

025-18 Appendix A – Progressive Design-Build Terms and Conditions and Articles of Indexes

025-18 Progressive Design Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

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**AGREEMENT BETWEEN
JEA
AND**

THIS AGREEMENT is made the _____**th** day of _____ in the year **2018** (*“Effective Date”*) by and between the JEA hereinafter called the OWNER, and _____, a _____ *corporation with principal place of business located at* _____, hereinafter called the DESIGN-BUILD FIRM.

ARTICLE 1 - THE DESIGN-BUILD TEAM AND EXTENT OF AGREEMENT

Whereas the DESIGN-BUILD FIRM accepts the relationship of trust and confidence established between it and the OWNER by this Agreement. It covenants with the OWNER to demonstrate high performance in the industry to its best skill and judgment and to cooperate in furthering the interests of the OWNER. It agrees to furnish efficient business administration and superintendence and use its best efforts to complete the project in the best and soundest way and in the most expeditious and economical manner consistent with the best interest of the OWNER and with the terms and conditions of this Agreement.

- 1.1 The DESIGN-BUILD TEAM – The DESIGN-BUILD FIRM, and the OWNER called the “DESIGN-BUILD TEAM,” shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required. The DESIGN-BUILD FIRM will provide leadership during the design phase with direction from the OWNER.

The specific representatives of the DESIGN-BUILD TEAM are shown in **Exhibit A** attached.

- 1.2 Extent of Agreement – This Agreement for the planning, design and construction of the rehabilitation or replacement for **5104 118th St., 6217 Wilson Blvd., 7703 Blanding Blvd. and Robitzsch Ln. Wastewater Pump Stations** (MPS) (**JEA Contract No. _____**) between the OWNER and the DESIGN-BUILD FIRM, supersedes any prior negotiations, representations or agreements. When drawings, specifications and other descriptive documents defining the work to be included under a construction authorization are complete, they shall be identified in the construction authorization issued by the Project Manager. When drawings, specifications and other descriptive documents defining the work to be included in the guaranteed maximum price (GMP) are complete, an Amendment to the Agreement shall be approved and signed by the OWNER and DESIGN-BUILD FIRM, acknowledging the GMP amount and the drawings, specifications and other descriptive documents upon which the GMP is based. To expedite the preparation of this GMP Amendment by the OWNER, the DESIGN-BUILD FIRM shall furnish per pump station three (3) sets of signed, sealed and dated drawings, specifications and other

documents upon which the GMP is based, and shall acknowledge on the face of each document of each set that it is the set upon which it based its GMP.

This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both OWNER and DESIGN-BUILD FIRM.

1.3 Definitions:

- A. Project – The Project is the total work to be performed under this Agreement. The Project consists of planning, design, permitting, construction and code inspection.
- B. Owner – JEA acting through its Project Manager or those persons designated by the Project Manager to act on his/her behalf.
- D. Construction Authorization – The term Construction Authorization shall mean a written work order based on a defined scope of work excluding DESIGN-BUILD fees, prepared by the Project Manager and issued to the DESIGN-BUILD FIRM. Construction Authorizations shall be used prior to the date of the GMP Amendment and all work performed pursuant to Construction Authorizations shall be included in the GMP.
- E. DESIGN-BUILD FIRM – _____, the primary and authorized representative of the DESIGN-BUILD FIRM, which includes its architects, consultants and subcontractors.
- F. Architect Consultant - **NOT USED**
- G. Design Criteria Professional – Employee of Owner assigned to review, approve and assist in the development of a design criteria package and design guidelines.
- H. Project Manager – The person designated by the OWNER to provide direct interface with the DESIGN-BUILD FIRM with respect to the OWNER's responsibilities. (See **Exhibit A**).
- I. Purchase Order – An accounting document generated by the Owner provided to a contractor or vendor. The terms and conditions of the contract documents, except as expressly and clearly modified by the OWNER, shall be incorporated in any purchase order.
- J. Substantial Completion – The term Substantial Completion, as used herein, shall mean that point at which the Work, or designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the OWNER or its designee can enjoy use or occupancy for its intended purpose. In the event the Work includes more than one phase, the OWNER, at its discretion, may set

Substantial Completion dates for each phase and may impose provisions for liquidated damages for each phase.

K. Estimate – The DESIGN-BUILD FIRM's latest estimate of probable project construction cost.

J. Multi-Year Funding – The term Multi-Year Funding shall mean a project funded by the Owner over two or more years. However, only the first year has been appropriated by the Owner. Any other provision in this Contract to the contrary and notwithstanding the duration of this Contract, this Contract shall be contingent upon the existence of lawfully appropriated funds.

1.4 OWNER's Design and Construction Budget: OWNER's funds budgeted and requested for design and construction of the Project. The OWNER's Design and Construction Budget is ***TBA MILLION AND 00/100 DOLLARS (\$TBA,000,000.00)***, identified in **Exhibit B**, including all DESIGN-BUILD FIRM fees, Cost of the Work and the OWNER's and DESIGN-BUILD FIRM's design, construction and interface contingencies as defined in Articles 8 and 9. This acknowledgement of the OWNER's budgeted funds is not to be construed as the DESIGN-BUILD FIRM's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 9.

ARTICLE 2 - DESIGN-BUILD FIRM'S SERVICES

The services which the DESIGN-BUILD FIRM shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

PROJECT INFORMATION REPORTING

2.1.1 General:

- A. Commencing immediately after contract award, the DESIGN-BUILD FIRM shall implement and shall utilize throughout the life of this Contract all subsystems of Project Management Reporting.
- B. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the OWNER monthly and shall accompany each pay request.
- C. The report shall be described in terms of the following major subsystems: Narrative Reporting, on a monthly basis; Schedule Control, on a monthly basis; Cost Control, and estimating; Project Accounting; Accounting and Payment and Action Reports.

2.1.2 NARRATIVE REPORTING SUBSYSTEM

- A. The DESIGN-BUILD FIRM shall prepare written reports as described hereunder. All reports shall be in 8 ½" X 11" format.
- B. The Narrative Reporting Subsystem shall include the following reports:
 - 1. A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by Permitting Authority.
 - 2. A Monthly Cost Narrative describing the current construction cost estimate status of the Project.
 - 3. A Monthly Scheduling Narrative summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

4. A Monthly Accounting Narrative Report describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.
 5. A Monthly Construction Progress Report during the construction phase summarizing the work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations, and plans for the succeeding month.
 6. A Daily Construction Diary Report during the construction phase describing events and conditions on the site provided to Owner on a monthly basis. A visitor's log for recording visits by the Architect, Consultants, Owner, Inspectors and all visitors. This log shall include, name and who represented, phone number, date, time of arrival and departures. Daily Construction Reports provided weekly to Owner.
 7. A Monthly Jacksonville Small and Emerging Business Report during the construction phase summarizing the participation of JSEB certified subcontractors/ material suppliers for the current month, and project to date. The report shall include the name, address, and dollar amount of each certified JSEB participant.
- C. The reports outlined in subsection B(1) through (5) above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the OWNER and others designated by the Project Manager with the monthly pay requisition. Additional copies of the report outlined in subsection B(1) shall be bound separately and distributed monthly as directed by the OWNER's Project Representative.
- D. The report outlined in subsection B(6) above shall be maintained at the site available to the OWNER. A copy, bound, of the complete diary shall be submitted to the OWNER at the conclusion of the project at the OWNER's request, and may be requested earlier by the OWNER without waiving any right to obtain this data at project conclusion.

2.1.3 Scheduled Control Subsystem

- A. Master Project Schedule – Upon award of this Contract, the DESIGN-BUILD FIRM, shall submit a resource loaded master project schedule covering the planning and design approvals, construction and OWNER occupancy of the Project. This schedule will serve as the framework for the subsequent development of all detailed schedules. The master project schedule shall be produced and updated monthly throughout the project.

B. Within thirty (30) calendar days after the date of the OWNER's issuance of a Notice to Proceed, the DESIGN-BUILD FIRM shall prepare and submit to the Owner a construction schedule in quadruplicate graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the project, showing the sequence in which the DESIGN-BUILD FIRM proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Owner shall determine whether the construction schedule developed and submitted by the DESIGN-BUILD FIRM meets the requirements stated above and such determination shall be binding on the DESIGN-BUILD FIRM. Failure of the DESIGN-BUILD FIRM to develop and submit a construction schedule as aforesaid shall be sufficient grounds for the Owner to withhold any payment, or any other remedy that exists pursuant to the contract or Florida law. Following development and submittal of the construction schedule as aforesaid, the DESIGN-BUILD FIRM shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision. Each such update and/or revision to the construction schedule shall be submitted to the OWNER in duplicate. Failure of the DESIGN-BUILD FIRM to update, revise, and submit the construction schedule as aforesaid shall be sufficient grounds for the OWNER to find the DESIGN-BUILD FIRM in default and to withhold payment to the DESIGN-BUILD FIRM until a schedule or schedule update acceptable to the OWNER is submitted, or any other remedy that exists pursuant to the contract or Florida law.

C. The DESIGN-BUILD FIRM shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

2.1.4 Pre-Bid Schedules (Subnetworks) - The DESIGN-BUILD FIRM shall prepare a construction schedule for work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the interrelationships between the work of the successful bidder and that of other subcontractors, and shall establish milestones keyed to the overall master schedule.

A. Subcontractor Construction Schedules (Subnetworks) – Upon the award of each subcontract, the DESIGN-BUILD FIRM shall jointly with the subcontractor,

develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

- B. Occupancy Schedule – The DESIGN-BUILD FIRM shall develop a detailed plan, inclusive of punch lists, final inspections, maintenance training and turnover procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to OWNER occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final OWNER occupancy, and be approved by the OWNER or its designee.

2.1.5 Cost Control Subsystem – The operation of this subsystem shall provide sufficient timely data and detail to permit the DESIGN-BUILD FIRM to control and adjust the project requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which will not exceed the OWNER's Construction Budget. Requirements of this subsystem include the following submissions at the following phases of the project: Phase I (Planning/ 60% design/ establishment of the Guaranteed Maximum Price), Phase II (100% design and construction).

2.1.6 Project Accounting Subsystem – The operation of this subsystem shall enable the DESIGN-BUILD FIRM to plan effectively and to monitor and control the funds available for the project, cash flow, costs, change orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and site element and shall be prepared and maintained pursuant to generally accepted accounting principles.

- A. Costs Status Report presenting the budget, estimate, and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total cost to complete the work.
- B. A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request in the form of AIA Schedule of Values.

- C. A Detailed Status Report showing the complete activity history of each item in the project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order number, description, proposed and approved rates and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.
- D. A Cash Flow diagram showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

2.1.7 A Job Ledger shall be maintained as necessary to supplement the operation of the project accounting subsystem. The job ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

2.2 DESIGN PHASE (PHASE I)

2.2.1 EVALUATION 5%

- A. 5104 118th Street Pump Station, evaluate the rehabilitation of the existing pump station versus the construction of a new pump station on a site immediately west of the existing pump station. The analysis will be based on physical engineering inspection of the existing station condition and the planning-level construction costs and contract time to complete each type of project.
- B. 7703 Blanding Blvd. and Robitzsch Ln., create a project definition for establishing the extent of the electrical rehabilitation for 7703 Blanding Blvd. Pump Station and the criteria for constructing in new pump station at Robitzsch Ln.

2.2.2 DESIGN DEVELOPMENT 60% AND GMP PRICING

- A. The DESIGN-BUILD FIRM shall perform the services necessary to further develop the Design Criteria Package and shall perform the services necessary to generate a Guaranteed Maximum Price (GMP).
 - i. The Services for this Phase include identification of all JEA requirements, all engineering design and analyses in civil, mechanical, structural, electrical, instrumentation & control, telemetry disciplines, value engineering, constructability analysis, landscaping plans, all permitting including storm water management, finalization of bid packages for subcontractor bidding based upon the 60% design documents, establishment of JSEB bidding packages, advertisement of bid packages, receipt, analysis and provision of bid tabulations to OWNER, establishment and submittal of GMP and Schedule (including Guaranteed Completion Date) as further outlined in Article 9.

ii. Deliverables for this Phase shall include detailed 60% design documents including plans, specifications, permit drawings, permit applications, GMP Proposal, as outlined in Article 9, and Construction Schedule of Values

iii. The DESIGN-BUILD FIRM shall provide and distribute hard copies and an electronic copy in PDF format on CD for review and comment by the OWNER.

iv. The OWNER shall review the design documents and other deliverables and shall provide comments at a project meeting to be held within 15 business days of delivery of documents from the DESIGN-BUILD FIRM. If OWNER fails to provide such comments and such failure delays the critical path of the Project, then DESIGN-BUILD FIRM shall be entitled to a time extension and a Change Order for any direct costs resulting from such OWNER delay to the extent such delay was within the reasonable control of OWNER.

v. The DESIGN-BUILD FIRM shall perform the services necessary to incorporate OWNER's comments from the project meeting and resubmit the deliverables in electronic, PDF format, within 10 business days from the review meeting for the OWNER's review and approval.

B. Prior to commencing Phase II, the GMP proposal will be reviewed and accepted by the OWNER as stated in Article 9.

2.3 PHASE II (100% DESIGN AND CONSTRUCTION)

2.3.1 CONSTRUCTION DRAWINGS AND SPECIFICATIONS

- A. The DESIGN-BUILD FIRM shall prepare from the approved Phase I documents, the Phase II Construction drawings consisting of 100% design build construction documents that are consistent with the approved Phase I documents.
- B. The DESIGN-BUILD FIRM scope of services for this Phase include acquisition of all permits, any required modification of permits, finalized construction drawings consisting of 100% design build construction documents including plans and specifications, coordination, procurement, demolition, construction, site improvements, quality control, start-up, testing, training, site restoration and all other activities.
- C. The Design-Builder shall be responsible for coordinating all construction activities with JEA's engineering personnel and JEA's Project Manager. The Design-Builder shall be responsible for project safety and quality control, as well as all other activities

necessary to design and construct the project. The Design-Builder shall prepare Operation and Maintenance Manuals, record drawings, and all other required documentation.

- D. The Design-Builder shall demonstrate good project management practices while working on this project. These include communication with the OWNER and others as necessary, management of time and resources, and documentation.

E. Bid Groups

1. The Phase II Documents shall be prepared in Bid Groups for specific work as designated by the DESIGN-BUILD FIRM with the Agreement of the OWNER. Final determination of bid groups shall be the responsibility of the DESIGN-BUILD FIRM.
 2. The Phase II Documents prepared by the DESIGN-BUILD FIRM for each Bid Group shall also include the non-technical documents consisting of the necessary bidding information, General Conditions of the Contract, Supplementary General Conditions of the Contract, Division One of the specifications, proposal and contract form.
 3. The DESIGN-BUILD FIRM shall provide and distribute six (6) hard (paper) copies and one (1) electronic copy on CD (compact disc) of the Contract Documents for each Bid Group for review and comment as directed by the Project Manager.
 4. Upon review by the Project Manager of the Phase II Documents for each bid group, the DESIGN-BUILD FIRM shall furnish the OWNER with four copies of the documents for each bid group, which shall be properly sealed and forwarded to the Project Manager. Copies of the Contract Documents for the DESIGN-BUILD FIRM's use will be the responsibility of the DESIGN-BUILD FIRM. Upon approval of the Contract Documents, the DESIGN-BUILD FIRM will furnish the Owner with two (2) copies of the CADD Documents as described in Article 2.3.1(J) below.
 5. The DESIGN-BUILD FIRM shall prepare necessary addenda to each Bid Group. All addenda, prior to distribution, shall be reviewed by the Project Manager. Copies of each addendum, properly sealed, shall be forwarded to the Project Manager.
- F. The OWNER shall review the Phase II construction drawings and specifications and shall provide comments within 15 business days of delivery of documents from the DESIGN-BUILD FIRM. If OWNER fails to provide such comments within 15 business days and such failure delays the critical path of the Project, then DESIGN-BUILD FIRM shall be entitled to a time extension and a Change Order for any direct costs resulting from such OWNER delay to the extent such delay was within the reasonable control of the OWNER.

- G. The DESIGN-BUILD FIRM shall provide design documents, drawings and specifications which conform to applicable standards and regulations including JEA's standards, the City of Jacksonville building codes and zoning codes and generally accepted construction industry standards.
- H. The DESIGN-BUILD FIRM shall signify its responsibility for the Approved for Construction drawings and specifications prepared pursuant to this Agreement by affixing its signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes. If the facility being constructed meets the definition of a threshold building as defined in Chapter 553.71(7), Florida Statutes, then the DESIGN-BUILD FIRM shall insert the following statement on each sheet required by Chapters 471 and 481, Florida Statutes, to be signed, sealed and dated by the DESIGN-BUILD FIRM: To the best of my knowledge, the plans, specifications and addenda comply with the applicable minimum codes.
- I. Where this Agreement provides for the OWNER's approval of the DESIGN-BUILD FIRM's design suggestions and decisions, such approval shall not relieve the DESIGN-BUILD FIRM of any responsibility or warranty hereunder.
- J. The DESIGN-BUILD FIRM, utilizing a computer-aided design and drafting application (CADD), shall provide the OWNER with one (1) set of CD (compact disc) at the conclusion of 100% Construction Documents defined in Article 3.5(1). Drawing files will be compatible with AutoCAD MAP 3D in a .dwg file format and will contain all font, symbol, block and attribute files used to assemble the documents. Files must be submitted on CD with the contents of each disk appropriately labeled. Layering of drawing files will conform to the industry's generally accepted Standards. The DESIGN-BUILD FIRM shall provide along with the CD files a directory of the layers used and the identification of each layer. The DESIGN-BUILD FIRM shall also provide plot files to enable plotting with correct pen style settings. The Owner recognizes that data, plans, specifications, reports, documents or other information recorded as electronic media are subject to alteration, due to, among other things, transmission, conversion, software error or human alteration. Accordingly, the CADD documents provided are for information only and not as an end product. Technical specifications shall be in a Microsoft Word format.

2.3.2 DESIGN REVIEW AND RECOMMENDATIONS

- A. Review and Recommendations and Warranty - The DESIGN-BUILD FIRM's construction personnel shall familiarize themselves thoroughly with the evolving architectural, civil, mechanical, plumbing, electrical, and structural plans and specifications and shall follow the development of design from Phase I through Phase II. They shall make recommendations to the designers with respect to the selection of systems and materials, and cost reducing alternatives including assistance to the OWNER in evaluating alternative comparisons versus long term cost effects. The evaluation shall speak to the benefits of the

speed of erection and early completion of the project. They shall furnish pertinent information as to the availability of materials and labor that will be required. They shall call to the DESIGN-BUILD FIRM's designer's attention any apparent defects in the design, drawings and specifications or other documents. They shall prepare an estimate of the construction cost utilizing the unit quantity survey method.

- B. Long Lead Procurements - The DESIGN-BUILD FIRM's construction personnel shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the DESIGN-BUILD FIRM shall notify the subcontractors and the Project Manager of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The DESIGN-BUILD FIRM shall keep informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Project Manager and OWNER of any problems or prospective delay in delivery.
- C. Separate Contracts Planning - The DESIGN-BUILD FIRM shall review the design with the OWNER and make recommendations to the OWNER with respect to dividing the work in such manner as will permit the DESIGN-BUILD FIRM to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. It shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the OWNER. The DESIGN-BUILD FIRM shall have final authority for scope of work within bid packages provided, however that OWNER shall review and provide any written comments related to the bid packages, changes to the bid packages or any addenda issued after the bid packages are let to DESIGN-BUILD FIRM within 10 business days of receipt of such bid packages or any changes thereto and any OWNER comments shall comply with the duties and obligations of the parties under this Agreement so as to not delay the Work and/or cause DESIGN-BUILD FIRM to incur additional costs.
- D. Interfacing - The DESIGN-BUILD FIRM shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

- E. Job-Site Facilities - The DESIGN-BUILD FIRM shall arrange for all job-site facilities necessary to enable the DESIGN-BUILD FIRM to perform its duties. The DESIGN-BUILD FIRM is responsible for proper care, maintenance and insurance, and all job-site facilities while in its control.
- F. Weather Protection - The DESIGN-BUILD FIRM shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced.
- G. Market Analysis and Stimulation of Bidder Interest
 - 1. The DESIGN-BUILD FIRM shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the project; it shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material, and (2) in light of such determinations, make recommendations as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.
 - 2. The DESIGN-BUILD FIRM shall be responsible for stimulating bidder interest in the local market place and identifying and encouraging bidding competition.
 - 3. The DESIGN-BUILD FIRM shall carry out an active program of stimulating interest of qualified contractors and suppliers in bidding on the work and of familiarizing those bidders with the requirements.

2.3.3 STANDARD OF CARE - Notwithstanding any provision to the contrary, the standard of care for all professional services to be performed by DESIGN-BUILD FIRM pursuant to this Agreement, including but not limited to this Section 2.3, shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the project.

2.3.4 CONSTRUCTION AND CONSTRUCTION ADMINISTRATION

- A. DESIGN-BUILD FIRM's Staff - The DESIGN-BUILD FIRM shall maintain sufficient offsite support staff, and competent full time staff at the Project site authorized to act on behalf of the DESIGN-BUILD FIRM to coordinate, inspect and provide general direction of the work and progress of the subcontractors

and he shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit C to this agreement. It shall not change any of those persons named in Exhibit C unless mutually agreed to by the OWNER and DESIGN-BUILD FIRM. In such case, the OWNER shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.

- B. Lines of Authority - The DESIGN-BUILD FIRM shall establish and maintain lines of authority for its personnel, and shall provide this definition to the OWNER and all other affected parties such as the code inspectors of the Permitting Authority, the sub-contractors and the OWNER's representatives, to provide general direction of the work and progress of the various phases and subcontractors. The OWNER may attend meetings between the DESIGN-BUILD FIRM and his Subcontractors; however, such attendance shall not diminish either the authority or responsibility of the DESIGN-BUILD FIRM to administer the subcontractor.
- C. Schedule, and Project Manual Provisions - The DESIGN-BUILD FIRM shall continue to update scheduling information, coordination of milestones, coordination of subcontractor work and delivery of materials in order to adhere to the project schedule.
- D. Solicitation of Bids
 - 1. The DESIGN-BUILD FIRM shall prepare invitations for bids, or requests for proposal when applicable, for all procurements of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:
 - a. Purchases of materials, supplies, rentals or leases of equipment amounting to **less than \$1,000** each may be made without bids or quotes. However, such purchases must be reasonably necessary to expedite work on the project, and these purchases must be documented with a receipt from the vendor. The DESIGN-BUILD FIRM shall not divide or separate procurements in order to avoid the requirements set forth below.
 - b. Contracts **over \$1,000 but not exceeding \$5,000** may be entered into by the DESIGN- BUILD FIRM with a firm that submits a written quotation to the DESIGN-BUILD FIRM confirming the scope of work and the amount. The DESIGN-BUILD FIRM shall not divide or separate procurements in order to avoid the requirements set forth below.
 - c. Contracts exceeding **\$5,000 but not exceeding \$200,000** may be entered into by the DESIGN-BUILD FIRM with the firm who is qualified and submits the lowest responsive proposal or bid. The DESIGN-BUILD

FIRM shall obtain at least three (3) written proposals from three (3) different firms based on written drawings and/or specification. The written proposals shall all be delivered at the location, date and time named by the DESIGN-BUILD FIRM in his request for proposal or bid. A tabulation of the results shall be furnished to the Owner, Architect/Engineer and to each firm if requested.

- d. Contracts **exceeding \$200,000** may be entered into by the DESIGN-BUILD FIRM with the firm who is qualified and submits the lowest responsive proposal or bid. The DESIGN-BUILD FIRM shall advertise these projects at least once in a newspaper of general circulation in Duval County with the last advertisement appearing at least twenty-one (21) calendar days prior to the established bid opening date and at least five (5) days prior to any scheduled pre-bid conference. These proposals shall be based on approved plans and specifications. Bids shall be received and opened publicly at the location, date and time established in the bid advertisement. A tabulation of the results shall be furnished to the Owner, Architect/Engineer and to each firm if requested.
 - e. Site utilities may be acquired from JEA.
2. As part of such preparation, the DESIGN-BUILD FIRM shall review the specifications and drawings. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the DESIGN-BUILD FIRM shall be brought to the attention of the Project Manager and Permitting Authority in written form and simultaneously corrected.
3. For each separate construction contract exceeding \$200,000 the DESIGN-BUILD FIRM may conduct a pre-bid conference with prequalified bidders and the Project Manager. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the DESIGN-BUILD FIRM shall prepare an addendum to the bidding document, and issue same to all of the prequalified bidders.
- E. Bonds - In accordance with the provisions of Section 255.05, *Florida Statutes*, the DESIGN-BUILD FIRM shall provide to the OWNER, on forms furnished by the OWNER, a 100% Performance Bond and a 100% Labor and Material Payment Bond, each in an amount not less than Guaranteed Maximum Price less the Design and Engineering Fees and the DESIGN-BUILD FIRM's FEE. **No qualifications, modifications or riders to the Bond forms are permitted. The Payment and Performance Bonds must be duly recorded in the Duval County Public Records as a condition precedent to the OWNER's issuance of a Notice to Proceed on the Construction phase of the Project.**

To be acceptable to the OWNER as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the *United States Codes*.
3. The Surety Company shall be in full compliance with the provisions of the *Florida Insurance Code*.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the *Florida Insurance Code* during the life of this agreement.
5. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
 - a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

CONTRACT AMOUNT	POLICY REQUIRED HOLDER'S RATING	FINANCIAL RATING
\$ 500,000 TO 1,000,000	A-	CLASS IV
1,000,000 TO 2,500,000	A-	CLASS V
2,500,000 TO 5,000,000	A-	CLASS VI
5,000,000 TO 10,000,000	A-	CLASS VII
10,000,000 TO 25,000,000	A-	CLASS VIII
25,000,000 TO 50,000,000	A-	CLASS IX
50,000,000 TO 75,000,000	A-	CLASS X

- b. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida,

Department of Insurance to conduct business in this state have been met.

- 2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.
- F. Quality Control - The DESIGN-BUILD FIRM shall develop and maintain a program, acceptable to the OWNER, to assure quality control of the construction. The DESIGN-BUILD FIRM shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and it shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the DESIGN-BUILD TEAM over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.
- G. Subcontractor Interfacing - The DESIGN-BUILD FIRM shall be the single point of interface with all subcontractors for the OWNER and all of its agents and representatives. It shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the OWNER of their validity and reasonableness, acting in the OWNER's best interest prior to requesting approval of each change order from the OWNER. Before any work is begun on any change order, a written authorization and approval from the OWNER must be issued. However, when health and safety are threatened, the DESIGN-BUILD FIRM shall act immediately to remove the threat to health and safety. It shall also carefully review all shop drawings and then issue the shop drawings to the affected subcontractor for fabrication or revision. The DESIGN-BUILD FIRM shall maintain a suspense control system to promote expeditious handling. It shall make interpretations of the drawings or specifications requested of it by the subcontractors and shall maintain a suspense control system to promote timely response. It shall advise the Project Manager when timely response is not occurring on any of the above.
- H. Permits - The DESIGN-BUILD FIRM shall secure all necessary permits, the cost of which will be considered a direct cost item.
- I. Job Site Requirements
1. The DESIGN-BUILD FIRM shall provide for each of the following activities as a part of its Construction Phase fee:

- a. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.
 - b. Maintain a roster of companies on the project with names and telephone numbers of key personnel.
 - c. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
 - d. Provide labor relations management for a harmonious, productive project.
 - e. Provide a safety program for the project to meet JEA & OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
 - f. Provide a quality control program as developed under Article 2.3 (F). herein above.
 - g. Miscellaneous office supplies that support the construction efforts which are consumed by its own forces.
 - h. Travel to and from its home office to the project site as the project requires.
2. The DESIGN-BUILD FIRM shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:
- a. Schedule the services of independent testing laboratories and provide the necessary testing of materials to ensure conformance to contract requirements.
 - b. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.
- J. Job Site Administration - The DESIGN-BUILD FIRM shall provide as part of its job site fee, job site administrative functions during construction to assure proper documentation, including but not limited to such things as the following:
- 1. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing, labor allocation, etc. Review and coordinate each subcontractor's work. Review and implement revisions to the Schedule.

Monitor and promote safety requirements. In addition, regular project status meetings will be held between the owner and DESIGN-BUILD FIRM either biweekly or monthly, whichever is designated by the Project Manager.

Use the job site meeting as a tool for preplanning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

2. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and closely monitor their submittal and approval process.
3. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all subcontractors.
4. Payments to Subcontractors - Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments. All financial documents and records shall be maintained pursuant to reasonable accounting practices designed to afford the OWNER the ability to have the documents audited with the minimum of cost and disruption.
5. Document Interpretation - Refer all questions for interpretation of the technical documents to the DESIGN-BUILD FIRM and all others to the Owner.
6. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the OWNER including information on the subcontractor's work, and the percentage of completion. Keep a daily log available to the OWNER and the Permitting Authority inspectors for review and copying.
7. Subcontractor's Progress - Prepare periodic punch lists for subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.
8. Substantial Completion - Substantial Completion shall be established by way of the following steps:
 - a. DESIGN-BUILD Firm shall notify the OWNER that the project is ready for Substantial Completion inspections.
 - b. The OWNER shall conduct the Substantial Completion inspections.

- c. Inspections shall be completed by the OWNER's Representative.
 - d. The OWNER shall consolidate a punch list (OWNER's punch list)
 - e. The OWNER shall issue a Certificate of Substantial Completion with the OWNER's punch list attached.
- 9. Final Completion - Monitor the Subcontractor's performance on the completion of the project and provide notice to the OWNER that the work is ready for Final inspection. Secure and transmit to the OWNER all required guarantees, affidavits, warranties, releases, bonds and waivers, manuals, record drawings, and maintenance books including the Final Completion form.
- 10. Start-Up - With the OWNER's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.
- 11. Record Drawings - The DESIGN-BUILD FIRM shall monitor the progress of its own forces or its Subcontractors on marked up field prints and at project completion will prepare the final record drawings. Shall submit on monthly basis marked up with field print for each pump station.
- 12. Schedule of Assets (SA) - The DESIGN-BUILD FIRM shall record the assets installed of its own forces or its Subcontractors on marked up field prints schedules and at project completion will prepare the final SA. Shall submit on monthly basis marked up SA for each pump station.
- 13. Equipment Attribute Management (EAM) - The DESIGN-BUILD FIRM shall record the equipment installed of its own forces or its Subcontractors on marked up field prints EAM tables and at project completion will prepare the final EAM. Shall submit on monthly basis marked up EAM for each pump station.
- K. Administrative Records - The DESIGN-BUILD FIRM will maintain at the job site, or at the Project Manager's Office unless agreed to otherwise by the Project Manager, on a current basis, all project files and records. The project records shall be available at all times to the OWNER for reference, review or copying.
- L. OWNER Occupancy -The DESIGN-BUILD FIRM shall provide services during the design and construction phases, which will provide a coordinated OWNER occupancy of the project. It shall provide consultation and project management to facilitate OWNER occupancy and provide transitional services to get the work, as completed by the subcontractors, "on line" in such conditions as will satisfy OWNER operational requirements.
 - 1. It shall conduct the preliminary punch list inspection and coordinate the completion of all punch list work to be done with OWNER occupancy requirements in mind.

2. It shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the OWNER in such a manner as to promote their usability. It shall provide operational training in equipment use for building operators.
3. It shall secure required guarantees and warranties, assemble and deliver same to the OWNER in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.
4. It shall continuously review "Record" Drawings and mark up progress prints to provide as much accuracy as possible.
5. The OWNER may not occupy or take control of the project until the above items discussed in this paragraph have been completed and the "Substantial Completion", and "Warranty" requirements specified in paragraphs 2.3.4(J)(8), 2.3.4(J)9, and 2.3.4(M) have been completed to the OWNER's satisfaction excluding the requirements for a warranty inspection. Nothing in this provision shall preclude Owner from taking partial occupancy as necessary.

M. Warranty:

(i) Design Warranty.

- The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the Work, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound.
- The Company represents and warrants that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work.
- The Company represents and warrants that it has the responsibility and capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents.
- The Company represents and warrants that its employees and Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures.
- The Company warrants all Work for a period of one year following Acceptance of the Work. If any failure to meet the foregoing warranty appears within one year after Work is Accepted, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.
- The Company warrants that all items provided under the Contract shall be free from Defect in accordance with the requirements of this Contract, and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry.

The obligations and representations contained in this "Warranty" clause are DESIGN-BUILD FIRM's sole warranty and guarantee obligations and OWNER's exclusive remedy in respect of quality of the Work. EXCEPT AS PROVIDED IN THIS ARTICLE, DESIGN-BUILD FIRM MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO DESIGNBUILD FIRM'S SERVICES AND DESIGN-BUILD FIRM DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This clause governs, modifies, and supersedes any other terms in this Contract which may be construed to address warranties or guarantees or the quality of the Work.

(ii) Construction Warranty. Where any work is performed by the DESIGN-BUILD FIRM's own forces or by subcontractors under contract with the DESIGN-BUILD FIRM, the DESIGN-BUILD FIRM shall warrant that all materials and equipment included in such Work will be new except where indicated otherwise in Contract Documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and specifications. With respect to the same Work, the DESIGN-BUILD FIRM further agrees to correct all work found by the OWNER to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of two years from the Date of Acceptance or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The DESIGN-BUILD FIRM shall collect and deliver to the OWNER any specific written warranties given by others as required by the Contract Documents.

N. Multi-Year Funding:

If Multi-Year Funding is specified for this project, the Design-Build Firm shall not execute any work on the project that exceeds the current year's appropriation and the Owner will not be responsible for any amounts that exceed this amount (being the lesser of the contract amount or annual appropriated budget) should additional funding not be approved. If DESIGN-BUILD FIRM is required to stop work due to an OWNER lack of funding, DESIGN-BUILD FIRM shall be entitled to a Change Order for all additional cost and time resulting from such work stoppage, including but not limited to demobilization cost, remobilization costs, additional general conditions costs, price escalation and any other costs resulting from such work stoppage. Such Change Order shall be properly executed by OWNER prior to DESIGN-BUILD FIRM's obligation to resume work.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

- 3.1 OWNER's Information - The Owner shall provide information that it possesses regarding its requirements for the project.
- 3.2 OWNER's Representative - The OWNER shall designate a representative who shall be fully acquainted with the project and shall define the lines of OWNER authority to approve

Project Construction Budgets, and changes in Project. He/she shall render decisions promptly and furnish information expeditiously. This Representative is referred herein as the OWNER's Project Manager.

- 3.3 Site Survey and Reports - The OWNER shall provide available surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations, and a legal description relating to this project. The OWNER warrants the completeness of the current accuracy of any existing reports and DESIGN-BUILD FIRM is entitled to rely on said reports in the performance of its work for this Project unless DESIGN-BUILD FIRM knows or reasonably should have known such surveys or reports are inaccurate. DESIGN-BUILD FIRM acknowledges that the current reports are not sufficient for DESIGN-BUILD FIRM to complete the design of this Project and that DESIGN-BUILD FIRM will need to perform additional geotechnical reports, including but not limited to soil reports and subsurface investigations. The existing surveys and reports shall be furnished with reasonable promptness in accordance with the approved schedule at the OWNER's expense.
- 3.4 Approvals and Easements - The OWNER shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.5 Legal Services - The OWNER shall furnish such legal services as may be necessary for obtaining any approvals or easements and such auditing services as OWNER may require.
- 3.6 Drawings and Specifications - The OWNER will attempt review and act upon the DESIGN-BUILD FIRM's Drawings and Specifications in fifteen (15) business days so as not to delay the progress of the project.
- 3.7 Project Fault Defects - If the OWNER becomes aware of any fault or defect in the Project or nonconformance with the drawings and specifications, it shall give prompt written notice thereof to the DESIGN-BUILD FIRM.
- 3.8 Funding - The OWNER shall furnish in accordance with the established schedule, reasonable evidence satisfactory to the DESIGN-BUILD FIRM that sufficient funds will be available and committed for the cost of each part of the Project. The DESIGN-BUILD FIRM shall not commence any work, unless authorized in writing by the OWNER.
- 3.9 Lines of Communication - The OWNER shall communicate with the subcontractors or suppliers only through the DESIGN-BUILD FIRM while such method of communication is effective in maintaining project schedules and quality.
- 3.10 Lines of Authority - The OWNER shall establish and maintain lines of authority for his personnel and shall provide this definition to the DESIGN-BUILD FIRM and all other affected parties.

- 3.11 Multi-Year Funding : If Multi-Year Funding is specified for this project, the Owner shall advise the Design-Build Firm of the proposed funding amounts per year and the amount currently appropriated. The Owner shall advise the Design-Build Firm upon any changes in the funding appropriations. If DESIGN-BUILD FIRM is required to stop work due to an OWNER lack of funding, DESIGN-BUILD FIRM shall be entitled to a Change Order for all additional cost and time resulting from such work stoppage, including but not limited to demobilization cost, remobilization costs, additional general conditions costs, price escalation and any other costs resulting from such a work stoppage. Such Change Order shall be properly executed by OWNER prior to DESIGN-BUILD FIRM's obligation to resume work.

ARTICLE 4 - INSPECTION

- 4.1 Code Inspections - All projects require detailed code compliance inspections during construction in certain disciplines. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing and general building.

All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specifications. The DESIGN-BUILD FIRM is ultimately responsible for all code compliance.

Cost for all reinspections of work found defective and subsequently repaired shall be borne by the DESIGN-BUILD FIRM.

ARTICLE 5 - SUBCONTRACTS

- 5.1 Definition - A subcontractor is a person or organization who has a direct contract with the DESIGN-BUILD FIRM to perform any of the work at the site. Nothing contained in the Contract Document shall create any contractual relation between the OWNER and any subcontractor.

- 5.2 Proposals - Subject to Article 9 and, in accordance with Article 2.3(D), the DESIGN-BUILD FIRM shall request and receive proposals from subcontractors and suppliers and will award those contracts to the responsive qualified low bidder after it has reviewed each proposal and is satisfied that the subcontractor is qualified to perform the work.

- 5.3 Required Subcontractor's Qualifications and Subcontract Conditions

5.3.1 Subcontractual Relations - By an appropriate written agreement, the DESIGN-BUILD FIRM shall require each subcontractor to the extent of the work to be performed by the subcontractor, to be bound to the DESIGN-BUILD FIRM by the terms of the Contract Documents, and to assume toward the DESIGN-BUILD FIRM all the obligations and responsibilities which the DESIGN-BUILD FIRM by these Documents, assumes toward the OWNER. Said agreements shall preserve and protect the rights of the OWNER under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the DESIGN-BUILD FIRM shall require each Subcontractor to enter into similar agreements with his Sub-subcontractor. Copies of all contracts with appropriate required licenses shall be provided to the OWNER.

The DESIGN-BUILD FIRM shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Article 5.3 and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to its Sub-subcontractors.

- 5.3.2 Subcontract Requirements

- A. The DESIGN-BUILD Firm shall be responsible for pre-qualifying subcontractors. Prequalification shall include but not be limited to evaluation of previous experience staffing resources, financial condition and overall ability to perform the work.
- B. Workforce - The DESIGN-BUILD Firm shall evaluate subcontractor's percentage of the project construction work to be performed utilizing its own employees.
- C. Subcontractor experience - The subcontractor must demonstrate related experience of similar size and complexity as determined by the DESIGN-BUILD Firm.
- D. Supervision - The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The subcontractor shall include a resume of experience for each employee identified by him to supervise and schedule his work.
- E. All subcontracts shall provide:

1. LIMITATION OF REMEDY - NO DAMAGES FOR DELAY OR DISRUPTION

That the subcontractor's exclusive remedy for delays or disruptions, except for active interference by the OWNER, in the performance of the contract caused by events beyond its control, including OWNER delays claimed to be caused by the OWNER or attributable to the OWNER and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in the work, the subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 10% for overhead and profit and bond costs.

Each subcontract shall require the subcontractor expressly agree that the foregoing constitute its sole and exclusive remedies for delays or disruptions and changes in the work and thus eliminate any other remedies

for claim for increase in the contract price, damages, losses or additional compensation.

2. Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to the DESIGN-BUILD FIRM within seven (7) calendar days in the format in which the DESIGN-BUILD FIRM must submit such claims to the OWNER, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims. Any such claim must include a time impact analysis as a justification for any equitable time or price adjustment and a subcontractor's refusal to provide such a timely analysis shall be considered a failure of a condition precedent to advance the claim in any future litigation.

- 5.4 Responsibilities for Acts and Omissions - The DESIGN-BUILD FIRM shall be responsible to the OWNER for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the DESIGN-BUILD FIRM.
- 5.5 Subcontracts to be Provided - Upon request, the DESIGN-BUILD FIRM shall include a copy of each signed subcontract, including the general supplementary conditions, in the project manual.

ARTICLE 6

SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 6.1 At the time the Guaranteed Maximum Price (GMP) is established, as provided for in Articles 7 and 9, a Project Substantial Completion date, a Final Completion date and an Owner Occupancy date for completion of the Project, in accordance with the master project schedule, shall also be established by the DESIGN-BUILD Firm. The OWNER will issue an amendment to this Contract identifying the GMP for said the Project, identifying the drawings, specifications and other documents upon which the Guaranteed Maximum Price is based, and establishing the Substantial Completion date, Final Completion date and the date for the issuance of the Certificate of Occupancy. THE DESIGN-BUILD FIRM agrees to complete the construction in accordance with the agreed upon Substantial Completion date, Final Completion date and date for the Issuance of Occupancy Certificate. The DESIGN-BUILD FIRM acknowledges that failure to complete the project within the construction time set forth in the approved schedule may result in actual damages to the Owner, for which the DESIGN-BUILD FIRM will be liable in the form of Liquidated Damages as set forth in Article 6.4 below.
- 6.2 The date of the OWNER Certificate of Occupancy shall occur as described in Article 2.3.4 (L) hereinabove. Warranties shall commence on the Date of Substantial Completion for that portion of project completed.
- 6.3 At the time the Guaranteed Maximum Price (GMP) is established, the DESIGN-BUILD Firm will furnish to the Owner a current Schedule of Values based on the Guaranteed Maximum Price. A revised Schedule of Values is required after contracts between the DESIGN-BUILD Firm and subcontractors are executed, and with each pay request (or at least monthly).

6.4 Liquidated Damages.

If the DESIGN-BUILD FIRM fails to complete the Work for JEA's Acceptance on or before the agreed completion date, the DESIGN-BUILD FIRM shall pay JEA the sum of \$2,000.00 per day for each and every calendar day, including Sundays and Holidays, starting on the day the Work was deemed by JEA to be Substantial Complete until the date the Work is Accepted by JEA.

Liquidated damages will be capped \$10% of the total Contract price.

The DESIGN-BUILD FIRM understands and agrees that said daily sum is to be paid not as a penalty, but as compensation to JEA as a fixed and reasonable liquidated damages for losses that JEA will suffer because of such default, whether through increased administrative and engineering costs, interference with JEA's normal operations, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated damages may, at JEA's sole discretion, be deducted from any monies held by JEA

that are otherwise payable to DESIGN-BUILD FIRM.

The DESIGN-BUILD FIRM's responsibility for liquidated damages shall in no way relieve the DESIGN-BUILD FIRM of any other obligations under the Contract.

ARTICLE 7

GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

- 7.1 Guaranteed Maximum Price (GMP) Proposal - The DESIGN-BUILD FIRM will establish and submit in writing to the OWNER for its approval a Guaranteed Maximum Price, guaranteeing the maximum price to the OWNER, for the entire cost of the project (design, construction, and DESIGN-BUILD FIRM's Fee). Such Guaranteed Maximum Price will be subject to modification for changes in the project as provided in Article 10. However, the actual price paid for the work by the OWNER shall be the actual cost of all design and engineering, all work subcontracts, supply contracts, direct labor costs, direct supervision costs, direct job costs, and the DESIGN-BUILD FIRM's FEE, DESIGN-BUILD FIRM's General Conditions Amount, and DESIGN-BUILD FIRM's Lump Sum Insurance Amount, as may or may not be adjusted by mutual agreement of the Parties or the GMP, as may or may not be adjusted by mutual agreement of the Parties, whichever is less when the work is complete.
- 7.2 GMP Taxes - The GMP shall include all taxes legally applicable to the cost of the work.
- 7.3 Use of Contingency Contained Within GMP - At the time of submission of a Guaranteed Maximum Price, the DESIGN-BUILD FIRM will verify the time schedule for activities and work which were adopted by the DESIGN-BUILD TEAM and used to determine the DESIGN-BUILD FIRM's Cost of Work. In addition to the Cost of Work, the GMP will include an agreed upon sum as the Construction Contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. **The DESIGN-BUILD FIRM will be required to receive written authorization from OWNER prior to using any of the contingency funds.** Documentation for use of the Contingency shall be determined by the OWNER, reflected in the Project Manual and displayed monthly in the report. If bids are received below the applicable line items in the GMP, the surplus will be added to the contingency.

If bids are received above the applicable line item in the GMP the deficiency will be taken from the contingency upon approval of OWNER, however such events shall not be cause to increase the GMP.

At Project Completion all unused contingency funds, if any, shall revert to OWNER.

ARTICLE 8

CONTRACT PRICE

- 8.1 The Maximum Indebtedness of the OWNER for all fees, reimbursable items or other costs for Services provided by the DESIGN-BUILD FIRM pursuant to this Agreement shall not exceed the sum of _____. **This shall be the Maximum Indebtedness** for the term of this Agreement; provided, however, if OWNER accepts DESIGN-BUILD FIRM's GMP Proposal as outlined in Article 9 below and thus opts to retain DESIGN-BUILD FIRM for Phase II, the Maximum Indebtedness will be revised accordingly by execution

of the GMP Amendment in order to compensate the DESIGN-BUILD FIRM for Phase II work performed after the completion of Phase I.

ARTICLE 9

ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

9.1 GMP Established After Execution of this Agreement.

A. GMP Proposal. Upon the completion of Phase I (60%) design, DESIGN-BUILD FIRM shall submit to a GMP Proposal to OWNER, which shall include the following, unless mutually agreed to otherwise by the Parties:

1. A proposed GMP, which shall be the sum of:
 - (a) Lump Sum Amount for Phase I of the Project (60% Design)
 - (b) Fees and Cost of Work for Phase II of Project
 - DESIGN-BUILD FIRM's Lump Sum Amount for Design Services during Phases II
 - Construction Contingency for Phase II
 - DESIGN-BUILD FIRM's Lump Sum General Conditions Amount for Phase II
 - DESIGN-BUILD FIRM's Lump Sum Insurance for Phase II
 - DESIGN-BUILD FIRM's FEE for Phase II
2. A list of the drawings and specifications, including all addenda, used as the basis for the GMP Proposal;
3. A list of all the assumptions and clarifications made by the DESIGN-BUILD FIRM in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications;
4. The Guaranteed Completion Date (GCD) upon which the Proposed GMP is based, to the extent said date has not already been established and a schedule upon which the GCD is based;
5. A list of allowances and statement of their basis
6. A schedule of alternate prices;
7. A statement of Additional Services; and
8. The time limit for acceptance of the GMP Proposal.

B. All Lump Sum Amounts set forth above shall be paid in accordance with a schedule of values on a percent complete basis and shall NOT be subject to audit rights.

C. Review and adjustment to GMP Proposal. After submission of the GMP Proposal, the DESIGN-BUILD FIRM and OWNER shall meet to discuss and review the GMP Proposal. If OWNER has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to DESIGN-BUILD FIRM of such comments or findings. If appropriate, DESIGN-BUILD FIRM shall, upon receipt of OWNER's notice make appropriate adjustments to the GMP Proposal.

D. Acceptance of GMP Proposal. If OWNER accepts the GMP Proposal, as may be amended by DESIGN-BUILD FIRM and OWNER, the GMP and its basis shall be set forth in an amendment to this Agreement (the "GMP Amendment"). The GMP Amendment shall control and take precedence over any conflicting provision contained elsewhere in this Agreement

and any Contract Document unless this Agreement is subsequently amended by the Parties in accordance with the terms of this Agreement.

E. Failure to accept GMP Proposal. If Owner rejects the GMP Proposal, or fails to notify DESIGN-BUILD FIRM in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, OWNER and DESIGN-BUILD FIRM shall meet and confer as to how the Project will proceed, with OWNER having the following options:

1. Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by DESIGN-BUILD FIRM, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with 9.1.(D) above;
2. OWNER may terminate this Agreement for Convenience in accordance with Article 14 hereof.

F. Interim GMP Proposals-Portions of Work. At OWNER's discretion, prior to DESIGN-BUILD FIRM's submission of GMP Proposal for the entire Project, OWNER may request interim GMP Proposals for specific portions of the Work.

G. DESIGN-BUILD FIRM does not guarantee any specific line item provided as part of the GMP.

9.2 Savings. If the sum of the actual Cost of the Work, cost of Design, and DESIGN-BUILD FIRM's FEE is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall inure entirely to the OWNER.

9.3 Budget Ceiling. DESIGN-BUILD FIRM acknowledges that the OWNER's Design and Construction Budget for the Project is **TBA MILLION AND 00/100 DOLLARS (\$TBA,00,000.00)** (the "Budget Ceiling") including all fees, Cost of the Work, cost of design and the OWNER's and DESIGN-BUILD FIRM's construction and contingencies, as set forth in this Agreement. This acknowledgement of the OWNER's budgeted funds is not to be construed as DESIGN-BUILD FIRM's GMP, but does represent DESIGN-BUILD FIRM's acknowledgement and commitment that the GMP, including all Contingencies, will be below the Budget Ceiling and the DESIGN-BUILD FIRM will perform the Work in good faith to achieve same. A GMP will be offered by separate documentation as outlined in this Article 9.

9.4 **Cost of the Work.** The term Cost of the Work ("Cost of the Work") during the Construction Phase, after the establishment of the GMP (Phase II), shall mean costs reasonably incurred by DESIGN-BUILD FIRM in the proper performance of the Work. The Cost of the Work shall include the following, all of which are subject to the GMP:

9.4.1 Payments made by DESIGN-BUILD FIRM to subcontractors and design consultants for performance of portions of the Work, including any insurance and bond premiums incurred by subcontractors and Design Consultants. If OWNER directs

DESIGN-BUILD FIRM to engage a subcontractor whose price is greater than the price of another qualified subcontractor that DESIGN-BUILDER intends to engage, then OWNER shall issue a Change Order to DESIGN BUILDER increasing the GMP by the difference in cost between the subcontractor Owner directs DESIGN-BUILD FIRM to engage and the subcontractor that DESIGN-BUILD FIRM intended to engage.

9.4.2 Costs incurred by DESIGN-BUILD FIRM in repairing or correcting defective, damaged or nonconforming Work, provided that such defective, damaged or nonconforming Work was not beyond the reasonable control of DESIGN-BUILD FIRM, or caused by the ordinary mistakes or inadvertence, and not the negligence of DESIGN-BUILD FIRM or those working by or through DESIGN-BUILD FIRM. If the costs associated with such defective, damaged or nonconforming Work are recoverable from insurance, DESIGN-BUILD FIRM shall exercise reasonable efforts to obtain recovery from the appropriate source and credit OWNER if recovery is obtained.

9.4.3 Costs, including purchase, transportation, delivery, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

9.4.4 Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of DESIGN-BUILD FIRM, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

9.4.5 Costs of recycling, removal, or disposal of debris and waste (hazardous and non-hazardous) from the Site.

9.4.6 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site.

9.4.7 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by DESIGN-BUILD FIRM at the Site, whether rented from DESIGN-BUILD FIRM or others, and incurred in the performance of the Work.

9.4.8 Premiums for bonds required by this Agreement or the performance of the Work including bonds for subcontractors or subguard bond coverage for subcontractors.

9.4.9 All fuel and utility costs incurred in the performance of the Work.

9.4.10 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

9.4.11 Costs for permits, royalties, licenses, survey, tests, reports and inspections incurred by DESIGN-BUILD FIRM as a requirement of the Contract Documents.

9.4.12 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against DESIGN-BUILD FIRM resulting from such suits or claims, and paying settlements made with OWNER's consent.

9.4.13 Deposits which are lost, except to the extent caused by DESIGN-BUILD FIRM's negligence.

9.4.14 Costs incurred in preventing damage, injury or loss, or responding to an emergency affecting the safety of persons and property. Including but not limited to site security costs.

9.4.15 Accounting and data processing costs related to the Work.

9.4.16 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by OWNER.

9.4.17 Costs reimbursable under the Construction Contingency.

9.4.18 Costs of testing and inspections required for the Work.

9.4.19 Wages of construction workers directly employed by Design Build Firm to perform any portion of the Work at the site, or with the Owner's approval, at off-site workshops.

9.4.20 Wages or salaries of the Design Build Firm's supervisory and administrative personnel when stationed at the Project site.

9.4.21 Costs paid or incurred by the Design Build Firm for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in 9.4.19 or 9.4.20.

9.4.22 JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

9.5 Allowance Items and Allowance Values

9.5.1 Any and all Allowance Items, as well as their corresponding Allowance Values, will be set forth in the GMP Amendment,

9.5.2 Allowance Items and Allowance Values to be included in the GMP Amendment will be based then available information to provide an estimate for the Allowance Item.

Nothing herein is intended in any way to constitute a guarantee by DESIGN-BUILD FIRM that any Allowance Item in question can be performed for the Allowance Value.

9.5.3 No work shall be performed on any Allowance Item without DESIGN-BUILD FIRM first obtaining in writing advanced authorization to proceed from OWNER. OWNER agrees that if DESIGN-BUILD FIRM is not provided written authorization to proceed by the date set forth in the Project schedule included as part of the GMP Amendment, DESIGN-BUILD FIRM shall be entitled to an adjustment of the Contract Time(s) and/or Contract Price to the extent impacted by such delay.

9.5.4 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the GMP shall be adjusted accordingly by Change Order to reflect the difference between the actual costs incurred by DESIGN-BUILD FIRM for the particular Allowance Item and the Allowance Value.

ARTICLE 10

CHANGE IN THE PROJECT

10.1 Change Orders - The OWNER, without invalidating this Agreement, may order Changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, the GMP, and the Construction Completion Date, being adjusted accordingly. All changes in the Project not covered by an authorized contingency shall be authorized by Change Order signed by the OWNER before the change is implemented.

10.1.1 Change Order Definition - A Change Order is a written order on an approved change order form under the authorization of JEA to the DESIGN-BUILD FIRM signed by the OWNER issued after the execution of this Agreement, authorizing a Change in the Project, the DESIGN-BUILD FIRM's fee, or the Construction Completion date. Each adjustment in the GMP resulting from a change order shall clearly separate the amount attributable to the Cost of the Project. Execution of a Change Order by the DESIGN-BUILD FIRM serves as a waiver and an accord and satisfaction of all issues related to the work identified in the Change Order.

10.1.2 Acceptable Ways Of Determining Increases Or Decreases In The GMP On Change Orders - The increase or decrease in the Guaranteed Maximum Price resulting from a change in the Project shall be determined in one or more of the following ways:

- A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the OWNER;
- B. by unit prices stated in the Agreement or subsequently agreed upon, if less;
- C. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee if less than the negotiated fee; or
- D. by the method provided in Subparagraph 10.1.3.

10.1.3 Itemized Accounting On Change Orders - If none of the methods set forth in Clause 10.1.2 is agreed upon, the DESIGN-BUILD FIRM, provided it receives a written order signed by the OWNER, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the OWNER will establish an estimated cost of the work and the DESIGN-BUILD FIRM shall not perform any work whose cost exceeds that estimate without prior written approval by the OWNER. In such case, and also under Article 10.1.2 above, the DESIGN-BUILD FIRM shall keep and present, in such form as the OWNER may prescribe, an itemized accounting together with appropriate supporting data organized and maintained consistent with reasonable generally accepted accounting principles and practices of the increase in the Cost of the Project as outlined in Article 9. The amount of decrease in the Guaranteed Maximum Price to be allowed by the DESIGN-BUILD FIRM to the OWNER for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

10.1.4 Adjustments In Unit Prices & GMP Due To Inequitable Quantity Changes - If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the OWNER or the DESIGN-BUILD FIRM, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

10.1.5 Concealed Conditions - Should concealed conditions be encountered in the performance of the Work below the surface of the ground or should unknown physical conditions below the surface of the ground be encountered, or should concealed or unknown conditions in an existing structure of an unusual nature be encountered, differing materially from those ordinarily encountered in work of the character provided for in this Agreement, the Guaranteed Maximum Price and the Construction Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2, along with the markups set forth in 10.1.3 for insurance/bond and overhead/profit.

10.2 Claims For Additional Cost Or Time - All claims for additional cost or time shall be made by request for a change order submitted as provided in Article 16.

If there is any time delay or disruption during the project, the Substantial Completion date shall be extended by Change Order. The DESIGN-BUILD FIRM must provide a time impact analysis justifying any request for equitable time extension. Time extensions will only be granted for those delays which affect the Critical Path.

Only delays or disruptions which are determined to extend the critical path for the schedule or constructing the project will result in a time extension. Neither the OWNER nor the DESIGN-BUILD FIRM shall be considered to own the schedule float time.

No OWNER'S representative has the authority to allow or require constructive acceleration; actual acceleration shall only be compensable upon specific written approval by the OWNER after receipt of an acceptable time impact analysis and evaluation of a recovery schedule that would reasonably justify such action.

- 10.3 Minor Changes In The Project - The Project Manager will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order. Documentation of changes shall be determined by the DESIGN-BUILD TEAM, included in the Project Manual. Changes shall be approved by the Project Manager.
- 10.4 Emergencies - In any emergency affecting the safety of persons or property, the DESIGN-BUILD FIRM shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the DESIGN-BUILD FIRM on account of emergency work shall be determined as provided in Article 10.

ARTICLE 11

DISCOUNTS AND PENALTIES

- 11.1 JEA offers any or all of the following option payment terms, one of which may be executed at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

1% 20, net 30
2% 10, net 30

Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until acceptance by JEA in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by JEA's Accounts Payable.

- 11.2 All discounts for prompt payment shall accrue to the OWNER to the extent the Cost of the project is paid directly by the OWNER or from a fund made available by the OWNER to the DESIGN-BUILD FIRM for such payments. To the extent the Cost of the Project is paid with funds of the DESIGN-BUILD FIRM, all cash discounts shall accrue to the DESIGN-BUILD FIRM. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project. All penalties incurred due to fault of the DESIGN-BUILD FIRM for late payment of cost of the project will be paid by the DESIGN-BUILD FIRM.

ARTICLE 12

PAYMENTS TO THE DESIGN-BUILD FIRM

- 12.1 Monthly Statements - The DESIGN-BUILD FIRM shall submit to the OWNER a sworn statement along with the cost reports required under Article 2.1.5, showing in detail all monies paid out, cost accumulated or costs incurred on account of the Cost of the Project during the previous period and the amount of the DESIGN-BUILD FIRM's fees due. This data shall be attached to the Partial Pay Request form per pump station. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. For the purposes of this Agreement, fifty percent completion is defined as the point at which OWNER has expended 50 percent of the total cost of the construction services purchased as identified in the Agreement together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Agreement. At fifty percent (50%) completion, the Owner shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the DESIGN-BUILD FIRM. Retainage shall not be withheld on the following:
- i. Lump Sum Amounts for services or fees for design and engineering work under Phase I and Phase II.
 - ii. DESIGN-BUILD FIRM's fee for construction phase services; and,
 - iii. DESIGN-BUILD FIRM's general conditions costs for construction phase services
- 12.2 Final Payment - Final payment constituting the unpaid balance of the Cost of the Project shall be due and payable after the OWNER has accepted occupancy of the project, provided that the Project be then finally completed, that the DESIGN-BUILD FIRM has verified by its signature that it has completed all items specified, and that this Agreement has been finally performed. However, if there should remain work to be completed, the DESIGN-BUILD FIRM and the OWNER shall list those items prior to receiving final payment. Upon completion of all items on the list, the contractor may submit a payment request for all remaining retainage withheld by OWNER. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, OWNER may continue to withhold up to one hundred fifty percent (150%) of the total costs to complete such items provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, OWNER shall pay to DESIGN-BUILD FIRM, monthly, the amount retained for each incomplete item after each of said items is completed.
- 12.3 Payments to Subcontractors - The DESIGN-BUILD FIRM shall promptly, within 10 days after receipt of payment from the OWNER, pay all the amount due subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete. After 50-percent completion, as defined above, of the construction services purchased pursuant to the contract, the DESIGN-BUILD FIRM may elect to withhold retainage from payments to its subcontractors at a rate higher than 5 percent. The specific amount to be withheld must be determined on a case-by-case basis and must be based on the DESIGN-BUILD FIRM's assessment of the subcontractor's past performance, the likelihood that such performance will continue, and the DESIGN-BUILD FIRM's ability to rely on other

safeguards. The DESIGN-BUILD FIRM shall notify the subcontractor, in writing, of its determination to withhold more than 5 percent of the progress payment and the reasons for making that determination, and the DESIGN-BUILD FIRM may not request the release of such retained funds from the local governmental entity. If at Final Completion there should remain items to be completed, the DESIGN-BUILD FIRM and OWNER shall list those items required for completion and the DESIGN-BUILD FIRM shall continue to withhold up to one hundred fifty percent (150%) of the total costs to complete such items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. If a local governmental entity makes any payment of retainage to the DESIGN-BUILD FIRM which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the DESIGN-BUILD FIRM shall timely remit payment of such retainage to those subcontractors and suppliers.

Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the OWNER's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the OWNER.

- 12.4 Payments for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the OWNER on each occasion.
- 12.5 Withholding Payments To Subcontractors - The DESIGN-BUILD FIRM shall not unreasonably withhold payments to subcontractors if such payments have been made to the DESIGN-BUILD FIRM. If there is a dispute as to payment of a subcontractor DESIGN-BUILD FIRM must notify subcontractor whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The DESIGN-BUILD FIRM must pay all undisputed amounts due within the time limits imposed by The Local Government Prompt Payment Act, § 218.735, *Florida Statutes*.
- 12.6 Invoicing
Within sixty (60) days from completion of the Work, the Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.

JEA will pay the Company the amount requested within thirty (30) calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within twenty (20) calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection.

Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Respondent the revised amount within ten (10) days.

JEA may withhold payment if the Respondent is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within ten (10) days of determination or written notice

12.7 Discount Pricing

JEA offers any or all of the following option payment terms, one of which may be executed at the request of the Respondent by sending an email to the JEA Buyer listed in this Solicitation:

- o 1% 20, net 30
- o 2% 10, net 30

Respondent may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until acceptance by JEA in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by JEA's Accounts Payable.

12.8 Discount Pricing

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

ARTICLE 13 INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 INDEMNITY

A. INDEMNIFICATION (STANDARD FOR JEA)

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to

property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

B. ENVIRONMENTAL INDEMNIFICATION

The Company shall hold harmless and indemnify JEA including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Company's or other Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Company or any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Company or any Party. JEA will be entitled to control any remedial action, any proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

13.2 DESIGN-BUILD FIRM's Insurance

A INSURANCE REQUIREMENTS

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

Workers' Compensation

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

Commercial General Liability

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

Automobile Liability

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

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$4,000,000 each occurrence and annual aggregate.

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

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation and Employer's

Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

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

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Bidders for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

Builder's Risk

The DESIGN-BUILD FIRM shall be responsible to maintain Builder's Risk insurance coverage with the coverage limit being equal to 100% of completed value (replacement cost) of the PROJECT.

During construction of the 118th street master pump station (hereinafter referred to as "Project"), JEA shall provide All Risk Builder's Risk insurance at its sole expense (insurance premiums and insurance deductibles unless otherwise specified in this Article 13) for itself, Company and its Subcontractors of all tiers while performing Work at JEA's Project site (118th street master pump station (MPS)). The planned period of coverage for this Builder's Risk insurance is estimated to begin February 1, 2019 ending with substantial completion January 1, 2021. JEA shall obtain a Waiver of Subrogation on this Builder's Risk insurance in favor of Company and its Subcontractors, including their employees, agents, successors and assigns. Certificates of Insurance shall be issued to Company and its Subcontractors on request to JEA's Director Risk Management Services at (904) 665-7781.

JEA's Builder's Risk insurance does not provide coverage for loss or damage for either: (a) Company's or its Subcontractors' tools, equipment, personal property, protective fencing, scaffolding, temporary structures, framework, forms and equipment owned, leased, rented or borrowed by Company and its Subcontractors or (b) materials, supplies and equipment in transit to JEA's Project site or located on JEA's Project site which does not become a permanent part of JEA's 118th Street Master Pump Station (MPS). JEA's Builder's Risk insurance shall be excess above any other property insurance or self-insurance maintained by vendors and suppliers who have agreed to be responsible for risk of loss for JEA's equipment, materials and supplies (F.O.B. destination: JEA's Project site).

Company and its Subcontractors shall be responsible to reimburse JEA for the first \$100,000 (each occurrence) of any property damage to the Work at JEA's Project site, including JEA's existing 118th Street MPS, caused by the negligence, error or omission of Company and its Subcontractors. This reimbursement requirement applies regardless if an insurance claim is submitted to Factory Mutual Insurance Company above JEA's Builder's Risk property insurance deductibles. All other insurance deductibles are the responsibility of JEA.

ARTICLE 14

TERM OF AGREEMENT, TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM DESIGN-BUILD FIRM'S OBLIGATION

14.1 Term of Agreement

The Agreement shall be in force from the Effective Date until Project Completion, unless revised by mutual agreement of the Parties. Certain provisions of this Agreement may

extend past termination, including warranty provisions and insurance and indemnification obligations of DESIGN-BUILD FIRM.

- 14.2 **Termination Due to Lack of Funding:** If Multi-Year Funding is specified for this project, and should additional funding NOT be appropriated, the Owner shall pay the Design-Build Firm for all work performed up to the approved appropriation for the work completed. The Design-Build Firm is not entitled and shall not be paid additional compensation for termination due to additional funding not being approved. If DESIGN-BUILD FIRM stops work as a result of the OWNER's lack of sufficient funding to pay for the remaining work and after OWNER obtains additional funding DESIGN-BUILD FIRM is directed to recommence work, then DESIGN-BUILD FIRM shall be entitled to a Change Order for all cost and damage incurred as a result of the work stoppage and remobilization, along with a time extension.

14.3 **Termination by OWNER Without Cause**

- A. OWNER shall have the right to terminate this Agreement for convenience. In the event that OWNER elects to terminate DESIGN-BUILD FIRM for convenience, OWNER shall notify DESIGN-BUILD FIRM in writing of same. Upon receipt of OWNER's notice of termination, DESIGN-BUILD FIRM shall stop work and tabulate all costs to date and OWNER shall pay to DESIGN-BUILD FIRM the following:
- i. Payment for all amounts owed under the terms of the Agreement up to the date of termination;
 - ii. Payment for all costs and expenses made in settling or discharging outstanding commitments entered into by DESIGN-BUILD FIRM prior to the Notice of Termination;
 - iii. Payment of profit in the amount equal to the estimated total profit on the entire Contract Price or GMP, multiplied by the percentage completed at the date of termination;
 - iv. Demobilization costs;
 - v. OWNER shall also pay to the DESIGN-BUILD FIRM fair compensation, either by purchase or rental at the election of the OWNER, for any equipment retained by OWNER;
 - vi. The DESIGN-BUILD FIRM shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the OWNER may require for the purpose of fully vesting in him the rights and benefits of the DESIGN-BUILD FIRM under such obligations or commitments; and,
 - vii. The OWNER does not assume any responsibility for liabilities of the DESIGN-BUILD FIRM relating to issues that were in dispute between the DESIGN-BUILD FIRM or any subcontractor or supplier existing prior to termination.

B. After the establishment of the Guaranteed Maximum Price or at the completion of the Design Phase (Phase I), if the final cost estimates, lack of legislative funding, or for any reason whatsoever make the Project no longer feasible from the standpoint of the OWNER, the OWNER may terminate this Agreement. DESIGN-BUILD FIRM shall provide OWNER with five sets of printed copies per pump station and (1) CD of the Phase I work product deliverables, previously specified herein per pump station. Further, OWNER shall have the rights to use the documents and deliverables subject to the following:

- Satisfactory payment to DESIGN-BUILD FIRM for all Phase I services; and
- OWNER's delivery of a letter to DESIGN-BUILD FIRM acknowledging that use of the documents is subject to the statutes and provisions of professional practice of Architecture and Engineering
- OWNER's delivery of a letter to DESIGN-BUILD FIRM acknowledging that such documents/drawings/specifications or other design related information is provided to OWNER "AS IS" with no warranty or guaranty of any kind, that OWNER shall remove DESIGN-BUILD FIRM's name from all such documents prior to providing them to a 3rd party and that OWNER will defend and indemnify DESIGN-BUILD FIRM from any and all claims or causes of action asserted against DESIGN-BUILD FIRM related to or arising out of OWNER's use of such documents/drawings/specification or other design related documents, including but not limited to attorneys' fees. OWNER's indemnification obligation is for tort claims only, subject to §768.28, Fla. Stat.

14.4 Termination for Default-Bond

A. OWNER may give the DESIGN-BUILD FIRM written notice to discontinue all or part of the work on the project under the Agreement or a Notice to Cure a material breach in the event that:

1. The DESIGN-BUILD FIRM assigns or subcontracts the Work without prior written permission;
2. Any petition is filed or any proceeding is commenced by or against the DESIGN-BUILD FIRM for relief under any bankruptcy or insolvency laws;
3. A receiver is appointed for the DESIGN-BUILD FIRM's properties or the DESIGN-BUILD FIRM commits any act of insolvency (however evidenced);
4. The DESIGN-BUILD FIRM makes an assignment for the benefit of creditors;
5. The DESIGN-BUILD FIRM suspends the operation of a substantial portion of its business;
6. The DESIGN-BUILD FIRM suspends the whole or any part of the Work to the extent that it impacts the DESIGN-BUILD FIRM's ability to meet the Work schedule, or the DESIGN-BUILD FIRM abandons the whole

or any part of the Work;

7. The DESIGN-BUILD FIRM, at any time, violates any of the conditions or provisions of the Agreement Documents, or the DESIGN-BUILD FIRM fails to perform as specified in the Agreement Documents, or the DESIGN-BUILD FIRM is not complying with the Agreement Documents.
 8. The DESIGN BUILD Firm attempts to willfully impose upon OWNER items or workmanship that are, in OWNER's sole opinion, defective or of unacceptable quality.
 9. The DESIGN-BUILD FIRM breaches any of the representations or warranties
 10. The DESIGN-BUILD FIRM is determined, in OWNER's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to OWNER.
 11. There is an adverse material change in the financial or business condition of the DESIGN-BUILD FIRM such that DESIGN-BUILD FIRM cannot reasonably be expected to complete the Project.
- B. If, within 30 days after service of such notice to discontinue or notice to cure upon the DESIGN-BUILD FIRM, an arrangement satisfactory to OWNER has not been made by the DESIGN-BUILD FIRM for continuance of the Work or the material breach has not been remedied, OWNER may declare the DESIGN-BUILD FIRM to be in default and terminate the Agreement.
- C. Once DESIGN-BUILD FIRM is declared in default and the Agreement has been terminated, OWNER will notify the Surety in writing of the termination. The Surety shall, at OWNER's sole option, take one (1) of the following actions:
- (a) Within a reasonable time, but in no event later than thirty (30) days from OWNER's written notice of termination for default, arrange for DESIGN-BUILD FIRM with OWNER's consent, which shall not be unreasonably withheld, to complete the Agreement and the Surety shall pay OWNER all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that OWNER sustains because of a default by DESIGN-BUILD FIRM under the Agreement;
 - (b)
 - i) Within a reasonable time, but in no event longer than sixty (60) days after OWNER's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed or alternatively, OWNER may elect, to have the Surety determine jointly with OWNER the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and OWNER, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Agreement price.

ii) Alternatively, OWNER may elect to have Surety determine jointly OWNER the lowest responsible qualified bidder, to have Surety arrange for a contract between such bidder and the OWNER, and for Surety to make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price," as used in this bond, shall mean the total amount payable by JEA to DESIGN-BUILD FIRM or under the Contract and any approved changes orders thereto, less the amount paid by the OWNER to DESIGN-BUILD FIRM.

iii) Either way, Surety shall pay the OWNER all remaining losses, delay and disruption damages and all other damages, expenses, costs and statutory attorneys' fees, including appellate proceedings, that the OWNER sustains because of a default by DESIGN-BUILD FIRM under the Contract; or

(c) Within a reasonable time, but in no event later than thirty (30) days from OWNER's notice of termination for default, OWNER may waive its right to complete or arrange for completion of the Agreement and, within twenty-one (21) days thereafter, determine the amount for which the Surety may be liable to OWNER and tender payment to OWNER of any amount necessary in order for OWNER to complete performance of the Agreement in accordance with its terms and conditions less the balance of the Agreement price, and shall also indemnify and save harmless on account of all claims and damages arising from DESIGN-BUILD FIRM's default under the Agreement, and pay OWNER for all losses, delay and disruption damages and all other damages, expenses, costs, and statutory attorneys' fees, including appellate proceedings, that the OWNER sustains because of a default by DESIGN-BUILD FIRM under the Agreement.

- D. OWNER shall have the right to take possession of and use any of the materials, tools, equipment, supplies and property of any kind provided for the purpose of this Work.
- E. OWNER will charge the expense of completing the Work to the DESIGN-BUILD FIRM and will deduct such expenses from monies due, or which at any time thereafter may become due, to the DESIGN-BUILD FIRM. If such expenses are more than the sum that would otherwise have been payable under the Agreement, then the DESIGN-BUILD FIRM or Surety shall pay the amount of such excess to OWNER upon notice of the expenses from OWNER. OWNER shall not be required to obtain the lowest price for completing the Work under the Agreement, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. OWNER will, however, make reasonable efforts to mitigate the excess costs of completing the Work.
- F. The Agreement Documents shall in no way limit OWNER's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the DESIGN-BUILD FIRM shall immediately surrender all Work records to OWNER. In such a case, OWNER may set

off any money owed to the DESIGN-BUILD FIRM against any liabilities resulting from the DESIGN-BUILD FIRM's nonperformance.

- G. OWNER has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the DESIGN-BUILD FIRM regarding its performance prior to default by DESIGN-BUILD FIRM for performance related issues after it has complied with the procedures found in Article 14.5.
- H. OWNER shall have no liability to the DESIGN-BUILD FIRM for termination costs arising out of the Agreement, or any of the DESIGN-BUILD FIRM's subcontracts, as a result of termination for default.
- I. Immediately upon termination or expiration of this Agreement, DESIGN-BUILD FIRM must return to OWNER all materials, documents and things used by DESIGN-BUILD FIRM and belonging to OWNER, including proposals, computer files, borrower files, building keys, and any other property or information regarding continued business compliance or goodwill, whether in electronic or hard-copy form. Furthermore, upon OWNER's request, DESIGN-BUILD FIRM shall certify in writing that all of the foregoing documents or materials, including archival or backup copies, whether in electronic or hard-copy form, have been returned to OWNER, deleted from any computer system, or otherwise destroyed.
- J. Any other provision in this Agreement to the contrary notwithstanding the duration of this Agreement after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the term.

ARTICLE 15

ASSIGNMENT AND GOVERNING LAW

- 15.1 Assignment Consent - Neither the OWNER nor the DESIGN-BUILD FIRM shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.
- 15.2 Governing Laws, Venue - This Agreement shall be governed by the Laws of the State of Florida, venue for any action arising out of or related to this Agreement shall be in a court of competent jurisdiction located exclusively in Duval County, Florida.

ARTICLE 16

NOTICE OF CLAIM: WAIVER OF REMEDIES; NO DAMAGES FOR DELAY.

- 16.1 Governing Provisions - The OWNER's liability to DESIGN-BUILD FIRM for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of contract time, for payment by the OWNER of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:
- A. All claims must be submitted as a Request for Change Order in the manner as provided herein;
 - B. The DESIGN-BUILD FIRM must submit a Notice of Claim to OWNER within seven (7) days of when the DESIGN-BUILD FIRM was or reasonably should have been aware of the occurrence of the event giving rise to the claim; and
 - C. Within fourteen (14) days of submitting its Notice of Claim, the DESIGN-BUILD FIRM shall submit to the OWNER its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected.
 - D. The DESIGN-BUILD FIRM agrees that the OWNER shall not be liable for any claim that the DESIGN-BUILD FIRM fails to submit as timely notice a Request for Change Order as provided herein.
- 16.2 Written Determination of Claim - After receipt of a Request for Change Order, the OWNER shall deliver to the DESIGN-BUILD FIRM its written determination of the claim. As to matters subject to the determination by final agency action (not actions for breach of contract or tort) the OWNER's written decision shall be final agency action unless the DESIGN-BUILD FIRM requests an administrative proceeding pursuant to JEA Policies.

- 16.3 Exclusive Remedy Of Claim (No Damages for Delay). Damage, loss, expense or delay incurred or experienced by the DESIGN-BUILD FIRM in the prosecution of the Work by reason of unforeseen circumstances, unanticipated difficulties and obstructions, bad weather, or other mischance's that are generally considered to be a part of the usual hazards associated with Work, shall be borne entirely by the DESIGN-BUILD FIRM and shall not be the subject of any claim for additional compensation or change in Approved Schedule.

DESIGN-BUILD FIRM agrees that its sole remedy for any claims, damages or losses related to any delay, disruption or hindrance alleged to be caused by OWNER or any of OWNER's agents or other contractors, including claims based on breach of contract or negligence, shall be an extension of the Contract completion date.

Any demand for equitable time adjustment must be served in writing to OWNER within the time period as described in 16.1 above. Any request for an equitable time adjustment shall be accompanied by a logical time impact analysis, demonstrating the nature and magnitude of the event to the critical path.

Failure to strictly comply with these requirements shall be deemed a waiver of any right to seek equitable adjustment.

In the event the "no damage for delay" clause is inapplicable or unenforceable, there shall be no recovery for home office overhead and any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

ARTICLE 17

MISCELLANEOUS

- 17.1 Harmony - DESIGN-BUILD FIRM is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by DESIGN-BUILD FIRM and its Subcontractors for work on the project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the project.

DESIGN-BUILD FIRM further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the DESIGN-BUILD FIRM's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

- 17.2 Apprentices - If the DESIGN-BUILD FIRM employs apprentices on the project, the behavior of the DESIGN-BUILD FIRM and the OWNER shall be governed by the provisions of Chapter 446, *Florida Statutes*, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the

State of Florida Department of Labor and Employment Security. The DESIGN-BUILD FIRM will include a provision similar to the foregoing sentence in each subcontract.

- 17.3 Invoices Submitted - Invoices submitted for payment shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in Chapter 106, Part 7 of the *Jacksonville Ordinance Code* governing payments by the City for travel expenses.
- 17.4 DESIGN-BUILD FIRM's Project Records - The DESIGN-BUILD FIRM's Project Records shall be maintained as prescribed hereinabove for the minimum period required by Federal Law, and shall be made available to the OWNER or his authorized representative at mutually convenient times. Any records relating to claims, directly or indirectly, shall be provided within 15 days of written request to Owner or its agent.
- 17.5 Public Entity Crime Information Statement - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 17.6 Severability - Should any provision of this agreement be deemed or determined to be unenforceable by a court of competent jurisdiction, the remaining contract provisions shall remain in full force and effect.
- 17.7 Unauthorized Aliens - The Owner shall consider the employment by the DESIGN-BUILD FIRM of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.
- 17.8 Drawings and technical specifications furnished to the OWNER by the DESIGN-BUILD FIRM as described in the Agreement shall become the property of the OWNER, but shall not be used in whole by the Owner without notification to the DESIGN-BUILD FIRM. The OWNER reserves the right to use the drawings and technical specifications furnished under this Agreement in part and at no cost to the OWNER. In the event that the OWNER uses the drawings and technical specifications for use on another site the DESIGN-BUILD FIRM or his/her successors shall be reasonably compensated by the OWNER for adapting the drawings and technical specifications and contract administration as required by the OWNER.
- 17.9 The DESIGN-BUILD FIRM and OWNER waive any right to seek attorney fees and claim preparation costs.
- 17.10 The DESIGN-BUILD FIRM shall not present nor recover on any claim from the OWNER based on any formula(s), hypothetical or statistical methodologies used in damage

computation. The DESIGN-BUILD FIRM may only recover for damages, which are documented using discreet accounting records, and with pay records that specifically indicate any alleged damage, loss or cost.

17.12 Jacksonville Small and Emerging Business (JSEB) Program

As official policy, JEA encourages the maximum participation of Jacksonville Small and Emerging Business Enterprise (JSEB) in its contract awards based upon availability. JEA intends to adopt this program to reflect the philosophy with regard to enhancing participation of JSEB in all areas of procurement.

JSEBs participating on JEA projects must be certified as a JSEB with the City of Jacksonville's Equal Business Opportunity Division of the Department of Procurement.

During the development of GMP during Phase I of the project, the Design Build Company shall provide project definition and budget to the JEA JSEB manager, who will develop a JSEB goal for the Phase II of the project. The Design Build Company shall provide a completed JSEB subcontractor form with the submission of the GMP for review and approval by the JEA JSEB Manager.

17.13 Notification of Surety

The DESIGN-BUILD FIRM shall notify its surety of any change affecting the general scope of the work or altering the contract price. The amount of the applicable bonds shall be adjusted accordingly and the DESIGN-BUILD FIRM shall furnish proof of such adjustment to the OWNER within 10 days of the change order or purchase order.

17.14 Payment of Overtime

Any Overtime required for the DESIGN-BUILD FIRM to complete the Work within the Contract Time shall be at the sole cost and expense of the DESIGN-BUILD FIRM. If OWNER requires the DESIGN-BUILD FIRM to perform Overtime Work in order to complete the Work prior to the Guaranteed Completion Date, the DESIGN-BUILD FIRM shall bill OWNER for the Overtime such that only the actual costs incurred by the DB Firm relating to the payment of Overtime premiums, in accordance with its labor policies and applicable laws. Such actual costs include Overtime wage premium, and additional taxes and insurance directly associated with the Overtime wage premium. The DESIGN-BUILD FIRM agrees that it will not charge for personnel paid a salary, or other form of compensation such that the DESIGN-BUILD FIRM incurs no direct costs as a result of the Overtime.

The DESIGN-BUILD FIRM shall total the direct Overtime charges, and add the agreed upon overhead rate, but in no case, shall such overhead rate exceed 10 percent of the total overtime costs.

Overtime may only be charged to OWNER if the DESIGN-BUILD FIRM was directed in writing by the OWNER to incur the Overtime. Such authorization for Overtime shall be accompanied by a Change Order.

17.15 Scheduling of Overtime

The OWNER and the DESIGN-BUILD FIRM shall establish and agree upon an overall project baseline schedule that shows all work scheduled in excess of 40 hours per week, and work scheduled on Saturdays, Sundays and Holidays (“Scheduled Overtime”). Whenever the DESIGN-BUILD FIRM has Work scheduled beyond the hours per day, days per week, or the Saturdays, Sundays, or Holidays shown in the baseline schedule (“Unscheduled Overtime”), then the DESIGN-BUILD FIRM shall arrange, in advance, for the OWNER or the OWNER’s representative to inspect the Work performed during Unscheduled Overtime. The DESIGN-BUILD FIRM shall not perform Overtime Work, Scheduled or Unscheduled, without the OWNER or the OWNER’s representative at the Work Location or available to perform the inspections, as directed by the OWNER. DESIGN-BUILD FIRM shall reimburse OWNER for any additional costs associated with the OWNER or the OWNER’s Representatives' Overtime pay related to Unscheduled Overtime.

17.16 Show-Up Pay

In the event that inclement weather prevents the DESIGN-BUILD FIRM from performing Work, and the DESIGN-BUILD FIRM is obligated to pay its crew a show-up pay. then such costs shall be reimbursable as Cost of the Work subject to the GMP and subject to DESIGN-BUILD FIRM taking reasonable actions to mitigate such costs

17.17 Proprietary Information

The DESIGN-BUILD FIRM shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that OWNER furnishes to the DESIGN-BUILD FIRM. The DESIGN-BUILD FIRM shall insert in any subcontract a restriction on the use of all information furnished by OWNER. The DESIGN-BUILD FIRM shall not use this information on another project. All information furnished by OWNER will be returned to OWNER upon completion of the Work.

17.18 Confidentiality and Public Record Laws

General

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provide a broad definition of public records. JEA is a body politic and corporate and subject to these laws and related statutes ("Florida's Public Records Laws"). All responses to this Solicitation are public records and available for public inspection unless specifically exempt by law.

IF A PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JEA

Attn: Public Records
21 West Church Street

Jacksonville, Florida 32202
Ph: 904-665-8606
publicrecords@jea.com

Redacted Submissions

If a Proposer believes that any portion of the documents, data or records submitted in response to this Solicitation are exempt from Florida's Public Records Law, Proposer must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its response (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this Solicitation and Proposer's name, and shall be clearly titled "Redacted Copy." Proposer should only redact those portions of records that Proposer claims are specifically exempt from disclosure under Florida's Public Records Laws. If Proposer fails to submit a redacted copy of information it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for such information.

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Proposer that such an assertion has been made. It is Proposer's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Proposer's redacted information under legal process, JEA shall give Proposer prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Proposer shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

By submitting a response to this Solicitation, Proposer agrees to protect, defend and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from or relating to Proposer's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

17.19 Conflict and Order of Precedence

- A. The Contract shall consist of OWNER's Contract or Purchase Order together with these specifications and conditions including, but not limited to, the RFP and the DESIGN-BUILD FIRM's Proposal, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The DESIGN-BUILD FIRM shall, upon discovery, inform OWNER in writing of any conflict, error or discrepancy in the Contract Documents. Should the DESIGN-BUILD FIRM proceed with the Work prior to written resolution of the error or conflict by OWNER, all Work done is at

the sole risk of the DESIGN-BUILD FIRM. OWNER will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Change Orders / Amendment
- GMP Amendment
- Contract Agreement and Exhibit(s) thereto
- Addenda Issued Prior to Receipt of Proposals
- Special Conditions of the Specifications
- Technical Provisions of the Specifications
- Drawings
- Request for Proposal (RFP)
- Instructions for RFP Respondents
- DESIGN-BUILD FIRM's Proposal in response to RFP

B. Any specific item stated in the Agreement or Technical Specifications, takes precedence over an item which is made part of the documents by being added by reference.

17.20 **Force Majeure**

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of OWNER to secure approval, validation or sale of bonds; inability of OWNER or the DESIGN-BUILD FIRM to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected.

17.21 **Nonwaiver**

Failure by either party to insist upon strict performance of any of the provisions of the Contract will not release either party from any of its obligations under the Contract.

17.22 Waiver of Claims

A delay or omission by OWNER to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by OWNER under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under, or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The DESIGN-BUILD FIRM's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of OWNER's rights under the Contract: approval or payment of any progress payments or any other payments, including final payment; issuance of the Certificate of Substantial Completion or Certificate of Contract Completion; any use or occupancy of the Work by OWNER; nor any correction of faulty or defective work by OWNER.

17.23 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT. THIS PROVISION IN NO WAY WAIVES OR LIMITS THE SOVEREIGN IMMUNITY GRANTED TO OWNER THROUGH THE FLORIDA CONSTITUTION AS CODIFIED IN § 768.28, *Florida Statutes*.

17.23 Prohibited Future Employment

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two (2) years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded \$250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and proposals; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two (2) years from cessation from JEA employment.

17.24 Hiring of Other Party's Employees

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Contract.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, in triplicate,
the day and year first above written.

ATTEST:

COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

License No.: _____

ATTEST:

JEA

By: _____

By: _____

Heather Burnett
Manager, Procurement Contracts

John McCarthy
Director, Procurement Services

Approved by Awards Committee on Thursday, _____, Award Item # _____
IFB # _____

Contract No. _____

Form Approved:

Office of General Counsel

G:\Gov't Operations\MMoore\JEA Contracts\TOTAL WATER MANAGEMENT
PROCUREMENT\TWMP Segment 2 RFP Draft 7.13.11.docx

APPENDIX A1 TECHNICAL SPECIFICATIONS - 5104 118th St. Wastewater Master Pump Station

025-18 Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

SCOPE OF WORK

5104 118th St. Wastewater Master Pump Station: JEA intends to hire a Progressive Design-Build Firm (FIRM) to design and construct the rehabilitation of the existing pump station facility or replacement with a new pump station facility through a Design-Build project delivery method.

The FIRM will evaluate the pros and cons of rehabilitating the existing pump station versus constructing a new pump station.

JEA will handle Public involvement.

PROJECT OVERVIEW

Evaluate the pros and cons of rehabilitating the existing pump station versus constructing a new pump station from the perspective of life cycle, capital cost, construction risks, O&M benefits and O&M cost. Present the cost data as a triple bottom line analysis report.

After, the evaluation the FIRM will proceed to design, permit, construct and start-up the rehabilitation or the new construction of the pump station.

The project will consist:

- I. Phase I includes planning evaluation between the rehabilitation of the existing pump station versus the construction of a new pump station
- II. Phase I includes design to 60 percent level and provide a Guaranteed Maximum Price (GMP)
 - A. Option 1 – Rehabilitation of the existing pump station
 - B. Option 2 – Construction of a new pump station
- III. Phase II includes design from 60 to 100 percent level, construction and start-up
- IV. The project will include, but not limited to, the following major components:
 - A. Site Design and Permitting
 - B. Rehab of the superstructure or design a new superstructure
 - C. Equipment Selection and Layout
 - D. Precast Concrete Electrical Building
 - E. Outside Electrical Generator
 - F. Engine driven pump system
 - G. Fuel Tank
 - H. Odor Control System

DESCRIPTION OF SCOPE OF SERVICES

The services include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned to the extent such other services are reasonably inferable as being part of FIRM's responsibility under this Appendix A Technical Specifications.

1.0 PHASE I – PLANNING (DESIGN 5 PERCENT LEVEL)

1.1 EVALUATION OF EXISTING STATION REHABILITATION VERSUS NEW PUMP STATION

1.1.1 Evaluate the rehabilitation of the existing station versus construction of a new pump station on a site immediately west of the existing pump station.

APPENDIX A1 TECHNICAL SPECIFICATIONS - 5104 118th St. Wastewater Master Pump Station

025-18 Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

1.1.1.1 Base analysis on physical engineering inspection of the existing station condition and the planning-level construction costs and contract time to complete each type of project.

1.1.2 Data Collection, Assessment, and Evaluation – Request, collect, and review relevant data and use for the alternative analysis and subsequent design. JEA will assist the FIRM in collecting and gathering the information listed within Task 1.1.2. Data will include:

1.1.2.1 Review of available record drawings for the station, the influent and discharge piping systems.

1.1.2.2 Conduct a full day site visit to inspect the existing physical and operation state of the existing facility. JEA operations and maintenance (O&M) personnel familiar with this station will accompany FIRM and be available to answer questions during the site visit.

1.1.3 Assess and record the condition of the following general items:

1.1.3.1 Site geometry and drainage

1.1.3.2 Primary power feed and standby electrical power system (includes reviewing Hazen memorandum dated April 2017)

1.1.3.3 Process and mechanical equipment and piping

1.1.3.4 Electrical, control equipment and NEC compliance

1.1.3.5 Structural condition of building and structures

1.1.3.6 Florida building code and NFPA compliance

1.1.3.7 IT and Security system

1.1.4 Create a concept plan for a new pump station facility including required utility relocations.

1.1.5 Create construction cost estimates for the rehabilitation option and for the new pump station option.

1.1.6 Submit, draft, evaluate and present in technical memorandum format the FIRM's recommendation for rehabilitation or new construction. Present the triple bottom line analysis. Include the following topics in the evaluation:

1.1.6.1 Estimate costs (AACE Class 5 (-50%/50%)) for bringing the existing building up to code in all disciplines - architectural, structural, mechanical, process, plumbing, HVAC, electrical, and instrumentation including SCADA, security, and communications to bring the existing facility up or to construct the new facility to the latest JEA standards.

1.1.6.2 Estimate costs (AACE Class 5 (-50%/50%)) for site redevelopment to accommodate the standalone items such as the precast electrical building, new odor control system, emergency generator, fuel tank, and a diesel-driven bypass pumping system.

1.1.6.3 Estimate alternate site development costs (AACE Class 5 (-50%/50%)) for the new pump station on the existing property and new property including utility relocations

1.1.6.4 Indicate permits requirements and compliance costs for both rehabilitation and new construction options.

1.1.6.5 Present construction risks and contract time for rehabilitation and new construction.

1.1.6.6 Specify temporary bypassing requirements during construction for rehabilitation and new construction options.

APPENDIX A1 TECHNICAL SPECIFICATIONS - 5104 118th St. Wastewater Master Pump Station
025-18 Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

1.2 FLOOD ELEVATION

- 1.2.1 Collect data on flood elevation levels in this area from FEMA and NOAA records (as available).
- 1.2.2 Determine the 1 in 100 year and 1 in 500 year flood elevation and consider the storm surge based upon data from recent events.
- 1.2.3 Recommend finish floor elevations for the electrical building and new equipment. JEA will approve the final elevations selected for this project.

1.3 WORKSHOP NO. 1

- 1.3.1 Prepare and conduct Workshop No. 1 to review the rehabilitation vs. new station analysis and recommendation. Present and discuss the triple bottom line analysis. Following the selection of either Option 1 – Rehabilitation of the Existing Station, or Option 2 – Construction of a new pump station by OWNER, JEA may authorize the FIRM to proceed with the design services.

2.0 PHASE I – DESIGN PHASE (FROM 5 TO 60 PERCENT LEVEL)

The FIRM shall perform the services necessary to develop the Design Criteria Package and shall perform the services necessary to generate a Guaranteed Maximum Price GMP. The FIRM will execute only Task 2.2 or Task 2.3 based on the selected Option 1 or 2.

2.1. HYDRAULIC EVALUATION

- 2.1.1 Review required station capacity background data provided by OWNER
 - 2.1.1.1 Available recorded historical flow information at the wastewater reclamation facility (WRF),
 - 2.1.1.2 Connected pipeline networks,
 - 2.1.1.3 Contributing areas and flows from upstream pump stations,
 - 2.1.1.4 Planning population data and flow projections for contributing areas, per capita wastewater generation factor, present and future land use,
 - 2.1.1.5 Summarize total water meter consumption from contributing customers upstream.
- 2.1.2 Use plant metered flow records and rainfall data correlation techniques to create an average Inflow and Infiltration (I&I) factor for the basin.
- 2.1.3. Define and develop the station design flows based on subtasks 2.1.1 and 2.1.2:
 - 2.1.3.1 Minimum average daily flow (dry weather condition) - present
 - 2.1.3.2 Maximum average daily flow (wet weather condition) - future
 - 2.1.3.3 Peak hourly flow present and future. (Peak hourly flow present and future shall comply with the City of Jacksonville 2030 Comprehensive Plan, Infrastructure Element, Sanitary Sewer Sub-Element)
- 2.1.4. Analyze the hydraulics from the 118th Street Pump Station effluent force main to the WRF using the flows from subtasks 2.1.3.
 - 2.1.4.1 Consider the new headworks elevation from the Southwest WRF expansion on the hydraulics of the 118th St Pump Station.

APPENDIX A1 TECHNICAL SPECIFICATIONS - 5104 118th St. Wastewater Master Pump Station

025-18 Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

2.1.4.2 Determine if the predicted flow affects the pressure at the manifold point in Southwest WRF where the 118th Street, Fury and Alachua pump stations systems connect.

2.1.5. If 118th St. Pump Station causes distress to other pump station systems, make recommendations on mitigating the affects.

2.1.6 Select pump curves for the station to meet peak, average, and minimum predicted flow capacity operational envelope and show the speed range for the pumps.

2.1.7 Recommend a bar spacing for the automatic influent screens adequate for this pump station and analyze the hydraulic impact. Note: JEA O&M has suggested ¾ -inch bar spacing.

2.1.8 Recommend the best approach to maintain solids suspension in the wet well (submersible mixer, aeration or other approach).

2.1.9 Submit signed and sealed hydraulic calculations. Finalize hydraulic calculations at 30 percent design completion.

2.2 OPTION 1 – SCHEMATIC DESIGN DOCUMENT – DESIGN FOR EXISTING PUMP STATION REHABILITATION

2.2.1 Prepare a 10 Percent Schematic Design Document (SDD). The station rehabilitation SDD will include, but not limited, the following tasks:

2.2.1.1 Repair the structure (influent channel, wet well, drywell, etc.)

2.2.1.2 Rehab the existing pump station building to Category 5 equivalent wind load

2.2.1.3 Roof modification to allow the removal of the proposed screens.

2.2.1.4 Replace bathroom fixture replacement, repair driveway, and upgrade security fencing.

2.2.1.5 Replace the automatic bar screens, screenings collection system and dumpster.

2.2.1.6 Design wet well solids suspension system, odor control system, overhead crane for equipment removal, precast electrical building, redundant transformer, outdoor standby generator with automatic transfer switch, outdoor fuel tank, back up diesel pumping system, fiber system (IT) and magnetic flow meter in a vault on discharge pipe.

2.2.1.7 Upgrade to vertical non-clog extended shaft pumps with variable frequency drive controls and restore/upgrade interior piping and valves.

2.2.1.8 Consider necessary measurements to use the existing diesel driven engine pump system including piping and valving.

2.2.1.9 Design landscaping features to beautify the existing site.

2.2.2 Prepare and submit the 10 percent SDD in the form of a technical memorandum.

2.2.2.1 Hydraulic design criteria for selected the pumps

2.2.2.2 Hydraulic and design criteria for the automatic bar screens

2.2.2.3 HVAC and odor control ventilation design criteria (air changes per hour) for each room or area. Recommend means to mitigate odors from the dumpster-screened grit.

2.2.2.4 Major equipment identification (equipment data sheets).

APPENDIX A1 TECHNICAL SPECIFICATIONS - 5104 118th St. Wastewater Master Pump Station

025-18 Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

2.2.2.5 Process and instrumentation diagram (P&ID).

2.2.2.6 Conduct topographic survey.

2.2.2.7 Create base map survey and proposed soil boring locations.

2.3.2.8 Create list of required sub surface investigations for utilities locations.

2.2.2.9 Site layout with site as-built information including utilities and landscaping site rendering.

2.2.2.10 Design parameters and criteria for each discipline that applies to this type of facility (structural, architectural, mechanical, electrical, instrumentation, landscaping and hydraulic) to comply with JEA facility goals or/and to bring up to code this facility.

2.2.2.11 Construction materials description.

2.2.2.12 Electrical one-line diagram.

2.2.2.13 Construction cost, AACE Class 4 (-30%/50%).

2.2.3 Prepare and conduct Workshop No. 2 to review 10 percent SDD.

2.2.3.1 Draft and submit the workshop minutes.

2.2.3.2 Implement JEA's comment for the preparation of the 30 percent design submittal.

2.3 OPTION 2 – SCHEMATIC DESIGN DOCUMENT – DESIGN FOR NEW PUMP STATION FACILITY

2.3.1 Prepare a 10 Percent Schematic Design Document (SDD). The new pump station SDD will include, but not limited, the following tasks:

2.3.1.1 Demolition and abandonment of the existing station.

2.3.1.2 Design a dry/wet well pump station building capable of withstanding a Category 5 equivalent wind load with similar architecture as the existing station.

- | | |
|---|--|
| • Loading dock | • Influent channel |
| • Wet well with automatic bar screens | • Screenings collection system to dumpster |
| • Wet well solids suspension system | • Below ground dry pit pump room |
| • Overhead cranes for equipment removal | • Extended shaft vertical non-clog pumps |
| • Variable frequency drive controls | • Rubber flapper check valves |
| • Unisex bathroom. | • Removable roof to remove Screens |

2.3.1.3 Provide two architectural concepts for this station with floor plan, elevations, and renderings including landscaping.

2.3.1.4 Design odor control system, precast electrical building, outdoor generator/fuel tank with automatic transfer switch, back up diesel driven engine pump system, magnetic flow meter in a vault, fiber system (IT), and dual power for enhanced reliability, utilities relocations, site plan (ingress/egress, fencing, drainage, etc.).

2.3.1.3 Consider necessary measurements to use the existing diesel driven engine pump system including piping and valving.

2.3.2 Prepare and submit the 10 percent SDD will be in the form of a technical memorandum.

2.3.2.1 Hydraulic design criteria for selected the pumps.

APPENDIX A1 TECHNICAL SPECIFICATIONS - 5104 118th St. Wastewater Master Pump Station

025-18 Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

- 2.3.2.2 Hydraulic and design criteria for the automatic bar screens.
- 2.3.2.3 HVAC and odor control ventilation design criteria (air changes per hour) for each room or area. Recommend means to mitigate odors from the dumpster-screened grit.
- 2.3.2.4 Major equipment identification (equipment data sheets).
- 2.3.2.5 Process and instrumentation diagram (P&ID).
- 2.3.2.6 Conduct topographic survey of the existing and new properties.
- 2.3.2.7 Create base map survey and proposed soil boring locations.
- 2.3.2.8 Create list of required sub surface investigations for utilities locations.
- 2.3.2.7 Site layout with available site as-built information including utilities.
- 2.3.2.8 Environmental assessment of the site for wetlands and tree species impact.
- 2.3.2.9 Design parameters and criteria for each discipline that applies to this type of facility (structural, architectural, mechanical, electrical, instrumentation and hydraulic) to comply with JEA facility goals or/and to bring up to code this facility.
- 2.3.2.10 Construction materials description.
- 2.3.2.11 Electrical one-line diagram.
- 2.3.2.12 Construction cost, AACE Class 4 (-30%/50%)

2.3.3 Prepare and conduct Workshop No. 2 to review 10 percent SDD.

2.3.3.1 Draft and submit the workshop minutes.

2.3.3.2 Implement JEA's comment for the preparation of the 30 percent design submittal.

2.4 PRELIMINARY DESIGN REPORT (PDR) - 30 PERCENT SUBMITTAL

2.4.1 Develop the 30 Percent design and submit the PDR with the following information, but not limited:

2.4.1.1 Design calculations

2.4.1.2 Single-phase protection and ups or other devices placed on the controls that fault upon electrical supply voltage sag or surge

2.4.1.3 Provide resiliency and controls systems

2.4.2 Submit 30 percent drawings

2.4.3 Update SDD to a PDR including, but not limited:

2.4.3.1 Process flow diagram – final

2.4.3.2 Station hydraulics – final

2.4.3.3 Equipment hydraulic calculations (i.e. wet well suspension equipment (aerator, mixer, or other), mechanical bar screen)

2.4.3.4 P&ID with process piping, sizes and identifications (IDs); mechanical equipment and IDs; valves and IDs; flow directions; ID of equipment by others.

APPENDIX A1 TECHNICAL SPECIFICATIONS - 5104 118th St. Wastewater Master Pump Station

025-18 Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

2.4.3.5 Plan views and major elevations

2.4.3.6 Site Plan and utility relocation or extension (i.e. 48" Southwest WRF outfall, 54" P.S. Influent)

2.4.3.7 List of specifications (CSI 16 Division)

2.4.4 AACE Class 3 cost estimate (-20%/30%) and Cost Variance tables in JEA's template and format.

2.4.5 Listing of anticipated regulatory approvals and permit (i.e. zoning, FDEP, USACOE, SJRWMD, etc.)

2.4.6 Conduct Geotechnical investigation.

2.4.7 Prepare and conduct Workshop No. 3 to review 30 percent PDR.

2.4.7.1 Draft and submit the workshop minutes.

2.4.7.2 Implement JEA's comment for the preparation of the 60 percent design submittal.

2.5 60 PERCENT DESIGN DOCUMENTS AND GMP

2.5.1 60 Percent Design Documents and GMP – The services for this task 2.5 include identification of all JEA requirements. These includes all engineering design and analyses, constructability analysis, all permitting including storm water management, finalization of bid packages for subcontractor bidding based upon the 60% design documents, establishment of JSEB bidding packages, advertisement of bid packages, receipt, analysis and provision of bid tabulations to JEA, establishment and submittal of GMP and Schedule (including Guaranteed Completion Date). The submittal will include the following work elements (Subtasks) and information:

2.5.1.1 Conduct and develop information on subsurface utility investigations.

2.5.1.2 Prepare and submit 60 Percent Design Drawings including demolition, phasing, and construction sequence.

2.5.2 Create a draft bid form defining what items should be bid as unit price items, and create a measurement and payment description for those items.

2.5.3 Evaluate and sketch temporary construction easements if required for JEA acquisition.

2.5.4 Prepare AACE Class 2 (-10% / +10%) estimate and Cost Variance tables in JEA's template and format.

2.5.5 Submit 60 percent design documents for review. Prepare an agenda and conduct 60% submittal review meeting (Workshop No. 4). JEA will provide written comments and drawing markups to the FIRM. Prepare and submit meeting minutes including the JEA written comments and drawing markups to document all the comments that will be addressed.

2.5.6 Prior to commencing Phase II, JEA will review and must accept the GMP proposal as stated in the Progressive Design Build Terms and Conditions and Articles of Indexes.

3.0 PHASE II – FINAL DESIGN (FROM 60 TO 100 PERCENT LEVEL), CONSTRUCTION AND START-UP

3.1 90 PERCENT DESIGN DOCUMENTS

3.1.1 The FIRM shall prepare from the approved Phase II documents the construction drawings that are consistent with the approved Phase II documents. Prepare and submit 90 percent design submittal. Incorporate JEA's 60 percent design submittal comments.

3.1.2 Draft and submit the Bid Form and Measurement and Payment as part of Division 1 for those items identified as unit price items in the 60 percent submittal.

APPENDIX A1 TECHNICAL SPECIFICATIONS - 5104 118th St. Wastewater Master Pump Station

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- 3.1.3 Prepare and submit AACE Class 1 estimate. Refine and provide revised construction schedule.
- 3.1.4 Prepare cost variance from the original overall project budget (OPB).
- 3.1.5 Create and submit Schedule of Asset (SA), Equipment Attribute Management (EAM) Table and Schedule of Values.
- 3.1.6 Update and submit the PDR with the 90% submittal.
- 3.1.7 Prepare an agenda and conduct 90% submittal review meeting (Workshop No. 5). JEA will provide written comments and drawing markups to the FIRM. Prepare and submit meeting minutes including the JEA written comments and drawing markups to document all the comments that will be addressed.

3.2 CONSTRUCTION DRAWINGS AND SPECIFICATIONS (100 PERCENT DESIGN DOCUMENTS)

- 3.2.2 The FIRM scope of services for this Phase includes acquisition of all construction and utility connection permits, any required modification of such permits, finalize construction drawings consisting of 100% design build construction documents including plans and specifications, coordination, procurement, demolition, construction, site improvements, quality control, start-up, testing, training, site restoration and all other activities.
- 3.2.3 Prepare and submit for the 100 Percent Final Design Documents including the following:
 - 3.2.3.1 Final updated contract documents including drawings and specifications
 - 3.2.3.2 Final opinion of probable construction cost, Class 1
 - 3.2.3.3 Final Cost Variance tables in JEA's template and format
 - 3.2.3.4 Final bid form
 - 3.2.3.5 Final geotechnical investigation report and survey
 - 3.2.3.6 Final design calculations
 - 3.2.3.7 Final permits

4.0 PERMIT

- 4.1 The FIRM shall secure the following permits, the cost of which will be considered a direct cost item;
 - 4.1.1 Florida Department of Environmental Protection (FDEP) Construction Permit;
 - 4.1.2 St. Johns River Water Management District Environmental Resource Storm water Permit (ERSP)
 - 4.1.3 City of Jacksonville Development Review Committee Approval
 - 4.1.4 City of Jacksonville Right of Way Permit
 - 4.1.5 Approved Maintenance of Traffic (MOT)
 - 4.1.6 Site Plan Permit
 - 4.1.7 Demolition Permit
 - 4.1.8 Any applicable NPDES permits, if required
 - 4.1.9 City of Jacksonville's Building Permit, if required
 - 4.1.10 FDEP Fuel Storage Tank License Modification (COJ Environmental Quality Division)

APPENDIX A1 TECHNICAL SPECIFICATIONS - 5104 118th St. Wastewater Master Pump Station

025-18 Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

4.1.11 SJRWMD Dewatering Permit

4.1.12 United States Environmental Protection Agency National Pollutant Discharge Elimination System (USEPA NPDES) General Permit for Construction Activities

4.2 All other permits shall be the responsibility of the FIRM.

6.0 PUMP STATION FACILITY OPERATIONS MANUAL

6.1. Create and submit draft of the customized pump station-specific operations manual for the constructed facility.

6.1.1. Conform Manual to the volume and chapter divisions and unit process formats described in the sample Table of Contents in Attachment A.

6.1.2. Present in the manual design criteria and operational philosophy, process descriptions, process flow diagrams, P&IDs, descriptions of operator interface controls, control strategies, process control guidance, and process troubleshooting table(s).

6.2. Submit draft Manual prior to the project Substantial Completion milestone for JEA review and comment. The draft manual will comprise the following information:

6.2.1. Supplemental Figures – develop selected renderings comprising the information from engineering drawings and other modified data to provide a more complete picture of a particular technical component of the project.

6.2.2 Provide means for the operators to quickly locate and identify details without having to review non-essential textual information. Figures shall be either letter (8.5 inches by 11 inches) oriented in landscape or portrait layout or tabloid landscape (11 inches high by 17 inches wide). Manual may require up to 20 figures.

6.2.3 Informational Photographs – Include up to 100 color photographs in the operations manual for clarifying the operations needs for the pump station and bar screens. Photographs and text in the manual will use letter size paper (8.5 inches by 11 inches).

6.3 Field Verifications of Draft Operations Manual – The draft Manual will be revised to include applicable JEA comments.

6.3.1 Field verify as built conditions prior to finalizing the draft Manual. The field verified draft Manual will include photographs and figures of the completed work.

6.3.2 Submit field verified draft Manual to JEA within approximately 60 calendar days after project Substantial Completion, depending on contractor progress.

6.3.3 Incorporate JEA comments from the field verified draft Manual. Draft and Submit final Manual to JEA.

6.4 Conduct a full day operations manual workshop on site with JEA staff to review the final Manual.

6.4.1 Record, include and address comments from the workshop.

6.4.2 Issue final Manual within 30 calendar days of the workshop.

7.0 DELIVERABLES

7.1 Draft and final triple bottom line analysis report

7.2 Draft and final SDD in electronic format (PDF and MS WORD and EXCEL). One hard copy.

APPENDIX A1 TECHNICAL SPECIFICATIONS - 5104 118th St. Wastewater Master Pump Station

025-18 Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

- 7.3 Draft and final PDR in electronic format (PDF and MS WORD and EXCEL). One hard copy.
- 7.4 Drawings: Three (3) half size (11" x 17") hard copies to scale and in PDF format for 5%, 10%, 30%, 60%, 90% and 100%
- 7.5 Specifications: Three (3) hard copies and in PDF and WORD format for 60%, 90% and 100%
- 7.6 Construction Documents: Drawings, three (3) half size (11" x 17") and two (2) full size (22" x 34" plotted on 24" X 36") hard copies signed and sealed and in PDF format. Technical specifications, three (3) signed and sealed hard copies and in PDF format
- 7.7 Opinion of Probable Construction Cost (PDF and EXCEL Format) for 5%, 10%, 30%, 60%, 90% and 100% submittal
- 7.8 Construction Record Drawings: One (1) signed and sealed full size (22" x 34" plotted on 24" x 36") and two (2) half size (11" x 17") hard copies and in PDF and ACAD *.dwg format
- 7.9 Draft, Field Verification Draft, and Final Operation Manual: Three (3) printed color copies, one electronic Microsoft Word version, and one PDF version

ATTACHMENT A - PUMP STATION OPERATIONS MANUAL TABLE OF CONTENTS

Table of Content

1.0 Introduction

1.1 Flow Pattern

1.2 Design Data and P&ID

1.3 Permits and Standards

1.3.1 Facility Permits

1.3.2 Required Reports to Regulatory Agencies

1.3.3 Spill Reporting [SSO]

2.0 Safety and Security Systems

3.0 Pumps and Control Narrative

3.1 Primary Pumps

3.2 Diesel Standby Pump System

3.3 Control Narrative

4.0 Power Distribution

4.1 Electric Supply (Utility, Switchgear, VFDs, and MCC's)

4.2 Emergency Power (Generator, ATS, and Fuel System)

5.0 Instrumentation and Control System

5.1 Field Instruments

5.2 Control System

5.3 HMI Graphics (HMI)

5.4 SCADA, Remote Control, and Network

6.0 HVAC and Odor Control System

7.0 Ancillary Systems

7.1 Automatic Screens

7.2 Wet well Mixer or Aeration System

7.3 Valves and Meters

7.4 Hoist and Crane

Appendices

A Wastewater Collection and Distribution Facility Permit

B Environmental Resource Permit

APPENDIX A1 TECHNICAL SPECIFICATIONS - 5104 118th St. Wastewater Master Pump Station

025-18 Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

C Calculations

D Glossary

E Applicable rules, regulations, standards and ordinances

Process Chapter Breakdown:

1. Overview [Overall objectives and relationship to adjacent units]
2. Process Control [Detailed description of the intended operation and control]
3. Design Data
4. Equipment Controls [Instrumentation loop descriptions]
5. Operation Consideration and Checklists (does not include Standard Operating Procedures)
6. Normal Operations
7. Alternate Operations [Flexibility of pumping unit]
8. Shutdown Considerations
9. Restart Considerations
10. Maintenance
11. Equipment Data
12. Equipment Maintenance References
13. Process Maintenance
14. Safety References [Bulleted references to Safety chapter]

APPENDIX A2 TECHNICAL SPECIFICATIONS - 6217 Wilson Blvd. Wastewater Master Pump Station
025-18 Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

SCOPE OF WORK

6217 Wilson Blvd. Wastewater Master Pump Station: JEA intends to hire a Progressive Design-Build Firm (FIRM) to design and construct the rehabilitation of the existing pump station facility or replacement with a new pump station facility through a Design-Build project delivery method.

The FIRM will evaluate the pros and cons of rehabilitating the existing pump station versus constructing a new pump station.

JEA will handle Public involvement.

PROJECT OVERVIEW

Evaluate the pros and cons of rehabilitating the existing pump station versus constructing a new pump station from the perspective of life cycle, capital cost, construction risks, O&M benefits and O&M cost. Present the cost data as a triple bottom line analysis report.

After, the evaluation the FIRM will proceed to design, permit, construct and start-up the rehabilitation or the new construction of the pump station.

The project will consist:

- I. Phase I includes design to 60 percent level and provide a Guaranteed Maximum Price (GMP)
 - A. Rehabilitation of the existing pump station
- II. Phase II includes design from 60 to 100 percent level, construction and start-up
- III. The project will include, but not limited to, the following major components:
 - A. Evaluate the system for design flows, construction standards, controls and materials utilized.
 - B. Replace doorway and doorway threshold.
 - C. Replace existing ventilation system with a new ventilation system design.
 - D. Replace existing lighting system with a new lighting system design.
 - E. Replace existing potable water system with a new potable water system design. Replace all plumbing including plumbing fixtures.
 - F. Replace existing electrical powering system with a new electrical powering system design including grounding and emergency powering system (i.e., generator, ATS, fuel tanks, etc.).
 - G. Single phase power supply protection for the control panels and provision of a UPS (or other devices) to provide an added level of resiliency for the control panels. Should the system detect voltage drops or other irregularities with the main power supply to the pump station, the system will automatically initiate standby power and disconnect the main power supply to the pump station.
 - H. Remove existing mechanical bar screen and design a FRP grating/cover system to seal openings.
 - I. Specify coating and painting for the whole pump station and its entire components.
 - J. Assess the structural integrity of the existing pump station superstructure. Rehab the superstructure (Motor Room, Screen Room, Generator Room, Pump Room, Wet Well, Influent Chamber) and all its accessories (i.e. stairways, fall protection, covers, grating, etc.).
 - K. Update all safety related deficiencies. The existing dock shall have a removable handrail system designed.
 - L. Replace existing piping, fittings, valves and apparatus with new piping, fittings, valves and apparatus that complies with JEA latest standards. Replace all mechanical process components (sluice gates, screens, sump pump, and pumps). Confirm existing suction end piping for all pumps are adequate if not design the proper suction end piping. Design permanent by-pass piping including a magnetic meter and install blower diffuser for wet-well.

APPENDIX A2 TECHNICAL SPECIFICATIONS - 6217 Wilson Blvd. Wastewater Master Pump Station

025-18 Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

- M. Design a diesel standby pump system including two pumps, all the necessary piping and the required instrumentation to start and operate the diesel standby pump system when the main pump system is out of service.
- N. Remove existing seal water system and design a new seal water system.
- O. Replace existing instrumentation with new instrumentation that complies with JEA latest standards.
- P. Design a biotrickling filter odor control system
- Q. Design a lift system (crane, hoist, monorail, etc.).
- R. Design site improvements including landscaping and security coordinated with JEA requirements.
- S. Determine and prepare permitting requirements, if any, for proposed work.
- T. Design the replacement of approximately 600 LF of 16-inch DI force main.

DESCRIPTION OF SCOPE OF SERVICES

The services include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned to the extent such other services are reasonably inferable as being part of FIRM's responsibility under this Appendix A2 Technical Specifications.

1.0 PHASE I – DESIGN PHASE (FROM 0 TO 60 PERCENT LEVEL)

The FIRM shall perform the services necessary to develop the Design Criteria Package and shall perform the services necessary to generate a Guaranteed Maximum Price GMP.

1.1 DATA COLLECTION, ASSESSMENT AND EVALUATION

1.1.2 Review of available record drawings for the station, the influent and discharge piping systems.

1.1.3 Conduct a full day site visit to inspect the existing physical and operation state of the existing facility. JEA operations and maintenance (O&M) personnel familiar with this station will accompany FIRM and be available to answer questions during the site visit.

1.1.4 Assess and record the condition of the following general items:

1.1.4.1 Site geometry and drainage

1.1.4.2 Primary power feed and standby electrical power system (includes reviewing Hazen memorandum dated April 2017)

1.1.4.3 Process and mechanical equipment and piping

1.1.4.4 Electrical, control equipment and NEC compliance

1.1.4.5 Structural condition of building and structures

1.1.4.6 Florida building code and NFPA compliance

1.1.4.7 IT and Security system

1.2 FLOOD ELEVATION

1.2.1 Collect data on flood elevation levels in this area from FEMA and NOAA records (as available).

1.2.2 Determine the 1 in 100 year and 1 in 500 year flood elevation and consider the storm surge based upon data from recent events.

APPENDIX A2 TECHNICAL SPECIFICATIONS - 6217 Wilson Blvd. Wastewater Master Pump Station
025-18 Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

1.2.3 Recommend finish floor elevations for the electrical building and new equipment. JEA will approve the final elevations selected for this project.

1.3 HYDRAULIC EVALUATION

1.3.1 Review required station capacity background data provided by OWNER

1.3.1.1 Available recorded historical flow information,

1.3.1.2 Connected pipeline networks,

1.3.1.3 Contributing areas and flows from upstream pump stations,

1.3.1.4 Planning population data and flow projections for contributing areas, per capita wastewater generation factor, present and future land use,

1.3.1.5 Summarize total water meter consumption from contributing customers upstream.

1.3.2 Use pump run times and rainfall data correlation techniques to create an average Inflow and Infiltration (I&I) factor for the basin.

1.3.3. Define and develop the station design flows based on subtasks 1.2.1 and 1.2.2:

1.3.3.1 Minimum average daily flow (dry weather condition) - present

1.3.3.2 Maximum average daily flow (wet weather condition) - future

1.3.3.3 Peak hourly flow present and future. (Peak hourly flow present and future shall comply with the City of Jacksonville 2030 Comprehensive Plan, Infrastructure Element, Sanitary Sewer Sub-Element)

1.3.4. Analyze the hydraulics from the 6217 Wilson Blvd. Pump Station effluent force main to the MH outfall using the flows from subtasks 1.2.3.

1.3.4.1 Consider the EGL from the point of connection of the 6217 Wilson Blvd. Pump Station to the MH outfall using 2, 5 and 8 feet per second.

1.3.4.2 Determine 6217 Wilson Blvd. Pump Station operational envelope against the three EGL calculated.

1.3.5. If 6217 Wilson Blvd. Pump Station causes distress to other pump station systems, make recommendations on mitigating the affects.

1.3.6 Select pump curves for the station to meet peak, average, and minimum predicted flow capacity operational envelope and show the speed range for the pumps.

1.3.7 Recommend a bar spacing for the automatic influent screens adequate for this pump station and analyze the hydraulic impact.

1.3.8 Recommend the best approach to maintain solids suspension in the wet well (submersible mixer, aeration or other approach).

1.3.9 Submit signed and sealed hydraulic calculations. Finalize hydraulic calculations at 30 percent design completion.

1.4 SCHEMATIC DESIGN DOCUMENT – DESIGN FOR EXISTING PUMP STATION REHABILITATION

1.4.1 Prepare a 10 Percent Schematic Design Document (SDD). The station rehabilitation SDD will include, but not limited, the following tasks:

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- 1.4.1.1 Repair the structure (influent channel, wet well, drywell, etc.)
- 1.4.1.2 Rehab the existing pump station building to Category 5 equivalent wind load
- 1.4.1.3 Roof modification to allow the removal of the proposed screens.
- 1.4.1.4 Replace bathroom fixture replacement, repair driveway, and upgrade security fencing.
- 1.4.1.5 Replace the automatic bar screens, screenings collection system and dumpster.
- 1.4.1.6 Design wet well solids suspension system, odor control system, overhead crane for equipment removal, precast electrical building, redundant transformer, outdoor standby generator with automatic transfer switch, outdoor fuel tank, back up diesel pumping system, fiber system (IT) and magnetic flow meter in a vault on discharge pipe.
- 1.4.1.7 Upgrade to vertical non-clog extended shaft pumps with variable frequency drive controls and restore/upgrade interior piping and valves.
- 1.4.1.8 Consider necessary measurements to use the existing diesel driven engine pump system including piping and valving.
- 1.4.1.9 Design landscaping features to beautify the existing site.
- 1.4.2 Prepare and submit the 10 percent SDD in the form of a technical memorandum.
- 1.4.2.1 Hydraulic design criteria for selected the pumps
- 1.4.2.2 Hydraulic and design criteria for the automatic bar screens
- 1.4.2.3 HVAC and odor control ventilation design criteria (air changes per hour) for each room or area. Recommend means to mitigate odors from the dumpster-screened grit.
- 1.4.2.4 Major equipment identification (equipment data sheets).
- 1.4.2.5 Process and instrumentation diagram (P&ID).
- 1.4.2.6 Conduct topographic survey.
- 1.4.2.7 Create base map survey and proposed soil boring locations.
- 2.3.2.8 Create list of required sub surface investigations for utilities locations.
- 1.4.2.9 Site layout with site as-built information including utilities and landscaping site rendering.
- 1.4.2.10 Design parameters and criteria for each discipline that applies to this type of facility (structural, architectural, mechanical, electrical, instrumentation, landscaping and hydraulic) to comply with JEA facility goals or/and to bring up to code this facility.
- 1.4.2.11 Construction materials description.
- 1.4.2.12 Electrical one-line diagram.
- 1.4.2.13 Construction cost, AACE Class 4 (-30%/50%).
- 1.4.3 Prepare and conduct Workshop No. 1 to review 10 percent SDD.
- 1.4.3.1 Draft and submit the workshop minutes.
- 1.4.3.2 Implement JEA's comment for the preparation of the 30 percent design submittal.

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1.5 PRELIMINARY DESIGN REPORT (PDR) - 30 PERCENT SUBMITTAL

1.5.1 Develop the 30 Percent design and submit the PDR with the following information, but not limited:

1.5.1.1 Design calculations

1.5.1.2 Single-phase protection and ups or other devices placed on the controls that fault upon electrical supply voltage sag or surge

1.5.1.3 Provide resiliency and controls systems

1.5.2 Submit 30 percent drawings

1.5.3 Update SDD to a PDR including, but not limited:

1.5.3.1 Process flow diagram – final

1.5.3.2 Station hydraulics – final

1.5.3.3 Equipment hydraulic calculations (i.e. wet well suspension equipment (aerator, mixer, or other), mechanical bar screen)

1.5.3.4 P&ID with process piping, sizes and identifications (IDs); mechanical equipment and IDs; valves and IDs; flow directions; ID of equipment by others.

1.5.3.5 Plan views and major elevations

1.5.3.6 Site Plan and utility relocation or extension

1.5.3.7 List of specifications (CSI 16 Division)

1.5.4 AACE Class 3 cost estimate (-20%/30%) and Cost Variance tables in JEA's template and format.

1.5.5 Listing of anticipated regulatory approvals and permit (i.e. zoning, FDEP, USACOE, SJRWMD, etc.)

1.5.6 Conduct Geotechnical investigation.

1.5.7 Prepare and conduct Workshop No. 2 to review 30 percent PDR.

1.5.7.1 Draft and submit the workshop minutes.

1.5.7.2 Implement JEA's comment for the preparation of the 60 percent design submittal.

1.6 60 PERCENT DESIGN DOCUMENTS AND GMP

1.6.1 60 Percent Design Documents and GMP – The services for this task 1.6 include identification of all JEA requirements. These includes all engineering design and analyses, constructability analysis, all permitting including storm water management, finalization of bid packages for subcontractor bidding based upon the 60% design documents, establishment of JSEB bidding packages, advertisement of bid packages, receipt, analysis and provision of bid tabulations to JEA, establishment and submittal of GMP and Schedule (including Guaranteed Completion Date). The submittal will include the following work elements (Subtasks) and information:

1.6.1.1 Conduct and develop information on subsurface utility investigations.

1.6.1.2 Prepare and submit 60 Percent Design Drawings including demolition, phasing, and construction sequence.

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- 1.6.2 Create a draft bid form defining what items should be bid as unit price items, and create a measurement and payment description for those items.
- 1.6.3 Evaluate and sketch temporary construction easements if required for JEA acquisition.
- 1.6.4 Prepare AACE Class 2 (-10% / +10%) estimate and Cost Variance tables in JEA's template and format.
- 1.6.5 Submit 60 percent design documents for review. Prepare an agenda and conduct 60% submittal review meeting (Workshop No. 3). JEA will provide written comments and drawing markups to the FIRM. Prepare and submit meeting minutes including the JEA written comments and drawing markups to document all the comments that will be addressed.
- 1.6.6 Prior to commencing Phase II, JEA will review and must accept the GMP proposal as stated in the Progressive Design Build Terms and Conditions and Articles of Indexes.

2.0 PHASE II – FINAL DESIGN (FROM 60 TO 100 PERCENT LEVEL), CONSTRUCTION AND START-UP

2.1 90 PERCENT DESIGN DOCUMENTS

- 2.1.1 The FIRM shall prepare from the approved Phase II documents the construction drawings that are consistent with the approved Phase II documents. Prepare and submit 90 percent design submittal. Incorporate JEA's 60 percent design submittal comments.
- 2.1.2 Draft and submit the Bid Form and Measurement and Payment as part of Division 1 for those items identified as unit price items in the 60 percent submittal.
- 2.1.3 Prepare and submit AACE Class 1 estimate. Refine and provide revised construction schedule.
- 2.1.4 Prepare cost variance from the original overall project budget (OPB).
- 2.1.5 Create and submit Schedule of Asset (SA), Equipment Attribute Management (EAM) Table and Schedule of Values.
- 2.1.6 Update and submit the PDR with the 90% submittal.
- 2.1.7 Prepare an agenda and conduct 90% submittal review meeting (Workshop No. 5). JEA will provide written comments and drawing markups to the FIRM. Prepare and submit meeting minutes including the JEA written comments and drawing markups to document all the comments that will be addressed.

2.2 CONSTRUCTION DRAWINGS AND SPECIFICATIONS (100 PERCENT DESIGN DOCUMENTS)

- 2.2.2 The FIRM scope of services for this Phase includes acquisition of all construction and utility connection permits, any required modification of such permits, finalize construction drawings consisting of 100% design build construction documents including plans and specifications, coordination, procurement, demolition, construction, site improvements, quality control, start-up, testing, training, site restoration and all other activities.
- 2.2.3 Prepare and submit for the 100 Percent Final Design Documents including the following:
 - 2.2.3.1 Final updated contract documents including drawings and specifications
 - 2.2.3.2 Final opinion of probable construction cost, Class 1
 - 2.2.3.3 Final Cost Variance tables in JEA's template and format
 - 2.2.3.4 Final bid form
 - 2.2.3.5 Final geotechnical investigation report and survey

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2.2.3.6 Final design calculations

2.2.3.7 Final permits

3.0 PERMIT

3.1 The FIRM shall secure the following permits, the cost of which will be considered a direct cost item;

3.1.1 Florida Department of Environmental Protection (FDEP) Construction Permit;

3.1.2 St. Johns River Water Management District Environmental Resource Storm water Permit (ERSP)

3.1.3 City of Jacksonville Development Review Committee Approval

3.1.4 City of Jacksonville Right of Way Permit

3.1.5 Approved Maintenance of Traffic (MOT)

3.1.6 Site Plan Permit

3.1.7 Demolition Permit

3.1.8 Any applicable NPDES permits, if required

3.1.9 City of Jacksonville's Building Permit, if required

3.1.10 FDEP Fuel Storage Tank License Modification (COJ Environmental Quality Division)

3.1.11 SJRWMD Dewatering Permit

3.1.12 United States Environmental Protection Agency National Pollutant Discharge Elimination System (USEPA NPDES) General Permit for Construction Activities

3.1.13 FDOT permits

3.2 All other permits shall be the responsibility of the FIRM.

4.0 PUMP STATION FACILITY OPERATIONS MANUAL

4.1. Create and submit draft of the customized pump station-specific operations manual for the constructed facility.

4.1.1. Conform Manual to the volume and chapter divisions and unit process formats described in the sample Table of Contents in Attachment A.

4.1.2. Present in the manual design criteria and operational philosophy, process descriptions, process flow diagrams, P&IDs, descriptions of operator interface controls, control strategies, process control guidance, and process troubleshooting table(s).

4.2. Submit draft Manual prior to the project Substantial Completion milestone for JEA review and comment. The draft manual will comprise the following information:

4.2.1. Supplemental Figures – develop selected renderings comprising the information from engineering drawings and other modified data to provide a more complete picture of a particular technical component of the project.

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4.2.2 Provide means for the operators to quickly locate and identify details without having to review non-essential textual information. Figures shall be either letter (8.5 inches by 11 inches) oriented in landscape or portrait layout or tabloid landscape (11 inches high by 17 inches wide). Manual may require up to 20 figures.

4.2.3 Informational Photographs – Include up to 100 color photographs in the operations manual for clarifying the operations needs for the pump station and bar screens. Photographs and text in the manual will use letter size paper (8.5 inches by 11 inches).

4.3 Field Verifications of Draft Operations Manual – The draft Manual will be revised to include applicable JEA comments.

4.3.1 Field verify as built conditions prior to finalizing the draft Manual. The field verified draft Manual will include photographs and figures of the completed work.

4.3.2 Submit field verified draft Manual to JEA within approximately 60 calendar days after project Substantial Completion, depending on contractor progress.

4.3.3 Incorporate JEA comments from the field verified draft Manual. Draft and Submit final Manual to JEA.

4.4 Conduct a full day operations manual workshop on site with JEA staff to review the final Manual.

4.4.1 Record, include and address comments from the workshop.

4.4.2 Issue final Manual within 30 calendar days of the workshop.

5.0 DELIVERABLES

5.1 Draft and final SDD in electronic format (PDF and MS WORD and EXCEL). One hard copy.

5.2 Draft and final PDR in electronic format (PDF and MS WORD and EXCEL). One hard copy.

5.3 Drawings: Three (3) half size (11" x 17") hard copies to scale and in PDF format for 5%, 10%, 30%, 60%, 90% and 100%

5.4 Specifications: Three (3) hard copies and in PDF and WORD format for 60%, 90% and 100%

5.5 Construction Documents: Drawings, three (3) half size (11" x 17") and two (2) full size (22" x 34" plotted on 24" X 36") hard copies signed and sealed and in PDF format. Technical specifications, three (3) signed and sealed hard copies and in PDF format

5.6 Opinion of Probable Construction Cost (PDF and EXCEL Format) for 5%, 10%, 30%, 60%, 90% and 100% submittal

5.7 Construction Record Drawings: One (1) signed and sealed full size (22" x 34" plotted on 24" x 36") and two (2) half size (11" x 17") hard copies and in PDF and ACAD *.dwg format

5.8 Draft, Field Verification Draft, and Final Operation Manual: Three (3) printed color copies, one electronic Microsoft Word version, and one PDF version

ATTACHMENT A - PUMP STATION OPERATIONS MANUAL TABLE OF CONTENTS

Table of Content

1.0 Introduction

1.1 Flow Pattern

1.2 Design Data and P&ID

1.3 Permits and Standards

1.3.1 Facility Permits

1.3.2 Required Reports to Regulatory Agencies

1.3.3 Spill Reporting [SSO]

2.0 Safety and Security Systems

3.0 Pumps and Control Narrative

3.1 Primary Pumps

3.2 Diesel Standby Pump System

3.3 Control Narrative

4.0 Power Distribution

4.1 Electric Supply (Utility, Switchgear, VFDs, and MCC's)

4.2 Emergency Power (Generator, ATS, and Fuel System)

5.0 Instrumentation and Control System

5.1 Field Instruments

5.2 Control System

5.3 HMI Graphics (HMI)

5.4 SCADA, Remote Control, and Network

6.0 HVAC and Odor Control System

7.0 Ancillary Systems

7.1 Automatic Screens

7.2 Wet well Mixer or Aeration System

7.3 Valves and Meters

7.4 Hoist and Crane

Appendices

A Wastewater Collection and Distribution Facility Permit

B Environmental Resource Permit

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C Calculations

D Glossary

E Applicable rules, regulations, standards and ordinances

Process Chapter Breakdown:

1. Overview [Overall objectives and relationship to adjacent units]
2. Process Control [Detailed description of the intended operation and control]
3. Design Data
4. Equipment Controls [Instrumentation loop descriptions]
5. Operation Consideration and Checklists (does not include Standard Operating Procedures)
6. Normal Operations
7. Alternate Operations [Flexibility of pumping unit]
8. Shutdown Considerations
9. Restart Considerations
10. Maintenance
11. Equipment Data
12. Equipment Maintenance References
13. Process Maintenance
14. Safety References [Bulleted references to Safety chapter]

APPENDIX A3 TECHNICAL SPECIFICATIONS - 7703 Blanding Blvd. Class III Pump Station

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SCOPE OF WORK

7703 Blanding Blvd. Class III Pump Station and the Robitzsch Lane Class III Pump Station: JEA intends to hire a Progressive Design-Build Firm (FIRM) to design and construct the electrical rehabilitation of 7703 Blanding Blvd. Class III Pump Station. Design and construct in a green site Robitzsch Lane Class III Pump Station. The existing pump station rehabilitation and the new pump station construction will be executed through a Design-Build project delivery method.

JEA will handle Public involvement.

PROJECT OVERVIEW

The FIRM will proceed to design, permit, construct and start-up the electrical rehabilitation of 7703 Blanding Blvd. Class III Pump Station and the Robitzsch Lane Class III Pump Station.

The project will consist:

- I. Phase I includes design to 60 percent level and provide a Guaranteed Maximum Price (GMP)
 - A. Electrical Rehabilitation of the existing pump station
 - B. Construction of a new pump station
- II. Phase II includes design from 60 to 100 percent level, construction and start-up
- III. The project will include, but not limited to, the following major components:
 - A. Rehab of the electrical equipment for 7703 Blanding Blvd. Class III Pump Station
 - B. Site Design and Permitting
 - C. Equipment Selection and Layout
 - D. Precast Concrete Electrical Building if required
 - E. Outside Electrical Generator
 - F. Engine driven pump system
 - G. Fuel Tank
 - H. Odor Control System

DESCRIPTION OF SCOPE OF SERVICES

The services include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned to the extent such other services are reasonably inferable as being part of FIRM's responsibility under this Appendix A3 Technical Specifications.

1.0 PHASE I – DESIGN PHASE (FROM 0 TO 60 PERCENT LEVEL)

The FIRM shall perform the services necessary to develop the Design Criteria Package and shall perform the services necessary to generate a Guaranteed Maximum Price GMP.

1.1 DATA COLLECTION, ASSESSMENT AND EVALUATION

1.1.2 Collect and review available record drawings. Following the review of the record drawings, FIRM will submit a formal data request memorandum for data to be supplied by JEA.

1.1.3 Conduct a site visit with the project team.

1.1.4 Record existing conditions during the site visit 7703 Blanding Blvd. (electrical only) and Robitzsch Lane

APPENDIX A3 TECHNICAL SPECIFICATIONS - 7703 Blanding Blvd. Class III Pump Station

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1.1.5 Record existing site layout and drainage. Rate drainage system condition as good, fair or poor. Qualitatively describe drainage improvements that are needed at this site for the new pump station.

1.1.6 Collect data on flood elevation levels in this area from FEMA and NOAA records (as available) for both sites.

1.1.6.1 Determine the 1 in 100 year and 1 in 500 year flood elevation and consider the storm surge based upon data from recent events. Using this data, recommend elevations for the electrical building and new equipment that is being installed as part of this project. JEA will approve the final elevations selected for this project.

1.2 HYDRAULIC EVALUATION FOR ROBITZSCH LANE SEWAGE PUMP STATION

1.2.1 Review data provided by JEA (pipelines, land use (dwellings), water usage from meter data, etc.).

1.2.2 Use record drawings provided by JEA and set-up the pipeline network for the gravity mains and force mains that will feed this pump station.

1.2.3 Identify and select the point of connection (POC) for the new force main at Blanding Blvd.

1.2.4 Propose and identify the alignment for the new gravity main feeding the new pump station and the force main serving the new pump station.

1.2.5 Use the 7703 Blanding Blvd. pump run times and rainfall data and correlate this data to create an average I&I factor for the basin.

1.2.6 From the GIS system, use the geocoded data to create flows for the basin by correlating water demand and supplement the flow with the computed I&I factor.

1.2.7 Review the basin and identify the areas without sewer. Estimate wastewater flows from these areas for the future conditions at this pump station. Assign a similar diurnal curve for these areas as with the rest of the basin and add this to the current flows to develop the design flows for this pump station.

1.2.8 Planning population data and flow projections for contributing areas, per capita wastewater generation factor, present and future land use

1.2.9 Summarize total water meter consumption from contributing customers upstream.

1.2.10 Define design flows:

1.2.10.1 Minimum average daily flow (dry weather condition) - present

1.2.10.2 Maximum flow average daily flow (wet weather condition) - future

1.2.10.3 Peak hourly flow present and future based on the City of Jacksonville 2030 Comprehensive Plan, Infrastructure Element, Sanitary Sewer Sub-Element

1.2.10.4 Consider the new headworks elevation from the Southwest WRF expansion on the hydraulics of the Robitzsch Lane Class III Pump Station.

1.2.11 Calculate total dynamic heads for the different flows from the pump station to the discharged at Southwest WRF.

1.2.11.1 Calculate the energy grade line from the POC to the discharged at Southwest WRF at the following velocities 2, 5 and 8 feet per second.

APPENDIX A3 TECHNICAL SPECIFICATIONS - 7703 Blanding Blvd. Class III Pump Station

025-18 Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

1.2.12 Select the pumps and present system curves for maximum and minimum TDH for minimum, average daily flow, maximum flow and peak hourly flow. Present system curves for the selected pumps over the range of flows developed under subtask 1.2.10 and 1.2.11.

1.2.13 Recommend a bar spacing for the automatic influent screens adequate for this pump station and analyze the hydraulic impact.

1.2.14 Submit signed and sealed hydraulic calculations. Finalize hydraulic calculations at 30 percent design completion.

1.3 PROJECT DEFINITION (PD)

1.3.1 Update existing PD Introduction, background and justification.

1.3.2 Update and refine the project proposed scope.

1.3.3 Create a Process Flow Diagram

1.3.4 Identified Real Estate needs

1.3.5 Review Site Plan

1.3.6 Update project implementation schedule and overall project budget (OPB)

1.3.7 Prepare a Construction cost, AACE Class 5 (-50%/+100%)

1.3.8 Conduct a PD draft review meeting with JEA. Prepare an agenda for the meeting and submit meeting minutes after the meeting. JEA will provide written review comments that will be appended to the meeting minutes to document all the comments that will be addressed.

1.3.9 Submit final PD based on the meeting minutes and JEA's written review comments.

1.4 SCHEMATIC DESIGN (DESIGN 10 PERCENT LEVEL)

1.4.1 Prepare preliminary design criteria for Mechanical Equipment concepts including:

1.4.1.1 Major equipment and quantities

1.4.1.2 Requirements for pumps, valves, automatic bar screen, and other mechanical components

1.4.2 Prepare preliminary design criteria for Site/Civil including:

1.4.2.1 Pipeline

1.4.2.1.1 Refine the proposed pipelines alignment and define SUE services requirement

1.4.2.1.2 Determine requirements for any crossings (i.e. traffic control plans, roadway restoration, etc.)

1.4.2.2 Site Survey

1.4.2.2.1 Conduct site survey.

1.4.2.2.2 Identify and survey the legal property boundaries.

1.4.2.2.3 Collect data on flood elevation levels in this area from FEMA and NOAA records (as available)

1.4.2.2.4 Determine the 1 in 100 year and 1 in 500 year flood elevation and consider the storm surge based upon data from recent events for each site

1.4.2.3 Project Base Map

1.4.2.3.1 Survey in and characterize environmentally sensitive areas, such as wetlands and hazardous waste areas.

APPENDIX A3 TECHNICAL SPECIFICATIONS - 7703 Blanding Blvd. Class III Pump Station

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1.4.2.4 Site Development Constraints

1.4.2.4.1 Begin zoning modifications (if needed) and establish local site development requirements

1.4.2.4.2 Confirm limits of flood plain and evaluate project impacts

1.4.2.4.3 Recommend finish floor elevations for the electrical building if required and new equipment. JEA will approve the final elevations selected for this project.

1.4.2.5 Develop concept site plan

1.4.3 Prepare preliminary design criteria for Architectural and Landscape Architectural

1.4.3.1 Functional Space Analysis

1.4.3.2 Define the basic architectural concept; develop alternative concepts, if required.

1.4.3.3 Establish preliminary routes for access and egress.

1.4.3.4 Clearly describe the architectural concept and related major aesthetic and functional considerations.

1.4.3.5 Define coating and painting requirements (from JEA Sections 446 and 447)

1.4.4 Prepare preliminary design criteria for Electrical including:

1.4.4.1 Provide power supply and distribution

1.4.4.2 Establish standards for voltages, voltage fluctuations including voltage sag or surge, grounding and lighting.

1.4.4.3 Establish type of stand-by power source.

1.4.4.4 Establish standards for local control/local disconnect requirements.

1.4.4.5 Select electrical equipment replacement for 7703 Blanding Blvd.

1.4.5 Prepare preliminary design criteria for Geotechnical including:

1.4.5.1 Site Data Research

1.4.5.2 Conduct a search of existing geotechnical information for the project site.

1.4.5.3 Determine site conditions from site history, previous borings, and laboratory testing information.

1.4.5.4 Determine site groundwater characteristics.

1.4.6 Prepare preliminary design criteria for HVAC and Odor Control Systems including:

1.4.6.1 HVAC and Odor Control Concepts

1.4.6.2 Compute air volumes using the headspace in the bar screen influent channels and wet well. Develop design criteria for airflow and air changes per hour.

1.4.6.3 Requirements for heating, ventilation, air conditioning (HVAC) and air purification features.

1.4.7 Prepare preliminary design criteria for both sites' I&C systems including:

1.4.7.1 Process control philosophy

1.4.7.2 Process control system philosophy and level of operator attention.

1.4.7.3 Communication, security and CCTV

1.4.7.4 Instrument and field bus technologies

1.4.7.5 Network concepts

1.4.8 Prepare preliminary design criteria for plumbing and fire protection (if required) including:

1.4.8.1 Concepts

1.4.8.2 Determine overall requirements for irrigation sprinklers, fire protection water and water needs.

APPENDIX A3 TECHNICAL SPECIFICATIONS - 7703 Blanding Blvd. Class III Pump Station

025-18 Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

- 1.4.8.3 Identify equipment supplier and plumbing piping requirements.
- 1.4.9 Prepare preliminary design criteria for structural requirements including:
 - 1.4.9.1 Structural Systems design criteria (i.e. wind load, live and dead loads, torques)
 - 1.4.9.2 Structural systems for automatic bar screens.
 - 1.4.9.3 Coordinate with the architect on the selection of structural systems.
 - 1.4.9.4 Define geotechnical information required and define boring depths.
- 1.4.10 Conduct a Schematic Design Document (SDD) draft review meeting with JEA. Prepare an agenda for the meeting and submit meeting minutes after the meeting. JEA will provide written review comments that will be appended to the meeting minutes to document all the comments that will be addressed. SDD will include:
 - 1.4.10.1 Prepare a Construction cost, AACE Class 4 (-30%/+50%)
 - 1.4.10.2 Prepare cost variance from the previous OPB.
 - 1.4.10.3 Develop list of anticipated regulatory agency approvals and permits.
- 1.4.11 Submit final SDD based on the meeting minutes and JEA's written review comments.
- 1.5 PRELIMINARY DESIGN REPORT (PDR) – 30% SUBMITTAL
 - 1.5.1 Prepare 30% plans including:
 - 1.5.1.1 Civil
 - 1.5.1.1.2 Grading and drainage
 - 1.5.1.1.3 Geometry and roadway
 - 1.5.1.1.4 Pipelines (horizontal alignment) and yard piping
 - 1.5.1.1.5 Traffic Control Plan for construction activities
 - 1.5.1.2 Architectural and Landscape Architectural
 - 1.5.1.3 Structural
 - 1.5.1.4 Mechanical – Develop process flow diagrams (PFDs) and the framework for a “smart” P&ID for the mechanical components of this project including bar screens, pump station, odor control system, bypass pumping, generator, and backup emergency diesel pumps.
 - 1.5.1.4.1 Develop design criteria and size biotrickling filter
 - 1.5.1.4.2 Include layout for biotrickling filter on the site
 - 1.5.1.5 Plumbing
 - 1.5.1.6 Electrical
 - 1.5.1.7 I&C
 - 1.5.2 Geotechnical – conduct soil exploration. Make foundation, trenching and dewatering recommendations. Provide design loads and compaction requirements.
 - 1.5.2.1 Groundwater sampling and testing
 - 1.5.3 Survey – Conduct SUE services.
 - 1.5.3.1 Coordinate the 811 sunshine ticket.
 - 1.5.4 Prepare and submit the PDR draft describing the system, component, instrumentation, control, and operation. The PDR will identify and include:
 - 1.5.4.1 Process flow diagram (PFD) – final
 - 1.5.4.2 Hydraulics – final

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1.5.4.3 Equipment hydraulic calculations (i.e. wet well suspension equipment (aerator or mixer), bar screen, and others) – final

1.5.4.4 “Smart” P&ID with process piping, sizes & identifications (IDs); mechanical equipment & IDs; valves & IDs; flow directions; etc.

1.5.4.5 Plan views and major elevations

1.5.4.6 Pipelines and Site Plans

1.5.4.7 Bypass Plan

1.5.4.8 List of Specifications

1.5.4.9 Construction cost, AACE Class 3 (-20%/+30%)

1.5.5 Prepare cost variance from the previous OPB (JEA format).

1.5.6 Conduct a PDR draft review meeting with JEA. Prepare an agenda for the meeting and submit meeting minutes after the meeting. JEA will provide written review comments that will be appended to the meeting minutes to document all the comments that will be addressed.

1.5.7 Submit final PDR based on the meeting minutes and JEA’s written review comments.

1.6 60% DESIGN DOCUMENTS AND GMP

1.6.1 60 Percent Design Documents and GMP – The services for this task 1.6 include identification of all JEA requirements. These includes all engineering design and analyses, constructability analysis, all permitting including storm water management, finalization of bid packages for subcontractor bidding based upon the 60% design documents, establishment of JSEB bidding packages, advertisement of bid packages, receipt, analysis and provision of bid tabulations to JEA, establishment and submittal of GMP and Schedule (including Guaranteed Completion Date). The submittal will include the following work elements (Subtasks) and information:

1.6.2 Prepare and submit 60% design submittal. Incorporate JEA’s PDR (30% design submittal) comments in the 60% submittal. The 60% Submittal will also include:

1.6.2.1 P&ID with instrumentation and identification, miscellaneous (vents, drains, special fittings), control and other signals to the equipment, valves, and instruments

1.6.2.2 Odor control duct layout and blowdown system drain layout

1.6.2.3 Electrical schematics

1.6.2.4 Demolition phasing and construction sequence

1.6.2.5 Bid form including a definition of items that should be bid as unit price items. Create measurement of payment descriptions for such items.

1.6.3 Evaluate and sketch temporary construction easements if required for JEA acquisition.

1.6.4 Review and edit JEA's Division 0 (front-end) specifications as required to accommodate the Contract Bid Documents. Integrate the bid form into Division 0. Coordinate and integrate JEA's Division 0 (front-end) specifications within the project technical specifications and plans.

1.6.5 Prepare and submit GMP. Provide a construction schedule for the project.

1.6.6 Prepare cost variance from the previous OPB.

1.6.7 Provide an agenda and conduct 60% submittal review meeting. JEA is to provide written comments and drawing markups to the FIRM. Prepare and submit meeting minutes including JEA written comments and drawing markups to document all comments that will be addressed.

2.0 PHASE II – FINAL DESIGN (FROM 60 TO 100 PERCENT LEVEL), CONSTRUCTION AND START-UP

2.1 90% DESIGN DOCUMENTS

2.1.1 Prepare and submit 90% design submittal. Incorporate JEA’s 60% design submittal comments.

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- 2.1.2 Update JEA's Division 0 (front-end) specifications as required to accommodate the Contract Bid Documents.
- 2.1.3 Draft and submit the Bid Form and Measurement and Payment as part of Division 1.
- 2.1.4 Prepare and submit GMP. Refine and provide revised construction schedule.
- 2.1.5 Prepare cost variance from the previous OPB.
- 2.1.6 Create and submit Asset Management table, Equipment Attribute Table and Schedule of Values.
- 2.1.7 Update and submit the PDR with the 90% submittal.
- 2.1.8 Prepare an agenda and conduct 90% submittal review meeting. JEA will provide written comments and drawing markups to the FIRM. FIRM will prepare and submit meeting minutes including the JEA written comments and drawing markups to document all the comments that will be addressed.

2.2 100% DESIGN DOCUMENTS AND BID DOCUMENTS

- 2.2.1 The FIRM scope of services for this Phase includes acquisition of all construction and utility connection permits, any required modification of such permits, finalize construction drawings consisting of 100% design build construction documents including plans and specifications, coordination, procurement, demolition, construction, site improvements, quality control, start-up, testing, training, site restoration and all other activities.
- 2.2.2 Prepare and submit for the 100 Percent Final Design Documents including the following:
 - 2.2.2.1 Final updated contract documents including drawings and specifications
 - 2.2.2.2 Final construction cost (GMP)
 - 2.2.2.3 Final Cost Variance tables in JEA's template and format
 - 2.2.2.4 Final bid form
 - 2.2.2.5 Final geotechnical investigation report and survey
 - 2.2.2.6 Final design calculations
 - 2.2.2.7 Final permits

3.0 PERMITTING

- 3.1 The FIRM shall secure the following permits, the cost of which will be considered a direct cost item;
 - 3.1.1 Florida Department of Environmental Protection (FDEP) Construction Permit;
 - 3.1.2 St. Johns River Water Management District Environmental Resource Storm water Permit (ERSP)
 - 3.1.3 City of Jacksonville Development Review Committee Approval
 - 3.1.4 City of Jacksonville Right of Way Permit
 - 3.1.5 Approved Maintenance of Traffic (MOT)
 - 3.1.6 Site Plan Permit
 - 3.1.7 Demolition Permit
 - 3.1.8 Any applicable NPDES permits, if required
 - 3.1.9 City of Jacksonville's Building Permit, if required
 - 3.1.10 FDEP Fuel Storage Tank License Modification (COJ Environmental Quality Division)
 - 3.1.11 SJRWMD Dewatering Permit

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3.1.12 United States Environmental Protection Agency National Pollutant Discharge Elimination System (USEPA NPDES) General Permit for Construction Activities

3.1.13 FDOT permits

3.2 All other permits shall be the responsibility of the FIRM.

4.0 PUMP STATION FACILITY OPERATIONS MANUAL

4.1. Create and submit draft of the customized pump station-specific operations manual for the constructed facility.

4.1.1. Conform Manual to the volume and chapter divisions and unit process formats described in the sample Table of Contents in Attachment A.

4.1.2. Present in the manual design criteria and operational philosophy, process descriptions, process flow diagrams, P&IDs, descriptions of operator interface controls, control strategies, process control guidance, and process troubleshooting table(s).

4.2. Submit draft Manual prior to the project Substantial Completion milestone for JEA review and comment. The draft manual will comprise the following information:

4.2.1. Supplemental Figures – develop selected renderings comprising the information from engineering drawings and other modified data to provide a more complete picture of a particular technical component of the project.

4.2.2 Provide means for the operators to quickly locate and identify details without having to review non-essential textual information. Figures shall be either letter (8.5 inches by 11 inches) oriented in landscape or portrait layout or tabloid landscape (11 inches high by 17 inches wide). Manual may require up to 20 figures.

4.2.3 Informational Photographs – Include up to 100 color photographs in the operations manual for clarifying the operations needs for the pump station and bar screens. Photographs and text in the manual will use letter size paper (8.5 inches by 11 inches).

4.3 Field Verifications of Draft Operations Manual – The draft Manual will be revised to include applicable JEA comments.

4.3.1 Field verify as built conditions prior to finalizing the draft Manual. The field verified draft Manual will include photographs and figures of the completed work.

4.3.2 Submit field verified draft Manual to JEA within approximately 60 calendar days after project Substantial Completion, depending on contractor progress.

4.3.3 Incorporate JEA comments from the field verified draft Manual. Draft and Submit final Manual to JEA.

4.4 Conduct a full day operations manual workshop on site with JEA staff to review the final Manual.

4.4.1 Record, include and address comments from the workshop.

4.4.2 Issue final Manual within 30 calendar days of the workshop.

5.0 DELIVERABLES

5.1 Draft and final PD in electronic format (PDF and MS WORD and EXCEL). One hard copy.

5.2 Draft and final SDD in electronic format (PDF and MS WORD and EXCEL). One hard copy.

5.3 Draft and final PDR in electronic format (PDF and MS WORD and EXCEL). One hard copy.

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- 5.4 Drawings: Three (3) half size to scale (11" x 17") hard copies to scale and in PDF format for 5%, 10%, 30%, 60%, 90% and 100%
- 5.5 Specifications: Three (3) hard copies and in PDF and WORD format for 60%, 90% and 100%
- 5.6 Construction Documents: Drawings, three (3) half size to scale (11" x 17") and two (2) full size (22" x 34" plotted on 24" X 36") hard copies signed and sealed and in PDF format. Technical specifications, three (3) signed and sealed hard copies and in PDF format
- 5.7 Construction Cost Estimates (PDF and EXCEL Format) for 5%, 10%, 30%, 60%, 90% and 100% submittal
- 5.8 Construction Record Drawings: One (1) signed and sealed full size (22" x 34" plotted on 24" x 36") and two (2) half size (11" x 17") hard copies and in PDF and ACAD *.dwg format
- 5.9 Draft, Field Verification Draft, and Final Operation Manual: Three (3) printed color copies, one electronic Microsoft Word version, and one PDF version

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ATTACHMENT A - PUMP STATION OPERATIONS MANUAL TABLE OF CONTENTS

Table of Content

1.0 Introduction

1.1 Flow Pattern

1.2 Design Data and P&ID

1.3 Permits and Standards

1.3.1 Facility Permits

1.3.2 Required Reports to Regulatory Agencies

1.3.3 Spill Reporting [SSO]

2.0 Safety and Security Systems

3.0 Pumps and Control Narrative

3.1 Primary Pumps

3.2 Diesel Standby Pump System

3.3 Control Narrative

4.0 Power Distribution

4.1 Electric Supply (Utility, Switchgear, VFDs, and MCC's)

4.2 Emergency Power (Generator, ATS, and Fuel System)

5.0 Instrumentation and Control System

5.1 Field Instruments

5.2 Control System

5.3 HMI Graphics (HMI)

5.4 SCADA, Remote Control, and Network

6.0 HVAC and Odor Control System

7.0 Ancillary Systems

7.1 Automatic Screens

7.2 Wet well Mixer or Aeration System

7.3 Valves and Meters

7.4 Hoist and Crane

Appendices

A Wastewater Collection and Distribution Facility Permit

B Environmental Resource Permit

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C Calculations

D Glossary

E Applicable rules, regulations, standards and ordinances

Process Chapter Breakdown:

1. Overview [Overall objectives and relationship to adjacent units]
2. Process Control [Detailed description of the intended operation and control]
3. Design Data
4. Equipment Controls [Instrumentation loop descriptions]
5. Operation Consideration and Checklists (does not include Standard Operating Procedures)
6. Normal Operations
7. Alternate Operations [Flexibility of pumping unit]
8. Shutdown Considerations
9. Restart Considerations
10. Maintenance
11. Equipment Data
12. Equipment Maintenance References
13. Process Maintenance
14. Safety References [Bulleted references to Safety chapter]

Appendix B Minimum Qualification Form
025-18 RFQ Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding
Blvd Wastewater Pump Stations

GENERAL

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

THE PROPOSER MUST COMPLETE THE PROPOSER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

PROPOSER INFORMATION

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: _____

Proposer shall have the following Minimum Qualifications to be considered eligible to submit a Proposal in response to this RFP. **Appendix B Minimum Qualification Form has been provided to complete this section.**

It is the responsibility of the Proposer to ensure and certify that it meets the Minimum Qualifications stated below. A Proposer not meeting all of the following criteria will have their Proposals rejected:

It is the responsibility of the Proposer to ensure and certify that it meets the Minimum Qualifications stated below. A Proposer not meeting all of the following criteria will have their Proposals rejected:

- The Proposer shall have participated and completed as the Prime Contractor (Construction) for two (2) similar projects.

- A similar project is defined as construction services for a 2.9 MGD or greater wastewater master pump station rehabilitation project within the last ten (10) years with a value of \$3M dollars or greater. Additionally, each rehab project shall have had excavations twenty (20) feet or greater.
 - One (1) of the similar projects shall have had dewatering operations with soils condition of an average permeability of 10 feet per day, and continuous bypassing pumping operation diverting the pump station flow.
 - One (1) of the similar projects shall have been a Design Build Pump Station project.
- The Proposer or Partner for the engineering services shall have a State of Florida Certificate of Authorization for Engineering.
- The Proposer for the construction shall have a State of Florida General Contractors License.

Reference Company Name _____

Reference Company Address _____

Reference Company Contact Person E-Mail Address_____

Value of Project _____

Description of Project _____

[illegible]

Reference Company Name _____

Reference Company Address _____

Reference Company Contact Person E-Mail Address_____

Value of Project _____

[illegible]

APPENDIX B – RESPONSE FORM
025-18 RFQ Progressive Design-Build Services for 118th Street, Wilson Blvd and Blanding Blvd Wastewater Pump Stations

COMPANY INFORMATION:

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

EMAIL OF CONTACT: _____

The Company shall submit one (1) original Proposal, three (3) duplicates (hardcopies), and four (4) CDs or USB drives. If there is a discrepancy between the electronic copy and hard copy, the hard copy will prevail. JEA will not accept Proposals transmitted via email.

1.2.5.1 PROFESSIONAL STAFF EXPERIENCE

Maximum score for this criterion is: 30 POINTS - Points for each subsection will be awarded as described on the Evaluation Matrix attached to this RFP.

1. Team Members

The Proposer shall provide a maximum of seven (7) primary resumes and seven (7) back up resumes of the professional staff to be assigned to perform the Work. The resumes provided shall identify the Project Manager, Construction Manager, Engineer of Record, Pump Engineer, Structural Engineer, Architect, Electrical and I&C Engineer (collectively, the "Team Members"). **Primary positions (as shown in the attached Evaluation Matrix) shall only serve in one (1) role.** Note, the Project Manager must be from the company submitting the Proposal and not a Subcontractor. **All proposed engineering staff shall be registered professional engineers in Florida.** Persons whose resumes are submitted as a Team Member must actually perform the Work unless Proposer receives prior approval by the JEA Project Manager to use a backup Team Member. Finally, if Proposer submits a resume of a Subcontractor that is employed by a JSEB firm, please note this on the resume.

Project Manager	The person who has the authority to negotiate with JEA regarding scope, budget, and schedule, who is the design-builder's point of contact, and who is responsible for the delivery of the final product.
Construction Manager	The person who oversees the construction to ensure the project is built according to the engineer's design and specifications and to applicable codes.
Engineer of Record	The Professional Engineer who is in "responsible charge" for the design of the project as a whole and who accepts professional responsibility for all ultimate engineering decisions made in the project.
Pump Engineer	The Professional Engineer who is responsible for the hydraulic design, for selecting the pumping systems (main, engine driven pump, bypass) and relocating/extending water/sewer conveyance facilities.
Structural Engineer	The Professional Engineer who is responsible for the structural design, analysis, and integrity of the infrastructure involved in the project.
Architect	The Professional Architect who is responsible for the building rehabilitation or design.

Electrical and I&C Engineer	The Professional Engineer who is responsible for powering, lighting and grounding the facility.
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At a minimum, each resume shall present the Team Member's name, title, years of service with company, total years of experience, applicable professional registrations, education, and work experience. Resumes shall also identify any specialty or technical process expertise. **Resumes shall be no more than one (1) page in length, single sided, and on 8.5" by 11" sized paper. If more than one page is submitted, only the information contained on the first page will be evaluated by JEA. No more than fourteen (14) resumes will be evaluated.**

Years of Relevant Experience will be graded on the following scale:

- Greater than 20 years = 5 points
- Greater than or equal to 15 years but less than or equal to 20 years = 4 points
- Greater than or equal to 10 years but less than 15 years = 3 points
- Greater than or equal to 5 years but less than 10 years = 2 points
- Less than 5 years = 1 point

Two (2) points will be deducted if employee has been with the Company for less than two (2) years or is a sub-consultant

2. Organizational Chart

Finally, Proposer shall provide an organizational chart delineating company's personnel responsibilities and functions associated with the Work. If applicable, this chart shall also delineate any responsibilities and functions of subcontractor(s) and/or JSEB firm(s).

Additional points will be awarded to companies that utilize a JSEB Consultant for the following Primary and/or backup Team Member positions as shown on the Evaluation Matrix.

- Structural Engineer
- Architect

1.2.5.2 DESIGN APPROACH AND WORK PLAN

Maximum score for this criterion is: 30 POINTS

Proposer shall provide an explanation of how it typically manages its engagements to realize project budgetary goals, timetables and quality control objectives. Proposer shall explain, for this specific Scope of Work, how it intends to meet the budgetary goals, timetables and quality criteria established herein. Consideration shall be given for cost effectiveness of potential solution(s), creativity and innovation of proposed solutions and comprehensive utilization of proposed personnel to meet the deliverables.

Proposer shall also provide a project schedule indicating: (i) all the activities envisioned to fulfill the requirements of the Work; (ii) the estimated duration for each activity; (iii) the estimated man-hours for each activity; and (iv) the total estimated man-hours each primary Team Member, identified in the Section titled "Professional Staff Experience", will devote to the Work through completion. As stated in the Section above, the "Share of Project Work" should be calculated using the man-hours indicated on the project schedule. Additionally, the project schedule must demonstrate the utilization of any Subcontractors.

Required Information:

NARRATIVE OF PROJECT & UNDERSTANDING OF PROJECT ISSUES

Provide a narrative demonstrating the Company's understanding of the project goals, requirements, objectives, challenges, the project delivery method, and how the Company intends to ensure the scope, budget, and schedule will be met.

Describe the Company's project delivery process for design and for construction.

CREATIVITY & INNOVATION IN PROJECT APPROACH AND SOLUTION SELECTION OPTIONS

Discuss how the Company intends to use innovative approaches and/or best practices to achieve results, considering safety, quality, cost and time as they relate to any and all aspects of design, equipment, materials, pre-construction services, and construction.

Discuss the Company's approach to rehabilitate the pumping station architecturally, structurally, mechanically, electrically and instrumentally.

Provide the Company's understanding of and expertise in pump selection and discuss the Company's approach in bypassing the facility.

COST EFFECTIVENESS OF PROPOSED SOLUTIONS

Provide a description of the Company's approach to cost estimating during the various phases of the design (i.e., conceptual, schematic, final and construction documents). Indicate the methodology and estimating system used in preparation of the estimates. Address how the Company will prepare, submit, reconcile and obtain approval of the GMP notice.

Discuss the cost effectiveness of the proposed solutions, taking into account expected life of the equipment, capital costs and operating & maintenance costs over the life of the equipment.

COMPREHENSIVE RESOURCE PLAN & SCHEDULE

Discuss how the Design Build firm will manage and balance the design and construction of this project to meet budget and schedule, including staffing and organization plans.

Discuss how the Company will utilize best practice techniques such as value engineering and constructability reviews and provide evidence of previous experience with any of the methodologies presented.

Provide a schedule which details the Company's proposed activities and how the Company intends to meet the required in-service date.

Provide the strategy the Company will employ for subcontracting work, including the use of JSEB firms. Address the Company's approach to implementation of a Quality Control/Quality Assurance plan for both self-performing and subcontracted work.

Work plan shall be no more than twenty two (22) pages in length, single sided, and on 8.5" x 11" sized paper.
Project schedule shall be no more than two (2) pages in length, single sided, and on up to 11" x 17" sized paper.
Project delivery process schematic shall be no more than two (2) pages in length, single sided, and on up to 11" x 17" sized paper.

Please use your own form for this section.

Each Evaluator will independently evaluate.

1.2.5.3 COMPANY EXPERIENCE

Maximum score for this criterion is: 30 POINTS

Proposer shall provide the following:

Required Information:

The company performing the engineering for this project must submit two (2) projects similar in scope with a summary for each project. These projects must have been completed within the last ten (10) years. A project similar in scope is defined as a project which includes the design of a wastewater master pump station similar scope as stated in this solicitation.

The company performing the engineering shall provide published project documents of one of the two submitted similar project, including conformed drawings, specs, and final basis of design report with a brief description of how the report framework will be modified for JEA's project. These documents must be submitted on a CD or USB drive and submitted along the Proposal (One (1) CD or USB drive per copy of Proposal).

The company performing the construction for this project must submit two (2) projects. These projects must have been completed within the last ten (10) years. A project similar in scope is defined as a project which includes the

construction or rehab of a wastewater master pump station similar scope as stated in this solicitation. One (1) of the similar projects shall have been a Design Build Pump Station project.

A total of four (4) projects are required for this section; two (2) projects demonstrating engineering design experience from the company performing the design, and two (2) projects demonstrating construction experience from the company constructing the project.

Each project should at a minimum list the following:

- Name of Client/Customer with contact information that should include:
 - Name and title of Contact
 - Contact's phone number and email address.
 - Project Title
 - Project Cost
 - Project Timeframe
- Identify whether any of the proposed Team Members worked in key roles in the projects.
- Provide detailed information to describe how Company managed the engagements to realize project budgetary goals, timetables and quality control objectives.
- Describe any working relationship with subcontractors that will be used for this project.
- Identify the project stage—i.e., design, construction, construction completed, etc.
- Include a project reference for each project.

Brief project description (no more than one (1) page per project) **Descriptions longer than one (1) page will only have the first page reviewed.**

Each Evaluator will independently evaluate the submitted Experience.

1.2.5.4 PAST PERFORMANCE

Maximum score for this criterion is: 4 POINTS

A common questionnaire will be used in evaluating one project reference in the proposal for the designer and the builder. At least one evaluator will be assigned this task and then score the matrix accordingly.

1.2.5.5 PROJECT MANAGER PROXIMITY TO JEA

Maximum score for this criterion is: 1 POINTS

Provide the address of Proposer's office that the proposed Project Manager normally works from and its distance from JEA Headquarters located at 21 West Church St. JEA will use Google Maps to verify distance.

In order to receive points for this criterion, Proposer's office must be occupied and staffed with at least three (3) employees for a duration of six (6) months prior to the Proposal Due Date stated in this RFP. Additionally, the office shall not be used as a residential premise. If necessary, JEA will use zoning records and tax rolls to validate this criteria.

1.2.5.6 JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) - RFP

Maximum score for this criterion is: 5 POINTS

Proposer shall indicate if it is certified as a Jacksonville Small and Emerging Business (JSEB) as defined by Jacksonville Ordinance 2004-602; Chapter 126, Part 6A and 6B.

If Proposer is not a certified JSEB, the Proposer shall list any JSEB certified subcontractors that it intends to utilize in the performance of the Design and Engineer Work, Phase I and II. The listing should include names of the JSEBs, the type of service they will provide, and the percentage of work being subcontracted. Points will be awarded based on the type and amount of work that will be conducted by JSEB firms.

The points will be awarded as follows:

Proposer is a COJ/JEA certified JSEB = 5 pts;

Proposer is not a JSEB but will subcontract Work to JSEBs:

Amount of Work to be Subcontracted:

≥ 5% of work = 4 pts.

≥ 3% and < 5% = 3 pts.

≥ 2% and < 3% = 2 pts.

≥ 1% and < 2% = 1 pts.

< 1% = 0 pts.

During the Development of GMP during Phase I in preparation for Phase II, the DB Firm will provide project documentation to the JSEB Manager for the Development of the JSEB goal for Phase II. Once the JSEB goal for Phase II has been established the DB firm will submit documentation to demonstration compliance to the JSEB Manager.

☐ **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 Response will be disclosed to the public “as-is”.**

Company's Certification

By submitting this Proposal, the Company certifies that it has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, that the person signing below is an authorized representative of the 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 license for the work. The company certifies that its recent, current, and projected workload will not interfere with the company's ability to Work in a professional, diligent and timely manner.

The Company 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 Company also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Company shall immediately notify JEA of status change.

We have received addenda _____ through _____

Signature of Authorize Officer of Company or Agent

Date

Printed Name & Title

Phone Number