project Issues	Very Good	Good	Average / No Information	7
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
How project will be implemented from start to finish	Very Good	Good	Average / No Information	9
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
Amount of construction work to be performed by Construction Contractor	Very Good	Good	Average / No Information	5
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Cost Effectiveness of Proposed Solutions	Very Good	Good	Average / No Information	5
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Comprehensive Resource Plan & Schedule	Very Good	Good	Average / No Information	5
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	

Company Experience and Performance (30 Points)

A summary of two similar projects	Very Good	Good	Average	Poor	20
(20 points)	(18-20 points)	(15-17 points)	(10-14 points)	(0-9 points)	
Published project documents with brief description of how the report framework will be modified for JEA's project	Very Good	Good	Average	Poor	0
(10 points)	(9-10 points)	(6-8 points)	(5-3 points)	(0-2 points)	

Jacksonville Small & Emerging Business Program (JSEB) (5 Points)

Amount of work that will be subcontracted. (based on dollars and not man-hours)	COJ/JEA Certified JSEB Firm	Sub ≥ 5%	Sub ≥ 3% and < 5%	Sub ≥ 2% and < 3%	Sub ≥ 1% and < 2%	Sub < 1%	0
(5 points)	(5 points)	(4 points)	(3 points)	(2 points)	(1 point)	(0 point)	

Total Points	**69.80**

Optional Additional Comments:

Evaluation Matrix

Specification: 1410542646 Design-Build Services for Tower 39 Rehab	Firm:	EXO	Evaluator:	Sebastian Chmist

Professional Staff Experience (25 Points)

Team Experience	0-5 points		5.00
Resume Titles	Depth of Experience	Total 0-20 points	17.20
Overall Project Manager	13	13	
Stuctural or Civial Engineer	20	20	
Corrosion Specialist	18	18	
Construction Inspector	18	18	
Construction Manage or Superintendent	17	17	
	Total	86.00	
	Total Score / Maximum Possible Score x Maximum Points	17.20	

Design Approach and Work Plan (40 Points)

Narrative of Project & Understanding of Project Issues	Very Good	Good	Average / No Information	8
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
How project will be implemented from start to finish	Very Good	Good	Average / No Information	9
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
Amount of construction work to be performed by Construction Contractor	Very Good	Good	Average / No Information	3
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Cost Effectiveness of Proposed Solutions	Very Good	Good	Average / No Information	3
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Comprehensive Resource Plan & Schedule	Very Good	Good	Average / No Information	10
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	

Company Experience and Performance (30 Points)

A summary of two similar projects	Very Good	Good	Average	Poor	18
(20 points)	(18-20 points)	(15-17 points)	(10-14 points)	(0-9 points)	
Published project documents with brief description of how the report framework will be modified for JEA's project	Very Good	Good	Average	Poor	0
(10 points)	(9-10 points)	(6-8 points)	(5-3 points)	(0-2 points)	

Jacksonville Small & Emerging Business Program (JSEB) (5 Points)

Amount of work that will be subcontracted. (based on dollars and not man-hours)	COJ/JEA Certified JSEB Firm	Sub ≥ 5%	Sub ≥ 3% and < 5%	Sub ≥ 2% and < 3%	Sub ≥ 1% and < 2%	Sub < 1%	0
(5 points)	(5 points)	(4 points)	(3 points)	(2 points)	(1 point)	(0 point)	

Total Points	**73.20**

Optional Additional Comments:

Evaluation Matrix

Specification: 1410542646 Design-Build Services for Tower 39 Rehab	Firm:	Underwater Mechanics Services	Evaluator:	Sebastian Chmist

Professional Staff Experience (25 Points)

Team Experience	0-5 points		5.00
Resume Titles	Depth of Experience	Total 0-20 points	18.00
Overall Project Manager	18	18	
Stuctural or Civial Engineer	20	20	
Corrosion Specialist	18	18	
Construction Inspector	18	18	
Construction Manage or Superintendent	16	16	
	Total	90.00	
	Total Score / Maximum Possible Score x Maximum Points	18.00	

Design Approach and Work Plan (40 Points)

Narrative of Project & Understanding of Project Issues	Very Good	Good	Average / No Information	9
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
How project will be implemented from start to finish	Very Good	Good	Average / No Information	9
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
Amount of construction work to be performed by Construction Contractor	Very Good	Good	Average / No Information	5
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Cost Effectiveness of Proposed Solutions	Very Good	Good	Average / No Information	4
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Comprehensive Resource Plan & Schedule	Very Good	Good	Average / No Information	10
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	

Company Experience and Performance (30 Points)

A summary of two similar projects	Very Good	Good	Average	Poor	18
(20 points)	(18-20 points)	(15-17 points)	(10-14 points)	(0-9 points)	
Published project documents with brief description of how the report framework will be modified for JEA's project	Very Good	Good	Average	Poor	0
(10 points)	(9-10 points)	(6-8 points)	(5-3 points)	(0-2 points)	

Jacksonville Small & Emerging Business Program (JSEB) (5 Points)

Amount of work that will be subcontracted. (based on dollars and not man-hours)	COJ/JEA Certified JSEB Firm	Sub ≥ 5%	Sub ≥ 3% and < 5%	Sub ≥ 2% and < 3%	Sub ≥ 1% and < 2%	Sub < 1%	0
(5 points)	(5 points)	(4 points)	(3 points)	(2 points)	(1 point)	(0 point)	

Total Points	**78.00**

Optional Additional Comments:

Evaluation Matrix

Specification: 1410542646 Design-Build Services for Tower 39 Rehab	Firm:	Madcon	Evaluator:	Maywood

Professional Staff Experience (25 Points)

Team Experience	0-5 points		5.00
Resume Titles	Depth of Experience	Total 0-20 points	15.20
Overall Project Manager	20	20	
Stuctural or Civial Engineer	16	16	
Corrosion Specialist	12	12	
Construction Inspector	12	12	
Construction Manage or Superintendent	16	16	
	Total	76.00	
	Total Score / Maximum Possible Score x Maximum Points	15.20	

Design Approach and Work Plan (40 Points)

Narrative of Project & Understanding of Project Issues	Very Good	Good	Average / No Information	8
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
How project will be implemented from start to finish	Very Good	Good	Average / No Information	5
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
Amount of construction work to be performed by Construction Contractor	Very Good	Good	Average / No Information	5
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Cost Effectiveness of Proposed Solutions	Very Good	Good	Average / No Information	3
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Comprehensive Resource Plan & Schedule	Very Good	Good	Average / No Information	6
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	

Company Experience and Performance (30 Points)

A summary of two three similar projects	Very Good	Good	Average	Poor	15
(20 points)	(18-20 points)	(15-17 points)	(10-14 points)	(0-9 points)	
Published project documents with brief description of how the report framework will be modified for JEA's project	Very Good	Good	Average	Poor	0
(10 points)	(9-10 points)	(6-8 points)	(5-3 points)	(0-2 points)	

Jacksonville Small & Emerging Business Program (JSEB) (5 Points)

Amount of work that will be subcontracted. (based on dollars and not man-hours)	COJ/JEA Certified JSEB Firm	Sub ≥ 5%	Sub ≥ 3% and < 5%	Sub ≥ 2% and < 3%	Sub ≥ 1% and < 2%	Sub < 1%	0
(5 points)	(5 points)	(4 points)	(3 points)	(2 points)	(1 point)	(0 point)	

Total Points	**62.20**

Optional Additional Comments:

Evaluation Matrix

Specification: 1410542646 Design-Build Services for Tower 39 Rehab	Firm:	EXO	Evaluator:	Maywood

Professional Staff Experience (25 Points)

Team Experience	0-5 points		5.00
Resume Titles	Depth of Experience	Total 0-20 points	15.20
Overall Project Manager	12	12	
Stuctural or Civial Engineer	16	16	
Corrosion Specialist	16	16	
Construction Inspector	20	20	
Construction Manage or Superintendent	12	12	
	Total	76.00	
	Total Score / Maximum Possible Score x Maximum Points	15.20	

Design Approach and Work Plan (40 Points)

Narrative of Project & Understanding of Project Issues	Very Good	Good	Average / No Information	9
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
How project will be implemented from start to finish	Very Good	Good	Average / No Information	10
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
Amount of construction work to be performed by Construction Contractor	Very Good	Good	Average / No Information	5
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Cost Effectiveness of Proposed Solutions	Very Good	Good	Average / No Information	5
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Comprehensive Resource Plan & Schedule	Very Good	Good	Average / No Information	8
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	

Company Experience and Performance (30 Points)

A summary of two three similar projects	Very Good	Good	Average	Poor	15
(20 points)	(18-20 points)	(15-17 points)	(10-14 points)	(0-9 points)	
Published project documents with brief description of how the report framework will be modified for JEA's project	Very Good	Good	Average	Poor	6
(10 points)	(9-10 points)	(6-8 points)	(5-3 points)	(0-2 points)	

Jacksonville Small & Emerging Business Program (JSEB) (5 Points)

Amount of work that will be subcontracted. (based on dollars and not man-hours)	COJ/JEA Certified JSEB Firm	Sub ≥ 5%	Sub ≥ 3% and < 5%	Sub ≥ 2% and < 3%	Sub ≥ 1% and < 2%	Sub < 1%	0
(5 points)	(5 points)	(4 points)	(3 points)	(2 points)	(1 point)	(0 point)	

Total Points	**78.20**

Optional Additional Comments:

Evaluation Matrix

Specification: 1410542646 Design-Build Services for Tower 39 Rehab	Firm:	Underwater Mechanics Services	Evaluator:	Maywood

Professional Staff Experience (25 Points)

Team Experience	**0-5 points**		5.00
Resume Titles	**Depth of Experience**	Total 0-20 points	16.80
Overall Project Manager	20	20	
Stuctural or Civial Engineer	12	12	
Corrosion Specialist	20	20	
Construction Inspector	20	20	
Construction Manage or Superintendent	12	12	
	Total	84.00	
	Total Score / Maximum Possible Score x Maximum Points	16.80	

Design Approach and Work Plan (40 Points)

Narrative of Project & Understanding of Project Issues	Very Good	Good	Average / No Information	8
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
How project will be implemented from start to finish	Very Good	Good	Average / No Information	8
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	
Amount of construction work to be performed by Construction Contractor	Very Good	Good	Average / No Information	5
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Cost Effectiveness of Proposed Solutions	Very Good	Good	Average / No Information	3
(5 points)	(4-5 points)	(2-3 points)	(0-1 points)	
Comprehensive Resource Plan & Schedule	Very Good	Good	Average / No Information	8
(10 points)	(8-10 points)	(4-7 points)	(0-3 points)	

Company Experience and Performance (30 Points)

A summary of two three similar projects	Very Good	Good	Average	Poor	18
(20 points)	(18-20 points)	(15-17 points)	(10-14 points)	(0-9 points)	
Published project documents with brief description of how the report framework will be modified for JEA's project	Very Good	Good	Average	Poor	7
(10 points)	(9-10 points)	(6-8 points)	(5-3 points)	(0-2 points)	

Jacksonville Small & Emerging Business Program (JSEB) (5 Points)

Amount of work that will be subcontracted. (based on dollars and not man-hours)	COJ/JEA Certified JSEB Firm	Sub ≥ 5%	Sub ≥ 3% and < 5%	Sub ≥ 2% and < 3%	Sub ≥ 1% and < 2%	Sub < 1%	0
(5 points)	(5 points)	(4 points)	(3 points)	(2 points)	(1 point)	(0 point)	

Total Points	**78.80**

Optional Additional Comments:

UNDERWATER MECHANIX
1004 Eastport Road
Jacksonville, FL 32218
(904) 503-2191
info@uwmechanix.com
underwatermechanix.com

100% Design Proposal
JEA Tower 39

May 12th, 2022

Attn: Rodney Lovgren
Purchasing Agent Senior
Jacksonville Electric Authority (JEA)

Re: JEA- Design Build Pricing Proposal
Circuits 853/822 Tower 39 Foundation Rehabilitation
Jacksonville FL

Please accept this offer as Underwater Mechanix Services (UMX) proposal for the 100% design efforts for the investigation and repair efforts of Tower 39. Pricing includes a thorough Level II inspection which will include pre cleaning to remove all marine growth, Ultrasonic Thickness Testing (NDT) as well as minimal investigating below the existing mudline.

Deliverables

Level II Investigation- Inspection Report with photographic record and measurement of existing conditions
Preliminary Design- Basis of Design Report (BODR) and Recommendations, produce proposal for the Rough Magnitude of Cost.
30% Design- Conceptual Design and Details
60% Design- Drawings, Specifications Outline, Preliminary Cost Estimate, Updated BODR, provide a proposal for the Not to Exceed, Guaranteed Maximum Price (GMP).
90% Design- Drawings, Specifications, Preliminary Cost Estimate, Updated BODR, Permitting information,
Final Design- IFC Drawings and Specifications, Final BODR, Final Cost Estimate, Provide a final price proposal between the 90% and 100% design Phase.

Schedule

- To be provided with each proposal.
- Schedule provided on May 10th, 2022 shows a relative schedule based on assumptions that the pile jackets to be installed are structural, cathodic protection, which will be full length and installed at, or below the mudline.

UMX
UNDERWATER MECHANIX
1004 Eastport Road
Jacksonville, FL 32218
(904) 503-2191
info@uwmechanix.com
underwatermechanix.com

Pricing (See attached Pricing Breakdown)

Level II Investigation
$45,430.55

Preliminary Design
$26,206.40

30% Design
$19,506.85

60% Design
$16,371.03

90% Design
$14,064.33

Final Design
$27,353.72

Cathodic Protection Design
$10,510.50

Engineering Construction Project Management
$10,352.00

Total Design and Management Cost
$169,795.38

UNDERWATER MECHANIX
1004 Eastport Road
Jacksonville, FL 32218
(904) 503-2191
info@uwmechanix.com
underwatermechanix.com

We appreciate the opportunity to work with JEA for the investigation and design efforts toward the repairs to Tower 39. Please feel free to contact me directly with any questions or concerns.

With Kind Regards,

Eric Summers

Manager

(904)382-6457
esummers@uwmechanix.com

JEA Tower 39

Breakdown of Cost

JEA Power Transmisson Tower No 39										
Scope	**UMX Equipment**	**Project Manager (UMX)**	**Assistant PM (UMX)**	**Dive Team (UMX)**	**Prime (UMX) Cost**	**Vector Corrossion Engineer**	**Ball Maritime**	**Sub-Consultant OH 5%**	**Profit 10%**	**Total**
UNIT	DAY	HR	HR	8 HR DAY						
Rates	$ 975.00	$ 130.00	$ 87.50	$ 2,782.00				**5%**	**10%**	
Level 2 Investigaton	$ 4,875.00	$ 1,820.00	$ 262.50	$ 13,910.00	$ 20,867.50		$ 19,460.00	$ 973.00	$ 4,130.05	**$ 45,430.55**
Preliminary Design		$ 2,600.00	$ 350.00		$ 2,950.00		$ 19,880.00	$ 994.00	$ 2,382.40	**$ 26,206.40**
30% Design		$ 1,560.00	$ 350.00		$ 1,910.00		$ 15,070.00	$ 753.50	$ 1,773.35	**$ 19,506.85**
60% Design		$ 1,560.00	$ 350.00		$ 1,910.00		$ 12,355.00	$ 617.75	$ 1,488.28	**$ 16,371.03**
90% Design		$ 2,340.00	$ 350.00		$ 2,690.00		$ 9,615.00	$ 480.75	$ 1,278.58	**$ 14,064.33**
Final Design		$ 2,340.00	$ 350.00		$ 2,690.00		$ 30,083.75	$ 1,504.19	$ 3,427.79	**$ 37,705.73**
Cathodic Protection		$ -	$ -		$ -	$ 9,100.00		$ 455.00	$ 955.50	**$ 10,510.50**
TOTALS					**$ 33,017.50**	**$ 9,100.00**	**$ 106,463.75**	**$ 5,778.19**	**$ 15,435.94**	**$ 169,795.38**

Preliminary Schedule

Fri 7/1/22 — Start Wed 6/22/22 — Finish Wed 7/5/23

Jul '22 | Aug '22 | Sep '22 | Oct '22 | Nov '22 | Dec '22 | Jan '23 | Feb '23 | Mar '23 | Apr '23 | May '23 | Jun '23 | Jul '23

Add tasks with dates to the timeline

	Task Mode	Task Name	Duration	Start	Finish
1		**JEA TOWER 39 DESIGN BUILD**			
2		**Design Phase**			
3		Contract Award/ Contract Review	5 days	Wed 6/22/22	Tue 6/28/22
4		Level 2 Investigation	22 days	Tue 6/28/22	Wed 7/27/22
5		Preliminary Design	14 days	Wed 7/27/22	Mon 8/15/22
6		30% design	14 days	Tue 8/16/22	Fri 9/2/22
7		60% design	14 days	Fri 9/2/22	Wed 9/21/22
8		90% design	10 days	Wed 9/21/22	Tue 10/4/22
9		Final Design	8 days	Tue 10/4/22	Thu 10/13/22
10		**Construction Phase**			
11		Product Submittal	24 days	Tue 10/4/22	Fri 11/4/22
12		Mobilization	8 days	Fri 11/4/22	Tue 11/15/22
13		Preperation of Pile (Steel Splices, Rebar Cages, etc.) 1-18	28 days	Tue 11/15/22	Thu 12/22/22
14		Installation of Cathodic System Pile 1-18	20 days	Thu 12/22/22	Wed 1/18/23
15		Installation of Pile Jackets 1-18	14 days	Wed 1/18/23	Mon 2/6/23
16		Install Pile Jacket stiffiners/strongbacks	10 days	Mon 2/6/23	Fri 2/17/23
17		Place jacket Filler Material Pile 1-18	4 days	Fri 2/17/23	Wed 2/22/23
18		Remove Strongbacks Clean Pile	2 days	Wed 2/22/23	Thu 2/23/23
19		Repair Pile Caps	10 days	Thu 2/23/23	Wed 3/8/23
20		Repair Tower Foundation/footing	10 days	Wed 3/8/23	Tue 3/21/23
21		Route Junction Boxes	4 days	Tue 3/21/23	Fri 3/24/23
22		Place Pile Jacket Chamfers	2 days	Fri 3/24/23	Mon 3/27/23
23		Demobilization	15 days	Mon 3/27/23	Fri 4/14/23
24		Closeout	15 days	Fri 4/14/23	Thu 5/4/23
25		Weather/Engineering Unknowns	45 days	Thu 5/4/23	Wed 7/5/23

Approved by the JEA Awards Committee

Date: 05/19/2022 Item# 7

Formal Bid and Award System

Award #7 May 19, 2022

Type of Award Request: JOINT PROJECT
Requestor Name: Ralph, Mark
Requestor Phone: (904) 855-9361
Project Title: US1 (Philips Hwy) Baymeadows Rd to Univ. Blvd Utility Replacement
Project Number: 8007875 (W), 8007876 (S)
Project Location: JEA
Funds: Capital
Estimate: $2,150,000.00
Scope of Work:

The Florida Department of Transportation (FDOT) Contractor will replace both force mains and water mains under the project. The FDOT contractor will remove and replace approximately 975 LF of 6-inch diameter PVC sewer force main, and will remove and replace approximately 1900 LF of 12-inch water main and 1350 LF of 16-inch water main with ductile iron pipe. This project is for replacement of existing sewer force main and water mains that conflict with new storm sewer being installed as part of the FDOT road widening and reconstruction project.

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

Name	Address	Phone	Amount
FLORIDA DEPT OF TRANSPORTATION	FDOT, c/o Wells Fargo Bank, N.A., 1 Independent Drive, Jacksonville FL 32202	(813) 225-4338	$2,117,766.00

Amount for entire term of Contract/PO: $2,117,766.00
Award Amount for remainder of this FY: $2,117,766.00
Length of Contract/PO Term: Project Completion
Begin Date: 05/23/2022
End Date: Project Completion (Estimated: September 2024)
JSEB Requirement: N/A - FDOT
BIDDER:

Name	Amount
FLORIDA DEPT OF TRANSPORTATION	$2,117,766.00

Background/Recommendations:

JEA's force main and water main are within the FDOT's project footprint/right-of-way for roadway re-surfacing and storm sewer project. This project will install and place out of service portions of the existing force main and water main within the project limits of the FDOT project limits.

JEA's utility construction work will be included with FDOT's bid and constructed by FDOT's contractor via the terms of the existing JEA/FDOT Master Agreement. By doing so, roadway restoration costs will be minimized. Per the terms of the master agreement, JEA is prepaying FDOT for the estimated value of the construction work. If after bidding the prepaid amount is more than the construction costs, JEA will request a refund. Since this is an estimated payment the payment matches the JEA estimate, which is attached for reference. The water portion of the project is $1,647,646.00 and the sewer portion is $470,120.00.

Request approval to award payment to Florida Department of Transportation for US1 (Philips Hwy) Baymeadows Rd to Univ. Blvd Utility Replacement project in the amount of $2,117,766.00, subject to the availability of lawfully appropriated funds.

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

APPROVALS:

Stephen Daly 5-19-22

Chairman, Awards Committee **Date**

Stephanie M Healy 5/20/2022

Budget Representative **Date**

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 S. Marion Avenue
Lake City, FL 32025

JARED W. PERDUE, P.E.
SECRETARY

Date: 4/12/2022 | 9:25 AM EDT

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

RE: UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT (AT UAO AND FDOT EXPENSE COMBINED)
FPID: 439356-1-56-01
Federal No. – D221-033-B
County – Duval
State Road – SR 5
Project Location – SR 5 (Phillips Hwy) From SR 152 (Baymeadows Rd) to Bowden Rd

Dear Mr. Sulayman,

This is your approved **Utility Work Order No.2 /Notice to Proceed** in the amount of **$2,117,766.00** for the construction work needed for JEA Water & Sewer facilities along SR 5 as reflected under the terms of the of the executed Utility Work by Highway Contractor Master Agreement (at UAO and FDOT Expense Combined) dated December 7, 2000.

NOTE: The Department of Transportation is requesting the deposit of the above required funds by. April 14, 2022.

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

Sincerely,

DocuSigned by:
Todd Hunt
6B9D6634951247F...
Todd Hunt
D2 Utilities Administrator

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

DocuSign Envelope ID: 1FDAD421-F285-498F-97B1-E0738BD2E56C

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK ORDER CHANGE NO. 2

Financial Project ID: 439356-1-56-01	**Federal Project ID: D221-033-B**
County: Duval	**State Road No.: 5**
District Document No: 1	
Utility Agency/Owner (UAO): JEA Water & Sewer	

A.

1. The Agency is hereby authorized to observe the following changes in the plans and/or specifications to the subject Utility Agreement, and to perform such work accordingly, further described as:
UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT (AT UAO AND FDOT EXPENSE COMBINED)
2. The items of work covered by this Work Order Change are referenced to an Agreement of record dated 12/07/2000, and no Supplemental Agreement is required.

B.

1. The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:
   a. ☐ ATTACHED.
   b. ☒ INCLUDED IN THE HIGHWAY CONTRACT PLANS.

2. The cost of this Utility Work is:
   a. ☒ NONREIMBURSABLE
   b. ☐ REIMBURSABLE
      (1) ☐ Force Account Method
      (2) ☐ Lump Sum Method
      (3) ☐ Third Party Contract Method

C.

ESTIMATED COST OF WORK DUE TO THIS CHANGE:

ITEM NO.	ITEM	UNIT	UNIT PRICE	WORK ELIMINATED (-)		ADDITIONAL WORK (+)	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
439356-1-56-01	WO#2						$1,933,920.00
439356-1-66-01	WO#2						$100,846.00
439356-1-C2-06	WO#2						$83,000.00
Sub-Totals							$2,117,766.00
Net Cost of Construction Changes, this order							$2,117,766.00
Cost of Construction Changes, previously ordered							$220,218.35
Net Total Cost Construction Changes to Date						$2,337,984.35	
Contract Amount						$2,337,984.35	
Estimated Cost of Work Authorized to Date						$2,337,984.35	

Recommended:	Approved:	Approved:
04/04/2022	4/12/2022 | 9:25 AM EDT	
Date	Date	Date
District Utility Coordinator	District Utility Engineer/Administrator (DocuSigned by: Todd Hunt 6B9B663495124 75)	Division Administrator Federal Highway Administration
Chad Chancey	Todd Hunt	
Typed Name	Typed Name	Typed Name

DocuSign Envelope ID: 1FDAD421-F285-498F-97B1-E0738BD2E56C

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AGREEMENT SUMMARY SHEET

350-020-03
COMPTROLLER
9/18

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

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

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

3. District Contact Person: Todd Hunt Phone Number: (386) 961 - 7452
District Number: 2 - Lake City Fax Number: (386) 7585 - 3736
4. Agreement Date: 12/07/2000 5. Date Form Modified: 4/12/2022
6. Agreement Amount: $2,337,984.35 7. Escrow Deposit Due Date: 08/27/2021
Amount Due: $ $2,117,766.00 Additional Deposit Due Date: 04/14/2022
Amount Due: $ Additional Deposit Due Date:
Amount Due: $
8. County Name: DUVAL 9. FDOT County Number: 72
10. If fund type is LFR/LFRF (☐Yes ☒No), what is the anticipated start date of the payback: _____
Is payback to be made in: ☐Scheduled Payments ☐Quarterly ☐Lump Sum
11. Participant is responsible for (check one): ☒100% ☐Other Percentage (%)
☐ Bid Items ☐Lump Sum
If participant is responsible for bid items, please complete the attached spreadsheet.
12. Description of work: Construction of JEA Facilities

13. Financial Project # Including 6x Phases	14. Amount	15. Work Program Fund Code	16. Federal Part or Non-Federal Part.	17. Contract #	18. % to Bill
439356-1-36-10	$220,218.35	LF	1		100%
439356-1-56-01	$1,933,920.00	LF	1		100%
439356-1-66-01	$100,846.00	LF	1		100%
439356-1-C2-06	$83,000.00	LF	1		100%

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

20. Comments: WO#2 For Construction work on JEA Water & Sewer Facilities.
PSEE funding request updated on 03/18/2022.

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

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

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

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

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

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

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

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

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

UWHC

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

THIS AGREEMENT, entered into this 14th day of December, year of 2000 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and JEA, hereinafter referred to as the "UAO";

WITNESSETH:

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

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

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

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

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

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

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

1. Implementing Projects

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

a. First Contact.

(1) The FDOT shall send a written notice to the UAO specifying the applicable Project, offering to implement a joint arrangement for the project, providing the FDOT's then current plans for the Project, specifying the current percentages for the Allowances as defined in Subparagraph 3. d. that the FDOT requires at that time, and specifying the return date by which the UAO must comply with Subparagraphs 1.a.(2), (3) and (4).

(2) The UAO shall, by the date specified by the FDOT in the written notice, respond in writing to the FDOT's offer to implement a joint arrangement, stating whether the UAO desires to implement a joint arrangement or not for the particular Project, specifying what Facilities the UAO does not want to include in the joint arrangement, specifying what inspection and testing activities the UAO desires to have the FDOT perform under Subparagraph 2.e., and specifying the desired method of deposit for funds paid by the UAO under Subparagraph 3.e. Deposits of less than $100,000.00 must be pre-approved by the FDOT Comptroller's Office.

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(3) In the event that the **UAO** timely indicates that it desires to implement a joint arrangement, the **UAO**, shall also return a copy of the **FDOT's** plans on which the location of the existing Facilities is marked or verified to **FDOT's** satisfaction. The **UAO** shall also mark which of the Facilities the **UAO** believes are reimbursable under this Agreement.

(4) If the **UAO** believes that the Utility Work is reimbursable under this Agreement, the **UAO** shall, by the date specified by the **FDOT** in the written notice, also return documentation of the basis for entitlement to reimbursement under the provisions of this Agreement, and a preliminary estimate of the cost for the Utility Work. Failure to timely return such documentation shall make the Utility Work not reimbursable.

(5) After receipt of the documents required by Subparagraphs 1. a. (2), (3) and (4), the **FDOT** shall send a notice to the **UAO** confirming the implementation of the joint arrangement, and confirming the **FDOT** acceptance of the items specified by the **UAO** under Subparagraph 1.a.(2) above.

(6) If the **UAO** fails to respond timely as required above or declines to implement a joint arrangement for the Project, or if the **FDOT** does not accept the items specified by the **UAO** specified under Subparagraph 1.a.(2), this Agreement shall no longer apply to the Utility Work for that Project and the Utility Work for that Project shall be performed under a separate arrangement.

b. Second Contact.

(1) After confirmation of the implementation by the **FDOT** pursuant to Subparagraph 1.a.(5) above, the **FDOT** shall, at the appropriate time, send a notice to the **UAO**, along with an updated set of plans for the Project, specifying the time and place of a mandatory utility meeting.

(2) A representative of the **UAO** familiar with the Project and the Facilities shall attend the meeting and be prepared to discuss the Project and the design for the Utility Work. The representative shall bring to the meeting a copy of the **FDOT's** updated plans marked with any existing Facilities not accurately shown thereon and marked with a preliminary Utility Work design concept.

c. Third Contact.

(1) After the mandatory utility meeting, the **FDOT** shall, at the appropriate time, send the **UAO**:

(a) Additional updated **FDOT** plans for the Project;
(b) The **FDOT's** then current Utility Work Schedule form (said schedule to be used in the case of a bid rejection);
(c) If the Utility Work is reimbursable, the **FDOT's** then current utility estimate summary form;
(d) If not previously provided, a notice verifying eligibility for reimbursement or verifying that the Utility Work is not reimbursable;
(e) A notice specifying the return date by which the **UAO** must comply with Subparagraph 1.c.(2);
(f) A notice specifying whether a utility permit will be required for the Utility Work;
(g) A notice verifying the version of the Utility Accommodation Manual that will apply to the Utility Work;
(h) A notice verifying the stages for the Plans Package review under Subparagraph 1.c.7.;
(i) The current form of Memorandum of Agreement for deposit of funds referred to in Subparagraph 3.e.;
(j) The instruction form then being used by the **FDOT** for providing direction in following this process; and
(k) Such other information the **FDOT** deems pertinent.

(2) Within the time frame specified in this third contact notice, the **UAO** shall return to the **FDOT** a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility

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

(3) The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project and shall be suitable for reproduction.

(4) Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.

(5) The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Plans Preparation Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Plans Preparation Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.

(6) The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the **FDOT's** Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the **FDOT** for the Project.

(7) **UAO** shall provide a copy of the proposed Plans Package to the **FDOT**, and to such other right of way users as designated by the **FDOT**, for review at the following stages identified in the notices from the **FDOT** referenced above. Prior to submission of the proposed Plans Package for review at these stages, the **UAO** shall send the **FDOT** a work progress schedule explaining how the **UAO** will meet the FDOT's production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph 1.c.(2)above.

(8) In the event that the **FDOT** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph 1.c.(7) above, the **FDOT** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice. The **FDOT's** review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.

(9) The **FDOT** shall furnish the **UAO** such information from the **FDOT's** files as requested by the **UAO**; however, the **UAO** shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the **FDOT** shall not relieve the **UAO** of this obligation nor transfer any of that responsibility to the **FDOT**.

(10) The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as specifically indicated and agreed to by the parties in the notices referenced above. These exceptions shall be handled by separate arrangement.

(11) The **UAO** shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the **FDOT**.

2. Performance of Utility Work

a. The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project.

b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT's** requirements.

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c. If the portion of the bid of the contractor selected by the **FDOT** which is for performance of the portion of the Utility Work which is not reimbursable exceeds the **FDOT's** official estimate for that portion of the Utility Work by more than ten percent (10%) and the **FDOT** does not elect to participate in the cost of that portion of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the **UAO** may elect to have the Utility Work removed from the **FDOT's** contract by notifying the **FDOT** in writing within 5 days from the date that the **UAO** is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the **FDOT's** contractor.

d. If the **UAO** elects to remove the Utility Work from the **FDOT's** contract in accordance with Subparagraph 2. c., the **UAO** shall perform the Utility Work separately pursuant to the terms and conditions of the **FDOT's** standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The **UAO** shall proceed immediately with the Utility Work so as to cause no delay to the **FDOT** or the **FDOT's** contractor in constructing the Project.

e. The **UAO** shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the activities identified in the notices sent pursuant to Paragraph 1. to be performed by, or on behalf of the **FDOT** and will furnish the **FDOT** with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by **FDOT** procedures.

f. Except for the inspection, testing, monitoring and reporting to be performed by the **UAO** in accordance with Subparagraph 2. e., the **FDOT** will perform all contract administration for its construction contract.

g. The **UAO** shall fully cooperate with the **FDOT** and the **FDOT's** contractor in all matters relating to the performance of the Utility Work.

h. The **FDOT's** engineer has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans Package as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project.

I. The **UAO** shall not make any changes to the Plans Package after the date on which the **FDOT's** contract documents are mailed to Tallahassee for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the **FDOT's** contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the **FDOT**.

3. **Cost of Utility Work**

a. The Utility Work will be reimbursable under this Agreement when the Project is federal aid eligible pursuant to the provisions of Section 337.403(1)(a), Florida Statutes, when a written agreement incidental to a right-of-way acquisition process requires the **FDOT** to compensate the **UAO** for the costs of any subsequent relocation of the Facilities, or when the **UAO** holds a compensable land interest under Florida condemnation law in the existing location of the Facilities at the time of the Project. In any other circumstances, the Utility Work will be performed at the sole cost and expense of the **UAO**. Failure of the **UAO** to timely provide documentation of the basis for reimbursement as required by Subparagraph 1.a.(3) of this Agreement shall make the Utility Work not reimbursable.

b. The **UAO** shall be responsible for all costs of the portion of Utility Work that is not reimbursable which the **FDOT** does not elect to participate in under Section 337.403(1)(b), Florida Statutes and all costs associated with any adjustments or changes to the Utility Work determined by the **FDOT's** engineer to be necessary, including, but

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

c. At such time as the **FDOT** prepares its official estimate, the **FDOT** shall notify the **UAO** of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the **UAO** shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the **FDOT** to the cost of the Utility Work, or to elect to have the Utility Work removed from the **FDOT's** contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.

d. At least thirty (30) calendar days prior to the date on which the **FDOT** advertises the Project for bids, the **UAO** will pay to the **FDOT** an amount equal to the portion of the **FDOT's** official estimate which is not reimbursable; plus the percentages established by the notice given under Subparagraph 1.a.(1) for mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, and for administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said three amounts for mobilization, maintenance of traffic and administrative costs to be hereinafter collectively referred to as the "Allowances"); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the "Contingency Fund").

e. Payment of the funds pursuant to this paragraph will be made directly to the **FDOT** for deposit into the State Transportation Trust Fund or as provided in the Memorandum of Agreement between **UAO**, **FDOT** and the State of Florida, Department of Insurance, Division of Treasury as specified in the notices provided pursuant to Paragraph 1.

f. If the portion of the contractor's bid selected by the **FDOT** for performance of the Utility Work which is not reimbursable exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding **FDOT** participation in the cost of the Utility Work and the **UAO's** election to remove the Utility Work from the Project, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT** or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the **FDOT** to bring the total amount paid to the total obligation of the **UAO** for the cost of the Utility Work which is not reimbursable, plus Allowances and 10% Contingency Fund. The **FDOT** will notify the **UAO** as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the **UAO** is obligated under this Subparagraph 3.f. to pay an additional amount and the additional amount that the **UAO** is obligated to pay does not exceed the Contingency Fund already on deposit, the **UAO** shall have sixty (60) calendar days from notification from the **FDOT** to pay the additional amount, regardless of when the accepted bid is posted.

g. If the accepted bid amount plus allowances and contingency for the non-reimbursable Utility Work is less than the advance deposit amount, the **FDOT** will refund the amount that the advance deposit exceeds the bid amount plus allowances and contingency if such refund is requested by the **UAO** in writing and approved by the Comptroller of the **FDOT** or his designee.

h. Should contract modifications occur that increase the **UAO's** share of total project costs, the **UAO** will be notified by the **FDOT** accordingly. The **UAO** agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the **FDOT** is sufficient to fully fund its share of the project costs. The **FDOT** shall notify the **UAO** as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below.

I. The **FDOT** may use the funds paid by the **UAO** for payment of the cost of the non-reimbursable Utility Work. The Contingency Fund may be used for increases in the cost of the non-reimbursable Utility Work which occur

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

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

4. Claims Against UAO

a. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the **UAO** to properly perform its obligations under this Agreement in a timely manner.

b. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.

c. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence, and shall specify the extent to which it resolves the claim against the **FDOT**.

d. The **FDOT** may withhold payment of surplus funds to the **UAO** until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the **FDOT** to the **FDOT's** contractor.

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5. Out of Service Facilities

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

a. The **UAO** acknowledges its present and continuing ownership of and responsibility for Facilities Placed out of service/Deactivated.

b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the **UAO**. In the event of a breach of this Agreement by the **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph 5. e. below.

c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.

d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests concerning the Facilities that are Placed out of service/Deactivated of the **FDOT** or other permittees using or seeking use of the right of way.

e. The **UAO** shall remove the Facilities upon 30 days prior written request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. In the event that the Facilities that are Placed out of Service/Deactivated would not have qualified for reimbursement under this Agreement, removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement only under Section 337.403 (1)(a), Florida Statutes, removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto because such a removal would be considered to be a separate future relocation not necessitated by the construction of the project pursuant to which they were Placed out of service/Deactivated, and would therefore not be eligible and approved for reimbursement by the Federal Government. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the **FDOT** as though the Facilities had not been Placed out of service/Deactivated. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.

f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in the Facilities or the discharge of hazardous substances or materials from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

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6. Default

a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT.**

(2) Pursue a claim for damages suffered by the **FDOT**.

(3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.

(4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.

(5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.

(6) Pursue any other remedies legally available.

(7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.

b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.

(2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.

(3) Pursue any other remedies legally available.

c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

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

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

FOR NON-GOVERNMENT-OWNED UTILITIES,

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

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

8. Force Majeure

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

9. Miscellaneous

a. If the Utility Work is reimbursable under this Agreement, the UAO shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the Utility Work covered by this Agreement, and such compliance will be governed by one of the following methods as determined at the time of the issuance of the work order:

(1) The UAO will perform all or part of such Utility Work by a contractor paid under a contract let by the UAO, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by the UAO.

(2) The UAO will perform all of its Utility Work entirely with UAO's forces, and Appendix "A" of Assurances is not required.

(3) The Utility Work involved is agreed to by way of just compensation for the taking of the UAO's facilities on right-of-way in which the UAO holds a compensable interest, and Appendix "A" of Assurances is not required.

(4) The UAO will perform all such Utility Work entirely by continuing contract, which contract to perform all future Utility Work was executed with the UAO's contractor prior to August 3, 1965, and Appendix

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"A" of Assurances is not required.

b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.

c. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into joint agreements for Utility Work to be performed by **FDOT's** highway contractor. To the extent that such a joint agreement exists, this Agreement shall not apply to Facilities covered by the joint agreement. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.

e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Time is of essence in the performance of all obligations under this Agreement.

g. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

Mr. Herschel Barrington
Distribution Engineering
JEA
21 West Church Street - T4
Jacksonville, Florida 32202-3139

If to the **FDOT**:

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

10. Certification

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

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

UTILITY: JEA

BY: (Signature) _____ **DATE:** 11/14/07

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

(Typed Title: _____)

Recommend Approval by the State Utility Engineer

BY: (Signature) _____ **DATE:** 12/7/2000

FDOT Legal review

BY: (Signature) _____ **DATE:** 11-30-00

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) Freddie Simmons **DATE:** 12/5/00

(Typed Name: Freddie Simmons)

(Typed Title: State Highway Engineer)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ **DATE:** _____

(Typed Name: _____)

(Typed Title: _____)

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

Robert Dix
Controller
JEA

Form Approved:

Office of General Counsel 11-9-00

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT

(AT UAO AND FDOT EXPENSE COMBINED)

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

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

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

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

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

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

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

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

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

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

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

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

"d. Alternative Design Procedure

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

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thereof:

(1) **FDOT's** design consultant shall prepare final engineering design, plans, other necessary related design documents, and cost estimate for the Utility Work as more specifically described in **FDOT's** Supplemental Agreement to **FDOT**'s_ design services contract.

(2) The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project.

(3) The Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and maintenance of traffic.

(4) The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Plans Preparation Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Plans Preparation Manual is updated and conflicts with the **FDOT's** Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.

(5) The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions.

(6) The **FDOT** design consultant shall provide a copy of the proposed Plans Package to the **UAO,** for review at the stages that they are provided to **FDOT**. **UAO** shall review the Plans Package to see that it complies with the requirements of this Agreement.

(7) In the event that the **UAO** finds any deficiencies in the Plans Package during the reviews performed pursuant to subparagraph f. above, the **UAO** will notify the **FDOT** in writing of the deficiencies within the time specified in the plans review transmittal.

(8) The **UAO** shall furnish the **FDOT** such information from the **UAO** files as requested by the **FDOT**.

(9) The Facilities and the Utility Design will include all utility facilities of the **UAO** which are located within the limits of the Project, except as may be specified in the communications pursuant to subparagraph 1.a.

(10) If the Utility Work is reimbursable, **FDOT** shall pay the cost for the preparation of the Plans Package.

(11) If the Utility Work is not reimbursable, the Plans Package shall be prepared at the sole cost and expense of the **UAO**. The **UAO** agrees that it will, at least fifteen (15) days prior to the **FDOT** issuing the Supplemental Agreement to its design consultant, furnish the **FDOT** an advance deposit of the amount of the Supplemental

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

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

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

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

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ATTEST:

By: Cindy Ikerd

Print Name: Cindy Ikerd

Title: Admin. Asst.

Date: 4/14/11

DEPARTMENT:

By: Brian Blanchard 04-14-11

Printed Name: Brian Blanchard

Title: Chief Engineer

Date: 4/14/11

Legal Review:

By: Roger 3 Wood

Office of the General Counsel

ATTEST:

By: Heather Burnett

Print Name: Heather Burnett

Title: Manager

Date: 4/5/11

UAO:

By: _____

Printed Name: John P. McCarthy, Director
JEA Procurement Services
Chief Procurement Officer

Title: _____

Date: _____

Legal Review:

By: _____

Counsel for UAO

Reviewed by
Purchasing Contracts
Specialist HCB

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Exhibit "A"
Scope of Work

439356-1-56-01: The cost within this agreement reflects JEA Water & Sewer's construction work needed for their facilities to accommodate FDOT's construction along State Road 5 (Phillips Hwy) from Baymeadows Road to Bowden Road.

Approved by the JEA Awards Committee

Date: 05/19/2022 Item# 8

Formal Bid and Award System

Award #8 May 19, 2022

Type of Award Request: SINGLE SOURCE
Requestor Name: David Baldwin
Requestor Phone: 904-665-8895
Project Title: BBGS Units 2 & 3 Feedwater Heater Replacement Project
Project Number: 8007873
Project Location: JEA
Funds: Capital
Budget Estimate: $3,236,774.00
Scope of Work:

JEA's Brandy Branch Generating Station's gas turbine Units 2 and 3 feedwater heater bundles are at the end of life after eighteen (18) years of operation. Each gas combustion turbine unit has a heat regenerating steam generator (HRSG), and each HRSG has three (3) feedwater heater bundles. The HSRG is built into the exhaust system of each combustion turbine and transfers exhaust heat energy into the HRSG to generate steam to power the combined cycle steam driven turbine unit for additional electrical generation.

This award is for the purchase of the feedwater heaters. Installation will be completed by separate contract.

Pursuant to section 3 – 112 of the JEA Purchasing Code - A Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that:

(b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors;

The use of the OEM for Fabrication reduces significant operational risk, outage duration and potential for defects in allowing non-OEM fabricated equipment.

Requisition: 541511
Purchasing Agent: Lovgren, Rodney D.
Is this a ratification?: NO
If yes, explain: N/A

RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Phone	Amount
OPTIMUS INDUSTRIES LLC (DBA - CHANUTE MANUFACTURING COMPANY)	Clint Isaac	5727 S. Lewis Suite 600, Tulsa, OK 74105	(918) 491-9191	$3,236,774.00

Amount for entire term of Contract/PO:	$3,236,774.00
Award Amount for remainder of this FY:	$1,294,709.60
Length of Contract/PO Term:	Project Completion
Begin Date (mm/dd/yyyy):	05/23/2022 (issue P.O.)
End Date (mm/dd/yyyy):	Project Completion (estimated 05/31/2023)
JSEB Requirement:	N/A – Single Source

Background/Recommendations:

JEA's predictive maintenance team tracks equipment performance and predicts equipment end of life based on performance and maintenance data taken during operations and outage periods. The Unit 2 and 3 HRSG feedwater heaters, if not replaced in a timely manner could lead to downtime depending on the severity of any potential leaks or tube failures. Based on outage inspections and thinning of tubes, JEA has made the determination to replace feedwater heater bundles on both units 2 and 3 during the spring 2023 upcoming outage. Additionally, since the decommissioning of the SJRPP, these units are more critical.

When considering the current prices in the steel market and cost of fabricated products, the quote price is higher than expected. JEA last purchased HSRG equipment in 2018 and purchased LP evaporators for units 2 and 3 for $4.3M which included installation services, which only provides a rough order of magnitude, since the scope was for different equipment. When comparing pricing to the potential impact to the plant from reduced operations or downtime, the price is considered reasonable.

Request approval to award a single sourced contract to Chanute Manufacturing for feedwater heater bundles for Brandy Branch Units 2 and 3 in the amount of $ $3,236,774.00, subject to the availability of lawfully appropriated funds.

Manager:	Akrayi, Jamila R. - Mgr Project Management
Director:	Limbaugh, Margaret Z. - Dir Energy Project Management
VP:	Erixton, Ricky D. - VP Electric Systems

APPROVALS:

Stephen Daly 5-19-22

Chairman, Awards Committee **Date**

Stephanie M Realy 5/20/2022

Budget Representative **Date**

Equipment Price	Payment Schedule	Payment Schedule
Unit 2	10%	Submittal of drawings
$ 1,618,387.00	30%	Receipt of bare tubes
Unit 3	25%	Upon completion of finning
$ 1,618,387.00	25%	Upon completion of first hydro test
	10%	Upon ready for shipment

Weight / Bundle	148,560.00	lbs
SA-178A	74.28	tons
SA-516-70	3	bundle / unit
SA-106B	222.84	tons / unit

Equipment	Q3, 2022	Q4, 2022	Q1, 2023	Q2, 2023	Award Total
Unit 2	$ 647,354.80	$ 404,596.75	$ 404,596.75	$ 161,838.70	$ 1,618,387.00
Unit 3	$ 647,354.80	$ 404,596.75	$ 404,596.75	$ 161,838.70	$ 1,618,387.00
					$ 3,236,774.00

FY 22	FY 23
$ 1,294,709.60	$ 1,942,064.40

PO Date	weekrs ARO	Days / Week	Total Days	Tenative Delivery
6/20/2022	40	7	280	3/27/2023
6/20/2022	44	7	308	4/24/2023

Finned tubing – 324 tubes per bundle 1.75” O.D x .105” min. wall SA178-A tubing with 3/4” high X .049” thickserrated carbon steel fins 6 fins per inch w/ 58’-3” effective fin length.
Headers and nozzles will be SA106B, end plates and support lugs will be SA-516-70.
Upper header nozzles are 8” Sch 40 x 3’ 10” Long SA106B. length may need to be adjusted based on installationmethod.
Lower header nozzles are 3” Sch 80 x various lengths SA106B

Chanute Manufacturing Company

A unit of Optimus Industries, LLC

QUOTATION TERMS AND CONDITIONS

CREDIT RESERVATIONS. Unless specific arrangements to the contrary are confirmed in writing signed by Chanute Manufacturing Company, a unit of Optimus Industries LLC (Chanute), all shipments, deliveries and performance of work shall at all times be subject to the approval of Chanute's Credit Department, not withstanding any standard terms of payment or other arrangements. If Chanute shall deem itself insecure with respect to payment by Customer, Chanute may, without breaching any covenant, delay or suspend any delivery or performance until Chanute shall receive commercially reasonable and adequate assurance of payment.

INTEREST CHARGES AND LEGAL FEES. Payment of the total net price shall be due and owing 30 days after the date of invoice. Failure to pay when due shall cause the full total net price to bear interest at the rate of 1 ½% per month or the maximum allowed by state law on the unpaid balance until paid and shall entitle Chanute to recover all costs of collection including a reasonable attorney's fee.

SALES, USE, EXCISE TAXES. Unless specifically stated otherwise, prices quoted or stated do not include any Federal, State or municipal sales, use, excise or other taxes measured, in whole or in part, by gross receipts. Any such taxes applicable to the sale, processing, assembling, installing, use or consumption of goods or materials and/or any services or labor shall be an obligation of Customer and may be collected from Customer at any time. Any applicable exceptions to the above stated taxes should be made to Chanute prior to invoicing.

SECURITY INTEREST---LIENS. Until Chanute shall receive full payment therefore, it reserves a security interest in and to all materials delivered. Such security interest shall not prelude the enforcement of material men's mechanic's liens by seller and such liens and rights shall constitute alternate and additional security, Chanute may proceed concurrently to enforce its security interest and its lien rights.

SHIPMENT AND DELIVERY DATE---FORCE MAJEURE. Promises or representations concerning shipment, delivery or completion dates are only estimates based upon information available at the time stated. Chanute will make reasonable efforts to comply with shipment, delivery and completion schedules quoted by it, but will not be liable for any delay. Chanute shall be wholly excused for any delay or delays resulting, in whole or in part, from or out of fire, flood, strikes or other labor difficulties, war, riot, embargoes, material shortages, governmental priorities or allocations, shortage or unavailability of transportation by common carriers, acts of civil or military authorities or other causes, of any nature, beyond the control of Chanute. If delay occurs by virtue of any such event, Chanute's time for performance shall be extended accordingly.

WARRANTY OF MATERIALS. Products manufactured, fabricated or assembled by Chanute are warranted only against failures due to defective material or workmanship arising within one year from commissioning but not exceeding 18 months from the date of delivery and not otherwise. Unless additional warranties are expressly made in a separate writing signed by an executive officer of Chanute, NO OTHER WARRANTIES (EXPRESS OR IMPLIED) OF MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHERWISE, ARE MADE BY CHANUTE. In any event, Chanute shall not be liable for any incidental or consequential damages of any nature and CHANUTE'S LIABILITY IS LIMITED TO FURNISHING (BUT NOT DISMANTLING OR INSTALLING) NECESSARY REPLACEMNT PARTS, F.O.B. CHANUTE'S PLANT CHANUTE, KANSAS. THE WARRANTIES OF CHANUTE DO NOT COVER PRODUCTS, PARTS, ACCESSORIES OR ATTACHMENTS NOT MANUFACTURED BY CHANUTE. Chanute will upon written request, execute an assignment assigning to Customer any warranties made to Chanute by any vendor or supplier of Chanute when permitted by the terms and conditions of the vendor's or supplier's warranties. In no event whatsoever will Optimus Industries maximum liability, based on Purchaser's assertion of breach of contract or any other performance or nonperformance of this contract or any other claim or causes of action arising out of or related to this contract, exceed the amount of the initial purchase price paid to Optimus. This Maximum Liability is Purchaser's maximum and exclusive remedy for damages against the Optimus for all claims or causes of action whatsoever arising out of or related to this contract.

Notwithstanding anything to the contrary herein contained, in no event and under no circumstances shall Chanute be liable for consequential damages of any kind whatsoever, including, but not limited to, loss of use from any cause whatsoever.

MODIFICATIONS, CHANGES. Order is accepted on basis that it is complete and can be released for fabrication immediately unless otherwise noted. No changes shall be accepted within three weeks of confirmed shipping date unless Customer agrees to additional charges, if any. No modification, alteration or change in specifications, designs, schedules or in price or other contract terms (except extras ordered and accepted by Customer) shall be accepted by Chanute until confirmed in writing with reasonable identification (number, date, etc.) to this contract.

EXTRA CHARGES AND REPRICING. The Customer shall be liable for any and all extra charges arising from delays initiated by him. These charges shall include but are not limited to the following items: storage charges, handling charges, demurrage charges on trailers and rail cars already loaded for shipment at the time of delay, unloading charges and any and all other direct or indirect charges incurred in connection with the delay. Also, if a job is held beyond the estimated shipping date as set forth on the face of this contract due to delays created by the Customer such as delay of approved drawings, failure to furnish information necessary for processing of order or failure to supply adequate assurances for payment of the order as requested from Chanute. Chanute reserves the right to reprice the job based on the prices in effect at the time of receipt of approved drawings, information necessary for processing of order, or presentation of adequate assurances for payment as requested by Chanute.

CANCELLATION CHARGES. Purchase orders resulting from this quotation may not be cancelled by the Customer without prior written approval of Chanute. Approval may be granted or withheld at the sole discretion of Chanute. Should Chanute decide to allow cancellation before any fabrication Customer shall be liable for all direct costs incurred including applicable overhead in connection with the job. If cancellation is allowed after fabrication is commenced, Customer shall be liable for all direct costs and overhead attributable to the job plus all storage, handling, demurrage and any and all other direct or indirect expenses incurred in connection with the job.

QUOTATIONS. Quotations by Chanute are not binding contracts and may be changed without notice, and no contract shall be concluded until Customer's order has been accepted by an authorized representative.

Issued 6/6/19

Certification of Single Source or Emergency Procurement

Please use this form to certify a Single Source or Emergency Procurement complies with the requirements of the JEA Procurement Code. The JEA Procurement Code defines a Single Source and Emergency Procurement as follows:

3-112 Single Source

A Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that:

(a) there is only one justifiable source for the required Supplies or Services;

(b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors;

(c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;

(d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

3-113 Emergency Procurements

In the event of an Emergency, the Chief Procurement Officer may make or authorize an Emergency Procurement, provided that Emergency Procurements shall be made with as much competition as practicable under the circumstances. A written Determination of the basis for the Emergency and for the selection of the particular Vendor shall be included in the Procurement file.

For purposes of this Section 3-113, an "Emergency" means any one of the following:

(a) a reasonably unforeseen breakdown in machinery;

(b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;

(c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;

(d) an immediate danger of loss of public or private property;

(e) the opportunity to secure significant financial gain, to avoid delays to any Governmental Entity or avoid significant financial loss through immediate or timely action; or (f) a valid public emergency certified by the Chief Executive Officer.

Please provide the following information:

1. Vendor Name:

Chanute

2. Description of Services or Supplies provided by Vendor:

Provide OEM in kind replacement of Three (3) HRSG Feedwater Heater Bundles for each HRSG at BGS (6 total). Existing heaters achieved 18 years of service life under much less ideal operating conditions than what is expected moving forward and in kind OEM replacement will reduce installation cost and outage duration.

3. **Certification:**

I the undersigned certify that to the best of my knowledge, no JEA employee has, either directly or indirectly, a financial interest in this Single Source Emergency Procurement, and

I the undersigned certify that this procurement meets the requirements of a (choose one of the following):

☑ **Single Source Procurement**. Please state which subsection of Section 3-112 above applies to this Single Source Procurement: 3-112-b

OR

☐ **Emergency Procurement** - Please state which subsection of Section 3-113 above applies to this Emergency Procurement:_____

James M. Stancin Digitally signed by James M. Stancin Date: 2022.05.09 11:05:42 -04'00' 5/9/2022

Signature of JEA Business Unit Manager **Date**

James M. Stancin

Name of JEA Business Unit Manager

This certification shall be attached to the Purchase Order when it is routed for approval. A Single Source or Emergency Procurement shall be reported to the JEA Board in accordance with Section 1-110 of the JEA Procurement Code.

Approved by the JEA Awards Committee

Date: 05/19/2022 Item# 9

Formal Bid and Award System

Award #9 May 19, 2022

Type of Award Request: CONTRACT TERMINATION
Requestor Name: McDermet, David S.
Requestor Phone: (904) 489-5134
Project Title: Ponte Vedra Blvd 6-inch Cast Iron Water Main Replacement
Project Number: 8004941
Project Location: JEA
Funds: Capital
Award Estimate: N/A
Scope of Work:
Request approval to terminate for default contract #194522 due to DB Civil Construction, LLC for failing to timely complete the project and failure to provide a corrective action plan and project schedule.
JEA IFB/RFP/State/City/GSA#: CPA 194522
Purchasing Agent: Kruck, Daniel
Is this a Ratification?: NO

AWARDEE:

Name	Contact Name	Address	Phone	Amount
DB CIVIL CONSTRUCTION, LLC	Dalton Baylor	1760 US 1, Ormond Beach, FL 32174	(904) 256-7460	N/A

Background/Recommendations:
DB Civil Construction, LLC was awarded this contract through JEA's competitive procurement process on 12/17/2020. On 01/21/2021, JEA administratively reduced the contract by $313,703.00 due to a reduction in the scope of work. On 02/15/2022, JEA increased the contract by $87,774.73 for additional milling work. The original award is attached for reference.

Substantial completion for this project was scheduled to be on 10/29/2021, with final completion on 11/28/2021. On 04/21/2022, JEA sent a notice to cure letter to DB Civil Construction, LLC asking for a written plan for completion of the work. DB Civil Construction, LLC has not provided a satisfactory corrective action plan to finish the project per the contract documents. JEA followed up with a letter stating the corrective actions presented were not satisfactory, and that we planned to move forward with termination for default. JEA attempted to work with the contractor to finish the project with no positive outcomes. A copy of the notice to cure letter is attached for reference.

Due to the reasons stated above, JEA recommends this Contract be Terminated for Default. DB Civil Construction, LLC's bidding privileges for JEA work shall be suspended for two (2) years following the approval of the termination for default by the Awards Committee.

Request approval of a contract Termination for Default for JEA Contract No. 194522 with DB Civil Construction, LLC.

Manager: DiMeo, Elizabeth A. - Mgr W/WW Project Management
Director: Conner, Sean M. - Dir W/WW Project Engineering & Construction
VP: Vu, Hai X., - VP Water Wastewater Systems

APPROVALS:

Stephen Daly 5-19-22

Chairman, Awards Committee **Date**

Approved by the JEA Awards Committee

Date: 12/17/2020 Item# 15

Formal Bid and Award System

Award #15 December 17, 2020

Type of Award Request: BID (IFB)
Request #: 13
Requestor Name: McDermet, David
Requestor Phone: (904) 665-7215
Project Title: Ponte Vedra Blvd 6-inch CI Water Main Replacement
Project Number: 8004941
Project Location: JEA
Funds: Capital
Budget Estimate: $4,020,000.00
Scope of Work:

The scope of work for this project consists of the installation of a new water main (WM) in St. Johns County along Ponte Vedra Blvd. between Corona Rd. and Pablo Rd. and along Solana Rd. between Ponte Vedra Blvd. and Rutile Dr. by open trench. This project will require approximately 8,560 linear feet (LF) total of various pipe sizes ranging in diameter from 6-inch to 12-inch; to replace the existing aging 6-inch Cast Iron (CI) WM, as the pipe material has become tuberculated over the years, reducing its hydraulic capacity.

JEA IFB/RFP/State/City/GSA#: 003-21
Purchasing Agent: King, David
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
DB CIVIL CONSTRUCTION, LLC	Dalton Baylor	estimating@dbcivilconstruction.com	1760 US 1, Ormond Beach, FL, 32174	(386) 256-7460	$3,319,011.00

Amount for entire term of Contract/PO: $3,319,011.00
Award Amount for remainder of this FY: $2,575,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 01/19/2021
End Date (mm/dd/yyyy): Project Completion (Expected: November 2021)
JSEB Requirement: Fifteen Percent (15%) Goal
Comments on JSEB Requirements:

Donna J. Hamilton (Materials) – 16.5%

BIDDERS:

Name	Amount
DB CIVIL CONSTRUCTION, LLC	$3,319,011.00
T G UTILITY COMPANY INC.	$3,827,617.00
T B LANDMARK CONSTRUCTION, INC.	$4,449,978.00
CALLAWAY CONTRACTING INC.	$5,379,270.00
JAX UNDERGROUND UTILITIES, INC.	No Bid

Background/Recommendations:

Advertised on 10/30/2020. Twelve (12) prime contractors attended the mandatory pre-bid meeting held on 11/06/2020. At Bid opening on 12/01/2020, JEA received four (4) Bids and one (1) No Bid. DB Civil Construction, LLC is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup.

The award amount of $3,319,011.00 is approximately seventeen percent (17%) lower than the budget estimate of $4,020,000.00. This is due to lower unit prices for pipe fittings, valves, water service connections, pavement removal/replacement, abandonment of existing pipes, and site restoration. The bid amounts were reviewed by JEA and deemed reasonable.

The project involves the removal of portions of paved right-of-way located in St. Johns County, requiring restoration and resurfacing of pavement on Ponte Vedra Blvd. after the WM pipe has been installed. St. Johns County desires that JEA perform the resurfacing to their standards, which they will reimburse to JEA. A Memorandum of Understanding (MOU) has been drafted and will be signed prior to contract execution. The draft MOU is attached as backup.

003-21 – Request approval to award a contract to DB Civil Construction, LLC for construction services for the Ponte Vedra Blvd 6-inch CI Water Main Replacement project in the amount of $3,319,011.00, subject to the availability of lawfully appropriated funds.

Manager: DiMeo, Elizabeth A. - Mgr W/WW Project Management
Director: Conner, Sean M - Dir W/WW Project Engineering & Construction
GM: Vu, Hai X. - Interim GM Water Wastewater Systems

APPROVALS:

12/17/2020

Chairman, Awards Committee **Date**

12/17/2020

Budget Representative **Date**

Appendix B - Bid Form
003-21 Ponte Vedra Blvd 6-inch Cast Iron Water Main Replacement

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

Company Name: DB Civil Construction LLC

Company's Address: 4475 US 1 South, Suite 502 St. Augustine, FL 32086

License Number: CUC1224644

Phone Number: 386-256-7460 FAX No: N/A Email Address: estimating@dbcivilconstruction.com

BID SECURITY REQUIREMENTS
- ☐ None required
- ☒ Certified Check or Bond (Five Percent (5%)

TERM OF CONTRACT
- ☐ One Time Purchase
- ☐ Annual Requirements
- ☒ Other, Specify - Project Completion

SAMPLE REQUIREMENTS
- ☒ None required
- ☐ Samples required prior to Bid Opening
- ☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND
- ☐ None required
- ☒ Bond required 100% of Bid Award

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

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS	
☐ 1% 20, net 30 ☐ 2% 10, net 30 ☐ Other _____ ☒ None Offered	

ENTER YOUR BID FOR SOLICITATION 003-21	TOTAL BID PRICE
Total Bid Price for the Project (enter total from cell G70 in the Bid Workbook)	$ 3,319,011.00

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

BIDDER 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

Dalton Baylor 12-1-20
Handwritten Signature of Authorized Officer of Company or Agent Date

Dalton Baylor, President
Printed Name and Title

003-21 Addendum 2 Appendix B - Bid Workbook
Ponte Vedra Blvd 6-inch Cast Iron Water Main Replacement
(Enter data in yellow cells only)

M&P/Spec No. *	ITEM No.	ITEM DESCRIPTION	Total Est Quantity	Units	Unit Cost	Total Cost
801.XIII.1	1	12" DR18 C-900 PVC Pipe	7,860	LF	$ 88.00	$ 691,680.00
801.XIII.1	2	10" DR18 C-900 PVC Pipe	80	LF	$ 84.00	$ 6,720.00
801.XIII.1	3	8" DR18 C-900 PVC Pipe	100	LF	$ 74.00	$ 7,400.00
801.XIII.1	4	6" DR18 C-900 PVC Pipe	280	LF	$ 48.00	$ 13,440.00
801.XIII.1 ***934	5	6" DIP PC 350 Pipe (long-side fire hydrant branch)	240	LF	$ 86.00	$ 20,640.00
801.III.2.3	6	Abandonment of Exist. 12" PVC Pipe by Grout Filling	4,732	LF	$ 9.45	$ 44,717.40
801.III.2.3	7	Abandonment of Exist. 8" AC Pipe by Grout Filling	3,461	LF	$ 6.00	$ 20,766.00
801.III.2.3	8	Abandonment of Exist. 6" AC Pipe by Grout Filling	10,250	LF	$ 5.00	$ 51,250.00
801.III.2.3	9	Abandonment of Exist. 4" AC Pipe by Grout Filling	127	LF	$ 30.50	$ 3,873.50
801.XIV.1	10	Fire Hydrant Assembly	22	EA	$ 3,100.00	$ 68,200.00
801.III.3	11	Fire Hydrant Removal	18	EA	$ 800.00	$ 14,400.00
801.XIV.4	12	12" Tapping Sleeve & Valve	1	EA	$ 11,825.00	$ 11,825.00
801.XIV.4	13	10" Tapping Sleeve & Valve	1	EA	$ 8,685.00	$ 8,685.00
801.XIV.4	14	12" X 8" Tapping Sleeve & Valve	1	EA	$ 7,195.00	$ 7,195.00
801.III.2.4	15	12" X 12" Tee (Removal)	1	EA	$ 1,145.00	$ 1,145.00
801.XIII.2	16	12" X 12" Tee, DI, MJ	2	EA	$ 820.00	$ 1,640.00
801.XIII.2	17	12" X 10" Tee, DI, MJ	1	EA	$ 795.00	$ 795.00
801.XIII.2	18	12" X 6" Tee, DI, MJ	18	EA	$ 575.00	$ 10,350.00
801.XIII.2	19	10" X 10" Tee, DI, MJ	1	EA	$ 620.00	$ 620.00
801.XIII.2	20	10" X 6" Tee, DI, MJ	1	EA	$ 470.00	$ 470.00
801.XIII.2	21	12" X 8" Reducer, DI, MJ	1	EA	$ 405.00	$ 405.00
801.XIII.2	22	8" X 6" Reducer, DI, MJ	1	EA	$ 230.00	$ 230.00
801.XIV.3	23	12" Gate Valve MJ W/ Box and Cover	14	EA	$ 2,500.00	$ 35,000.00
801.XIV.3	24	10" Gate Valve MJ W/ Box and Cover	2	EA	$ 2,000.00	$ 4,000.00
801.XIV.3	25	6" Gate Valve MJ W/ Box and Cover	19	EA	$ 950.00	$ 18,050.00
801.XIII.6	26	12" Pipe Bell Restraint	157	EA	$ 210.00	$ 32,970.00
801.XIII.6	27	8" Pipe Bell Restraint	6	EA	$ 130.00	$ 780.00
801.XIII.6	28	6" Pipe Bell Restraint	2	EA	$ 90.00	$ 180.00
801.XIII.2	29	12" Solid Sleeve Restrained, DI, MJ	3	EA	$ 4,500.00	$ 13,500.00
801.XIII.2	30	12" Plug, DI, MJ	1	EA	$ 305.00	$ 305.00
801.III.2.4	31	12" Plug (Removal)	2	EA	$ 200.00	$ 400.00
801.XIII.2	32	10" Plug, DI, MJ	1	EA	$ 250.00	$ 250.00
801.XIII.2	33	6" Plug, DI, MJ	4	EA	$ 120.00	$ 480.00
801.XIII.2	34	12" 90-degree Bend DI, MJ	1	EA	$ 525.00	$ 525.00
801.XIII.2	35	12" 45-degree Bend DI, MJ	94	EA	$ 462.00	$ 43,428.00
801.XIII.2	36	10" 45-degree Bend DI, MJ	4	EA	$ 320.00	$ 1,280.00
801.XIII.2	37	6" 45-degree Bend DI, MJ	62	EA	$ 230.00	$ 14,260.00
801.XIII.9	38	Replacement/Relocation Short Side Water Service - 1" and Smaller	67	EA	$ 578.00	$ 38,726.00
801.XIV.5	39	Furnishing Water Meter Boxes - 1" and Smaller	67	EA	$ 462.00	$ 30,954.00
801.XIII.9	40	Replacement/Relocation Short Side Water Service - 1.5" to 2"	18	EA	$ 837.00	$ 15,066.00
801.XIV.5	41	Furnishing Water Meter Boxes - 1.5" to 2"	18	EA	$ 578.00	$ 10,404.00
801.XIII.9	42	Replacement/Relocation Long Side Water Service - 1" and Smaller	49	EA	$ 1,130.00	$ 55,370.00
801.XIV.5	43	Furnishing Water Meter Boxes - 1" and Smaller	49	EA	$ 553.00	$ 27,097.00
801.XIII.9	44	Replacement/Relocation Long Side Water Service - 1.5" to 2"	33	EA	$ 1,350.00	$ 44,550.00
801.XIV.5	45	Furnishing Water Meter Boxes - 1.5" to 2"	33	EA	$ 650.00	$ 21,450.00
801.XIII.7	46	Concrete Thrust Block	6	CY	$ 980.00	$ 5,880.00
801.XIII.12	47	Temporary Sample Tap	14	EA	$ 290.00	$ 4,060.00
801.IX.1	48	Pavement Removal	6,140	SY	$ 5.75	$ 35,305.00
801.IX.2	49	Paving Repair - Cross Cuts and Patches	6,140	SY	$ 54.85	$ 336,779.00
801.IX.6 ***921	50	Pavement Milling (3.5" depth)	24,131	SY	$ 3.80	$ 91,697.80
801.IX.6 ***921	51	Pavement Resurfacing-Base Course (2", asphalt Type SP 12.5) - JEA	24,131	SY	$ 12.60	$ 304,050.60
801.IX.6 ***921	52	Pavement Resurfacing-Surface Course (1.5", asphalt Type SP 9.5) - SJC	24,131	SY	$ 13.00	$ 313,703.00
801.X.2	53	Removal of Driveway (Assume 6" THK)	11	SY	$ 68.00	$ 748.00
801.X.5	54	Replace Driveway (Assume 6" THK)	11	SY	$ 96.00	$ 1,056.00
801.X.3	55	Removal of Curb and Gutter	50	LF	$ 15.00	$ 750.00
801.X.6	56	Replace Curb and Gutter	50	LF	$ 25.00	$ 1,250.00
801.X.1	57	Removal of Sidewalk	65	SY	$ 12.50	$ 812.50
801.X.4	58	Replace Sidewalk	65	SY	$ 68.00	$ 4,420.00
***954	59	Existing Fire Hydrant Connection (Ponte Vedra I&C)	1	LS	$ 10,780.00	$ 10,780.00
801.VIII ***944	60	Grassing - Sod	820	SY	$ 20.45	$ 16,769.00
***943	61	Site Restoration Allowance	1	LS	$ 250,000.00	$ 250,000.00
801.XIII.1	62	Law Enforcement Allowance	1	LS	$ 80,000.00	$ 80,000.00
**2.17.5	63	SWA (Supplemental Work Authorization)	1	LS	$ 170,000.00	$ 170,000.00
	SUBTOTAL					$ 3,023,532.80
	*** 902. GENERAL CONDITIONS LUMP SUM (MAX 10% OF SUBTOTAL)					$ 295,478.20
	TOTAL BID PRICE (transfer this number to TOTAL BID PRICE line in Appendix B Bid Form)					**$ 3,319,011.00**

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

** Reference found in this solicitation

*** Refer to Addendum 2 Appendix A - Technical Specifications

VIA EMAIL

April 21, 2022

Dalton Baylor, President
DB Civil Construction, LLC
4475 US 1 South, Suite 502
St. Augustine, FL 32086

RE: **NOTICE TO CURE DEFAULT**
JEA SOLICITATION 003-21 PONTE VEDRA BLVD 6-INCH CAST IRON WATER MAIN REPLACEMENT
JEA CONTRACT NO. 194522 (the "Contract")

Dear Mr. Baylor:

This letter is a follow-up from JEA's April 20, 2022, letter, which notified DB Civil Construction, LLC ("DB Civil") that it failed to meet both the Substantial Completion and Final Completion dates stated in the above referenced Contract, and has incurred liquidated damages in the amount of **$309,308.27.** Additionally, JEA requested DB Civil submit a corrective action plan and project schedule by **April 15, 2022.** JEA did not receive the requested corrective action plan and project schedule.

Therefore, DB Civil is in material breach of the Contract in at least the following ways, among others:

- Failure to timely complete the project; and
- Failure to provide corrective action plan and project schedule.

Pursuant to the Contract, DB Civil has fifteen (15) days from service of this Notice to provide JEA with a satisfactory arrangement to continue the Work to Final Completion. Otherwise, DB Civil will be in default of the Contract and JEA will terminate the Contract and provide notice of the termination to the Surety. In order to be satisfactory to JEA, any such arrangement must, at a minimum, be submitted in writing from DB Civil to JEA no later than **May 6, 2022**, and include a "no excuses" FINAL completion date; a performance plan of how DB intends to perform all Work required by the Contract; a firm and detailed schedule for performance of all remaining Work; and an agreement that any failure for any reason to timely perform the scheduled Work is a further material breach of the Contract. JEA reserves its right to review DB Civil's written plan and schedule to determine whether it is a satisfactory arrangement. Upon its review, JEA will promptly notify DB Civil whether it is satisfactory. Please be advised that TIME IS OF THE ESSENCE with regard to this Notice and completion of the Work.

Finally, below are JEA's responses to the issues raised by DB Civil in our meeting on April 14, 2022:

1. Water line not abandoned by JEA timely caused DB Civil delays.

JEA's Response: This claim in unfounded. Below is a list of items that DB Civil is responsible of completing prior to any water mains can be turned off for abandonment work.

- **<u>Regarding the Water Services, Fire Hydrants, Valve Uncovering, Thrust Blocks, FDEP Remaining Clearance, Approved Grout Plan</u>**

1. There are 5 services as of today that still need to be switched over to the newly installed 12" main.

    i. Service at Miranda (295 PVB) – This is a missing service – plan is to use the flushing hydrant line to make the service connection
    ii. Service 2 (402 PVB) – Corp stop closed – requires excavation of the road, turn on the corp and restore the road
    iii. Service 3 (417 PVB) – service needs to be installed under the driveway – current service line terminates in the center of the property, meter location is actually to the north of the driveway
    iv. Service 4 (521 PVB)– service needs to be installed under the driveway – current service line terminates in the center of the property, meter location is actually to the north of the driveway
    v. Service 5 (554 PVB)– Service just needs to be tied into the meter

2. All the new fire hydrants still need to be opened to make sure they are fully functional so the old ones can be taken out of service
3. There are 4 valves at San Diego that have been paved over and need to be uncovered to valve down the system.
4. At Corona there are two thrust blocks that are required for the cutting and capping of the 12" and 6" lines. Thread rods as well as these thrust blocks must be in place to allow the outage and cutting of the lines.
5. Service Connection mains to Ocean House and Surf Club still need to be tied in after we receive clearance from DEP so the 6" main north of Miranda can be taken out of service.
6. Approve grout plan submittal per JEA W&WW Standards

- **<u>Regarding the Valve Simulation and Grout-Fill Coordination</u>**

It should be noted that we have asked DB Civil to coordinate with JEA for valve simulations and preparing a plan to valve down everything. DB Civil was supposed to coordinate with JEA valve truck operator, Brian Sonnier. It was confirmed by JEA that Brian and other valve trucks have been performing valve identification, operability and simulations over the past 4 weeks. A DB Civil representative was to be present during these times, but only showed up for one day, and provided no feedback. This past Monday (April 18) we decided we needed to take a proactive approach to make sure a plan, once the above items were completed, could be made for systematically valving down the system for grout preparation. DB Civil was supposed to meet up with the JEA CEI team, VIA (Wayne, Kenny) and Brian (OM) on Monday, but never joined them.

A valve simulation was completed by JEA staff and the JEA inspector on April 13.

JEA has requested DB Civil to coordinate accessing the golf course for grout filling the line with Jay Reister at Ponte Vedra Inn & Club. We discussed this in general with Jay at the last construction progress meeting on April 7, but Jim Collins (DB Civil) was supposed to meet with Jay to finalize the access plan. To date, we are not aware this has occurred.

2. Additional work related to the change of the cross slope of Ponte Vedra Blvd that caused them additional time and expenses because this change left an embankment across a large area that required regrading.

JEA's Response: Yes, this statement is partially true. The inspector was implementing the direction that came from St Johns County Manger over roadways. He wanted the cross slope re-

established through the corridor. This did create a situation where 3 yards required extensive regrading in the yard (approximately 10 to 15 feet) and irrigation repairs as well a few minor regrading of yards (less than 5 feet).

However, DB Civil failed to mention in the April 14th meeting that the JEA project team is tracking these costs through time and material and communicated this to DB Civil prior to them starting this grading work and they would be paid through the special restoration line item in the Contract. Thus, DB Civil is being compensated for these efforts. Please note that this work is NOT on the critical path. These are also the yards that the project team requested to be sodded before they have to be regraded again due to rain. DB Civil indicated these would be sodded April 11 to 15, but to date shas not done so.

3. Delay due to not being able to work during The Players Championship golf tournament during March 4th to March 14th.

JEA's Response: Yes, this direction was communicated by the project team and by St. Johns County that no work would be allowed during the tournament. However, this was solely DB Civil's fault. Had DB Civil completed the project within the specified Contract duration, the TPC would not have been an issue.

If you have any further questions related to this matter, please feel free to contact Joe Perez, Procurement Category Manager at perejl@jea.com or at (904) 665-8507.

Sincerely,

Jenny McCollum
Chief Procurement Officer & Director of Procurement Services

cc: Heather Beard, JEA, Manager, Procurement Contracts Administration
Kyle Gavin, City of Jacksonville, Assistant General Counsel
Joe Perez, JEA, Procurement Category Manager
Elizabeth DiMeo, Manager, Water/Wastewater Project Management
David McDermet, Project Manager, Water/Wastewater Project Management
Sean Conner, Director, Water/Wastewater Project Engineering & Construction
Sean McCaully, Jr., Western Surety Company
File