

Welcome to the JEA Awards Meeting

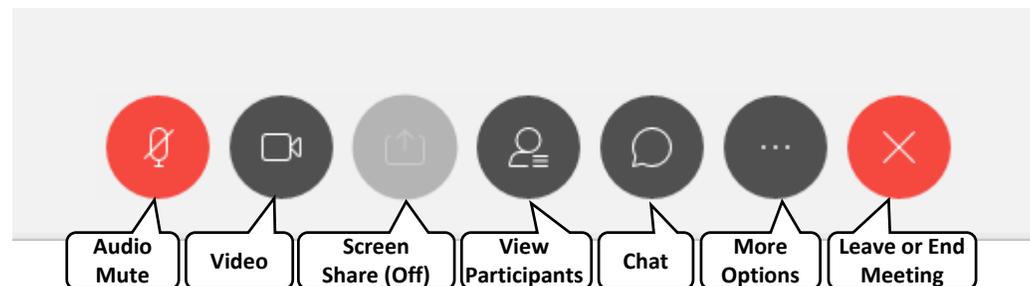
You have been joined to the meeting with your **audio muted** by default.

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

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

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

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



AWARDS COMMITTEE AGENDA

DATE: Thursday, July 1, 2021

TIME: 10:00 A.M.

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

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (06/24/2021).
2. 1410283446-21 - Request approval to award contracts to Stuart C Irby CO in the amount of \$3,725,329.20, Gresco Supply, Inc. in the amount of \$5,802,559.00 and Electric Supply Inc in the amount of \$3,025,313.00 for the supply of Streetlight Material for JEA Inventory Stock, for a total not-to-exceed amount of \$12,553,201.20, subject to the availability of lawfully appropriated funds.
3. Request approval of purchase from Knickerbocker Properties, Inc. for the subject property – Easement Acquisition Purchase in the amount of \$54,200.00, seller's attorney fees in a not to exceed amount of \$10,000.00, and \$20,000.00 for fence installation for a total not to exceed amount of \$84,200.00, subject to the availability of lawfully appropriated funds.
4. Request approval to award a change order to Garney Companies Inc., for the purchase of major process equipment as part of the Southwest Water Reclamation Facility (WRF) Expansion in the amount of \$4,000,365.00, for a new not-to-exceed amount of \$10,700,665.00, subject to the availability of lawfully appropriated funds.
5. Request approval to award payment to Florida Department of Transportation for FDOT SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) Water Main Replacement project in the amount of \$423,469.42, subject to the availability of lawfully appropriated funds.
6. Request approval to award a contract renewal and contract increase to USP Technologies for Wastewater Odor Control Chemicals in the amount of \$2,120,000.00, for a new not-to-exceed amount of \$8,616,500.00, subject to the availability of lawfully appropriated funds.
7. 1410339646– Request approval to award a contract to Anderson Diving Inc. dba Logan Diving & Salvage to install 14 grout bag pier supports adjacent to eroded H-pile bent supports for the Mandarin Water Reclamation Facility in the amount of \$346,225.00, subject to the availability of lawfully appropriated funds.
8. 1410334446 – Request approval to award a contract to Patriot Thermal Controls Inc for heat trace services for BBGS in the amount of \$320,163.00, subject to the availability of lawfully appropriated funds.

Informational Items: N/A

Open Discussion: N/A

Public Notice: N/A

General Business: N/A

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

07-01-2021 Awards Committee

<u>Award #</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/ Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 06/24/2021 meeting.
2	Invitation for Bid (IFB) 3 bidders	McElroy	\$15,397,018.73	\$3,725,329.20 \$3,025,313.00 \$5,802,559.00	STUART C IRBY CO ELECTRIC SUPPLY INC GRESKO SUPPLY INC	Three (3) Year	<p><u>Streetlight Material for JEA Inventory</u></p> <p>The purpose of this Invitation for Bid (IFB) is to solicit pricing for Streetlight Material for JEA Inventory Stock; these collectively consist of Eighty-Three (83) JEA specific items changing from poles, brackets, light fixtures, to miscellaneous accessories. The primary use of these items is illumination of streets throughout the JEA network, with the items being utilized by the Electric department. Utilizing best practices of aggregation of items and competitive bidding, JEA will be able to reduce cost by an estimated \$2,835,835.25 or eighteen (18%) even with JEA realizing an estimated \$1,134,568.43 or forty-nine percent (49%) increase on Poles and Brackets due to unfavorable market conditions for Aluminum, Fiberglass, and Concrete. Request approval to award contracts to Stuart C Irby CO in the amount of \$3,725,329.20, Gresko Supply, Inc. in the amount of \$5,802,559.00 and Electric Supply Inc in the amount of \$3,025,313.00 for the supply of Streetlight Material for JEA Inventory Stock, for a total not-to-exceed amount of \$12,553,201.20, subject to the availability of lawfully appropriated funds.</p>
3	Miscellaneous	Dutton	N/A	\$84,200.00	KNICKERBOCKER PROPERTIES, INC. XX, A DELAWARE CORPORATION	Project Completion	<p><u>Knickerbocker Properties, Inc. – Easement Acquisition</u></p> <p>JEA has negotiated an easement purchase with Knickerbocker Properties, Inc., for a water line to serve the Deerwood Water Treatment Plant.</p> <p>Several years ago, JEA installed a water line crossing the St Johns River as part of the Total Water Management Plan Project. The project's final connection was a water plant in the Arlington area near</p>

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							<p>Southside Blvd and Bradley Road. JEA is now connecting this pipeline from the Bradley Road station to the Deerwood WTP off Southside Blvd. Portions of the route will utilize a section of a JEA utility corridor. The corridor is 150 feet wide and JEA only has an electric easement interest in the easterly 75 feet. As part of this project, JEA is acquiring additional easement rights to install this pipeline and any future pipelines in the easterly 75 feet of the corridor. JEA has acquired and continues to acquire the additional easements rights necessary from property owners along the project route.</p> <p>Request approval of purchase from Knickerbocker Properties, Inc. for the subject property – Easement Acquisition Purchase in the amount of \$54,200.00, seller’s attorney fees in a not to exceed amount of \$10,000.00, and \$20,000.00 for fence installation for a total not to exceed amount of \$84,200.00, subject to the availability of lawfully appropriated funds.</p>
4	Contract Amendment	Vu	\$3,980,141.00	\$4,000,365.00	GARNEY COMPANIES INC.	Project Completion	<p><u>Construction Management-at-Risk (CMAR) Services for the Southwest Water Reclamation Facility (WRF) Expansion</u></p> <p>CMAR construction services during design, and construction services for the Southwest WRF Expansion to 16 millions of gallons per day (MGD) project. This project is needed to meet wastewater flow demands in the Southwest services territory.</p> <p>Negotiations with Garney Companies Inc. were successfully completed for the purchase of major process treatment equipment due to long lead times for delivery of equipment. This interim GMP includes the purchase of the items listed below:</p> <ul style="list-style-type: none"> • Blowers • Vortex grit removal units • Grit pumps • Influent plate screens • Secondary clarifier rakes and drives

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							<ul style="list-style-type: none"> • Coarse and fine bubble disc diffusers • Large bubble compressed air mixing system <p>As design progresses for the other aspects of the overall Southwest WRF expansion, additional GMPs will be brought before the Awards Committee.</p> <p>Request approval to award a change order to Garney Companies Inc., for the purchase of major process equipment as part of the Southwest Water Reclamation Facility (WRF) Expansion in the amount of \$4,000,365.00, for a new not-to-exceed amount of \$10,700,665.00.</p>
5	Joint Project	Vu	\$2,805,728.00	\$423,469.42	FLORIDA DEPT OF TRANSPORTATION	Project Completion	<p><u>FDOT FPID 439358-1 SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) Water Main Replacement</u></p> <p>JEA's water mains are within the FDOT's project footprint/right-of-way. This project will install, remove, and place out of service portions of the existing water mains within the project limits of the FDOT FPID 439358-1 SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) water main Replacement.</p> <p>This project was bid by FDOT and bids opened 06/09/2021 and Anderson Columbia Co. Inc. was deemed the lowest, responsive Bidder by the FDOT. The total costs for this project are approximately 4.9% higher than the updated JEA estimate. JEA has reviewed the pricing and deemed it reasonable when compared to similar projects. This request is to reconcile the initial estimate paid to FDOT, with the Bids received, as described below.</p> <p><u>Summary of charges:</u></p> <ul style="list-style-type: none"> ➤ Total construction bid for JEA's portion: \$2,832,162.13 (includes contingency and admin fee) ➤ Additional FDOT fee for asbestos pipe removal

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							<p>and disposal: \$111,000.00</p> <ul style="list-style-type: none"> ➤ Total owed to FDOT: <u>\$2,943,162.13</u> ❖ Already paid to FDOT (September 2020): \$2,519,692.71 ❖ Remaining to be paid: <u>\$423,469.42</u> <p>Per the terms of the master agreement, since the bid for the utility work came in higher than JEA's pre-bid funds transfer, JEA needs to transfer funds to the FDOT prior to them awarding the contract for the project.</p> <p>Request approval to award payment to Florida Department of Transportation for FDOT SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) Water Main Replacement project in the amount of \$423,469.42.</p>
6	Renewal	Vu	N/A	\$2,120,000.00	USP TECHNOLOGIES	Three (3) Years w/Two (2) – 1 Yr. Renewals	<p><u>Wastewater Odor Control Chemicals</u></p> <p>This award request is for a renewal and contract increase for the purchase of odor control chemicals used throughout the wastewater system. USP Technologies has performed well throughout the original contract term, and JEA would like to execute the first contract renewal term. USP Technologies has requested a 3.27% increase to the unit prices for the renewal term. JEA has reviewed this price increase in relation to the current market for the chemicals, and deemed it reasonable. The award amount is the amount budgeted for chemical purchases from USP Technologies based on past and future chemical use estimates.</p> <p>Request approval to award a contract renewal and contract increase to USP Technologies for Wastewater Odor Control Chemicals in the amount of \$2,120,000.00, for a new not-to-exceed amount of \$8,616,500.00.</p>
7	Invitation for Bid (IFB) 1 bidder	Vu	\$300,000.00	\$346,225.00	ANDERSON DIVING INC. dba LOGAN DIVING & SALVAGE	Project Completion	<p><u>Mandarin WRF Outfall Stabilization</u></p>

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						<p>The scope of work for this project contract is for the contractor to install 14 grout bag pier supports adjacent to wasted H-pile bent supports for the Mandarin Water Reclamation Facility (WRF) 30-inch Outfall.</p> <p>Originally bid as an Informal Solicitation and advertised on 06/4/2021. Five (5) diving companies prime were invited to submit bids on the project. At Bid opening on 06/22/2021, JEA received one (1) Bid. Anderson Diving Inc. dba Logan Diving & Salvage is the lowest responsive and responsible Bidder. One of the invited bidders, Lewis Diving, declined to bid on this project because of their existing work schedule. A copy of the Bid Form is attached as backup.</p> <p>The award amount of 346,225.00 is approximately 15% higher than the budget estimate. This was a lump sum bid. Logan Diving performed the initial underwater survey for this project and is familiar with the work required. The bid was reviewed by JEA, and deemed reasonable.</p> <p>1410330446– Request approval to award a contract to Anderson Diving Inc. dba Logan Diving & Salvage to install 14 grout bag pier supports adjacent to wasted H-pile bent supports for the Mandarin Water Reclamation Facility in the amount of \$346,225.00, subject to the availability of lawfully appropriated funds.</p>
8	Request for Proposal (RFP) 4 bidders	Erixton	\$350,000.00	\$320,163.00	PATRIOT THERMAL CONTROLS INC	<p style="text-align: center;">Project Completion</p> <p><u>Brandy Branch Generating Station Heat Trace Repairs</u></p> <p>The company scope of work shall include, but not be limited to:</p> <ul style="list-style-type: none"> • Mobilization • Inspection & troubleshooting, reporting • Heat Trace Repair and Replacement • Insulation removal and insulation • Testing and Acceptance. • Ancillary scopes of work: shipping, scaffolding,

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							FY21: \$150,000.00 FY22: \$170,163.00 1410334446 – Request approval to award a contract to Patriot Thermal Controls Inc for heat trace services at BBGS in the amount of \$320,163.00, subject to the availability of lawfully appropriated funds.
Total Award				\$19,847,623.62			

JEA AWARDS COMMITTEE
JUNE 24, 2021 MEETING MINUTES

The JEA procurement Awards Committee met on June 24, 2021, in person with a WebEx option

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chairperson, Laure Whitmer as Budget Representative, Julie Davis as Office of General Counsel Representative; with Laura Dutton (10:06 a.m.), Joe Orfano, Ricky Erixton, and Hai Vu.

Chair McCollum called the meeting to order at 10:02 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

Public Comments:

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

Awards:

1. Approval of the minutes from the last meeting (06/10/2021). Chair McCollum verbally presented the Committee Members the proposed June 10, 2021 minutes contained in the committee packet.

MOTION: Hai Vu made a motion to approve the June 10, 2021 minutes (Award Item 1). The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (4-0).

The Committee Members reviewed and discussed the following Awards Items 3-7:

2. **DEFERRED** - Request approval to award a contract increase to MPW Industrial Services Inc, for industrial cleaning services for in the amount of \$120,747.78 for a new combined not-to-exceed amount for MPW and Thompson Industrial of \$10,131,728.50, subject to the availability of lawfully appropriated funds.
3. 026-21 - Request approval to award contract to Haddad Engineering, Inc. for Brandy Branch Generating Station (BBGS) Backup Generator Engineering Services in the amount of \$57,400.00, subject to lawfully appropriated funds.

MOTION: Joe Orfano made a motion to approve Award Item 3 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (4-0).

4. Request approval to award a contract amendment to Oracle America Inc. in the amount of \$1,326,803.00, for a new not-to-exceed amount of \$11,312,769.56, subject to the availability of lawfully appropriated funds.

MOTION: Hai Vu made a motion to approve Award Item 4 as amended. The motion was seconded by Laura Dutton and approved unanimously by the Awards Committee (4-0).

5. 1410332649 – Request approval to award a contract to M Gay Constructors, Inc. for the purchase and

installation of Baymeadows Substation Self-Support Tower Foundations in the amount of \$318,100.00, subject to the availability of lawfully appropriated funds.

MOTION: Ricky Erixton made a motion to approve Award Item 5 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (4-0).

6. Request approval to award a contract increase to Worley Parsons in the amount of \$475,000.00 and to Fred Wilson & Associates for \$475,000.00 for supplemental design for transmission and substation engineering services for a total increase of \$950,000.00, for a new not-to-exceed amount of \$3,672,500.00, subject to the availability of lawfully appropriated funds.

MOTION: Ricky Erixton made a motion to approve Award Item 6 as amended. The motion was seconded by Laura Dutton and approved unanimously by the Awards Committee (4-0).

7. 048-20 – Request approval to award a contract to GSD Trading USA Inc for the SJRPP Coal Conveyor Decommissioning and site Remediation services in the amount of \$5,764,000.00, subject to the availability of lawfully appropriated funds.

MOTION: Ricky Erixton made a motion to approve Award Item 7 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (4-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

Award 4 has a partial ratification.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 10:48 a.m.

NOTE: These minutes provide a brief summary only of the Awards Committee meeting. For additional detail regarding the content of these minutes or discussions during the meeting, please review the meeting recording. The recording of this meeting as well as other relevant documents can be found at the link below:
[https://www.jea.com/About/Procurement/Awards Meeting Agendas and Minutes/](https://www.jea.com/About/Procurement/Awards_Meeting_Agendas_and_Minutes/)



Formal Bid and Award System

Award #2 July 1, 2021

Type of Award Request: INVITATION FOR BID (IFB)

Request #: 1410283446-21
Requestor Name: Keeler, Jessica
Requestor Phone: (904) 665-6403
Project Title: Streetlight Material for JEA Inventory
Project Number: Various
Project Location: JEA
Funds: Inventory Blanket Account
Budget Estimate: \$15,397,018.73

Scope of Work:

The purpose of this Invitation for Bid (IFB) is to solicit pricing for Streetlight Material for JEA Inventory Stock; these collectively consist of Eighty-Three (83) JEA specific items changing from poles, brackets, light fixtures, to miscellaneous accessories. The primary use of these items is illumination of streets throughout the JEA network, with the items being utilized by the Electric department. At the time of bid release, our current inventory balance for the items found in this solicitation is \$1,674,192.17. As it relates to item spend, the last twelve (12) months totaled \$7,384,483.00.

JEA IFB/RFP/State/City/GSA#: 1410283446-21

Purchasing Agent: Pearson, Kenny

Is this a Ratification?: No

RECOMMENDED AWARDEES:

Name	Vendor Contact	Email	Address	Phone	Amount
STUART C IRBY CO	Erich Ewoldt	ewoldt@irby.com	38 Skyline Drive, Lake Mary, FL 32746	407-415- 6268	\$3,725,329.20
ELECTRIC SUPPLY INC.	Chris Burns	Chris.burns@electricsupplyinc.com	4407 N Manhattan Ave. Tampa, FL 33614	813-879- 0049	\$3,025,313.00
GRESKO SUPPLY INC.	Chris Therien	Christopher.Therien@gresco.com	6421 County Road 219, Wildwood, FL 34785	352-446- 7536	\$5,802,559.00

Amount for entire term of Contract/PO: \$12,553,201.20

Award Amount for remainder of this FY: \$1,046,100.10

Length of Contract/PO Term: Three (3) Year

Begin Date (mm/dd/yyyy): 07/01/2021

End Date (mm/dd/yyyy): 06/30/2024

Renewal Options: None

JSEB Requirement: N/A - Optional

BIDDERS:

Name	Total Bid Extended Price	Proposed Award Amount
GRESKO SUPPLY INC.	\$5,802,559.00	\$5,802,559.00
STUART C IRBY CO	\$13,335,306.70	\$3,725,329.20
ELECTRIC SUPPLY INC.	\$9,690,217.00	\$3,025,313.00

Background/Recommendation:

Advertised 02/26/2021, two (2) vendors attended the optional pre-response meeting on 03/16/2021, and one (1) vendors attended the second optional pre-response meeting on 05/19/2021. At Response opening on 06/02/2021, JEA received three (3) Responses. JEA evaluated the companies on 100% price. All three (3) companies were deemed to be responsive and responsible Respondents.

In order to leverage JEA's spend for Streetlight Material for JEA Inventory Stock, the internal team identified Eighty-Three (83) JEA specific items deemed to be a good fit to be included in this initiative. In the past, these items were purchased on a blanket purchase agreements through Stuart C Irby CO which recently expired.

The basis for award for this bid was that JEA will Award a Contract to the Respondent that meets the Minimum Qualifications stated herein, and is the lowest cost Respondent for each of the following bid groupings based on a 100% price criteria. For groupings Decorative Lights, POLLP001, and Accessories, JEA awarded the lowest cost respondent for each item while Poles & Brackets and Primary Lights JEA awarded the lowest cost respondent for the entire tab. JEA grouped items together that were similar and we looked to find continuity in supply given many of the items are for projects. Where this was not as critical, we elected to award individual items or cherry-picking the items.

After the evaluations were complete, Stuart C Irby CO, Electric Supply Inc., and Gresco Supply Inc. were determined to be the vendors that were the lowest cost Respondents to JEA for this work scope. Stuart C Irby CO was the lowest cost and the proposed awardee for the twenty-seven (27) items on the Poles & Brackets, three (3) items on the Decorative Lights Tab, eight (8) items on the Accessories Tab, and the one (1) item on the POLLP001 Tab; Gresco Supply Inc. was the lowest cost and the proposed awardee for the twenty-seven (27) items on the Primary Lights Tab; Electric Supply Inc. was the lowest cost and the proposed awardee for seven (7) items on the Decorative Lights Tab and Six (6) items on the Accessories Tab.

Utilizing best practices of aggregation of items and competitive bidding, JEA will was able to reduce cost by an estimated \$2,835,835.25 or eighteen (18%), even with JEA realizing an estimated \$1,134,568.43 or forty-nine percent (49%) increase on Poles and Brackets due to unfavorable market conditions for Aluminum, Fiberglass, and Concrete. It is believed that JEA was able to achieve these savings due to:

- Splitting Streetlight Material up from a one vendor wins all bid structure
- Approving alternative sources for numerous items
- Rewriting JEA specifications; eliminating lead lengths(wiring) not used, changes to product warranties, packaging changes (combining two separate Item IDs to one Item ID), approving more cost effective fixture designs.

Unit pricing for the contract(s) will be adjusted annually with adjustments corresponding to fluctuations for Producer Price Index by Industry: Electric Lighting Equipment Manufacturing (PCU33513351), Not Seasonally Adjusted. In addition, JEA and the Respondents are willing to entertain any cost adjustments on more frequent PPI adjustment or manufacturer direct pass through price increase if properly documented and verified to be justifiable

in nature. This should provide mechanisms for both JEA and suppliers to adequately maneuver if the current market while still maintaining the overall intent of the solicitation.

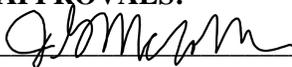
Procurement tracks two different types of savings. The total cost difference is comparing the current pricing with the proposed pricing (+/-). The total sourcing savings is determined by negotiations, BAFO savings and value added savings. Below is the breakdown:

- **Total cost difference:** \$2,835,835.25

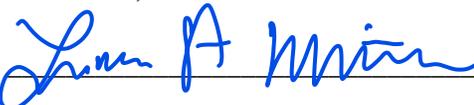
1410283446-21 - Request approval to award contracts to Stuart C Irby CO in the amount of \$3,725,329.20, Gresco Supply, Inc. in the amount of \$5,802,559.00 and Electric Supply Inc. in the amount of \$3,025,313.00 for the supply of Streetlight Material for JEA Inventory Stock, for a total not-to-exceed amount of \$12,553,201.20, subject to the availability of lawfully appropriated funds.

Manager: Keeler, Jessica – Inventory Planning Manager
Director: McCollum, Jenny – Director, Procurement Services
VP: McElroy, Alan – VP Supply Chain & Operations Support

APPROVALS:

 _____ 07/01/2021

Chairman, Awards Committee **Date**

 _____ 7/2/21

Budget Representative **Date**

	Electric Supply	Irby	Gresco		
Streetlight Materials for JEA Inventory Stock Bid Summary					
Streetlight Material Bid Grouping	Three (3) Year Total Proposed Bid Cost	Three (3) Year Total Proposed Bid Cost	Three (3) Year Total Proposed Bid Cost		
Poles & Brackets	\$2,194,475.00	\$3,436,746.09	\$0.00		
Primary Lights	\$6,667,594.00	\$6,124,866.18	\$5,802,559.00		
Decorative Lights	\$302,733.00	\$3,039,142.81	\$0.00		
Accessories	\$525,415.00	\$724,103.04	\$0.00		
POLLP001	\$0.00	\$10,448.58	\$0.00		
Total	\$9,690,217.00	\$13,335,306.70	\$5,802,559.00		
Streetlight Materials for JEA Inventory Stock Award Summary					
Streetlight Material Bid Grouping	Three (3) Year Total Proposed Award Cost	Three (3) Year Total Proposed Award Cost	Three (3) Year Total Proposed Award Cost	Estimated Bid Value	Savings (Negative are Increases)
Poles & Brackets	\$0.00	\$3,436,746.09	\$0.00	\$2,302,177.66	(\$1,134,568.43)
Primary Lights	\$0.00	\$0.00	\$5,802,559.00	\$7,387,220.63	\$1,578,825.73
Decorative Lights	\$2,499,898.00	\$136,876.38	\$0.00	\$5,021,563.48	\$2,385,056.10
Accessories	\$525,415.00	\$141,258.15	\$0.00	\$677,815.96	\$8,729.43
POLLP001	\$0.00	\$10,448.58	\$0.00	\$8,241.00	(\$2,207.58)
NTE Value	\$ 3,025,313.00	\$ 3,725,329.20	\$ 5,802,559.00	\$15,397,018.73	\$2,835,835.25
Award NTE				\$ 12,553,201.20	



Formal Bid and Award System

Award #3 July 1, 2021

Type of Award Request: MISCELLANEOUS
Requestor Name: Connolly, Eileen M. - Real Estate Coordinator
Requestor Phone: 904-665-4325
Project Title: Knickerbocker Properties, Inc. – Easement Acquisition
Project Number: 8004887
Project Location: JEA
Funds: Capital
Budget Estimate: N/A

Scope of Work:

JEA has negotiated an easement purchase with Knickerbocker Properties, Inc., for a water line to serve the Deerwood Water Treatment Plant.

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

RECOMMENDED AWARDEE(S):

Owner	Contact Name	Address	Amount
KNICKERBOCKER PROPERTIES, INC. XX, A DELAWARE CORPORATION	George Tietjen	1251 Avenue of the Americas New York, NY 10020	\$84,200.00

Amount for entire term of Contract/PO: \$84,200.00*
Award Amount for remainder of this FY: \$84,200.00*
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 07/02/2021
End Date (mm/dd/yyyy): Project Completion
JSEB Requirement: N/A – Real Estate Directive

Background/Recommendations:

The JEA Procurement Code Exemptions in Section 2-201 includes purchases of Real Estate. The Real Estate Services Procurement Directive requires Awards Committee approval for Real Estate purchases of \$50,000.00 to \$500,000.00.

Several years ago, JEA installed a water line crossing the St. Johns River as part of the Total Water Management Plan Project. The project's final connection was a water plant in the Arlington area near Southside Blvd and Bradley Road. JEA is now connecting this pipeline from the Bradley Road station to the Deerwood WTP off Southside Blvd. Portions of the route will utilize a section of a JEA utility corridor. The corridor is 150 feet wide and JEA only has an electric easement interest in the easterly 75 feet. As part of this project, JEA is acquiring additional easement rights to install this pipeline and any

future pipelines in the easterly 75 feet of the corridor. JEA has acquired and continues to acquire the additional easements rights necessary from property owners along the project route.

JEA has negotiated an easement with an apartment complex owner, Knickerbocker Properties, Inc.

*JEA has agreed to the following terms:

1. Pay the appraised value of \$54,200.00 for the additional easement rights
2. Pay the seller's attorney fees, not to exceed \$10,000.00
3. Pay an additional \$20,000.00 for the owner to install a fence along the easement boundary

The Real Property Procurement Officer and OGC have reviewed and approved the purchase agreement. Real Estate Services requests approval of the acquisition as outlined in the respective purchase agreement to support the water line project. The Purchase and Sale Agreement, survey, and appraisal have been attached as back up.

Request approval of purchase from Knickerbocker Properties, Inc. for the subject property – Easement Acquisition Purchase in the amount of \$54,200.00, seller's attorney fees in a not to exceed amount of \$10,000.00, and \$20,000.00 for fence installation for a total not to exceed amount of \$84,200.00, subject to the availability of lawfully appropriated funds.

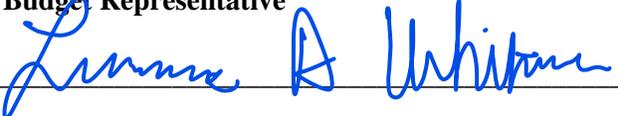
Director: Pope, Jordan A. - Dir Real Estate Services

Chief: Dutton, Laura. - Chief Strategy Officer

APPROVALS:

 07/01/2021

Chairman, Awards Committee **Date**

Budget Representative **Date**
 7/2/21

Project: SIPS – Deerwood to Greenland
RE Parcel #: 167727-0840

JEA
EASEMENT PURCHASE AGREEMENT

THIS EASEMENT PURCHASE AGREEMENT is made and entered as of the date on which the latter of the parties hereto executes this Agreement (the “Effective Date”) by and between **JEA**, a body politic and corporate (“Buyer”), and **Knickerbocker Properties, Inc. XX**, a Delaware corporation (“Seller”).

WITNESSETH:

For and in consideration of the mutual covenants and conditions herein contained, Seller hereby agrees to sell and Buyer hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

1. Grant of Easement.
At Closing, Buyer and Seller shall enter into a Grant of Easement in the form set forth in Exhibit A attached hereto. The real property described in the Grant of Easement shall be referred to hereinafter as the “Easement Property” upon which Buyer intends to locate water line facilities (the “Facilities”).
2. Purchase Price and Fence Payment.
The Buyer shall pay Seller the sum of \$54,200.00, in cash or other good funds available for immediate disbursement, hereinafter the “Purchase Price,” for the Grant of Easement at Closing. In addition to the Purchase Price, Buyer shall also pay to Seller at Closing the additional amount of \$20,000.00, such funds intended to be used by Seller for Seller’s installation of a fence along the Eastern boundary of the Easement Property (the “Fence”).
3. Inspection; Indemnification.
Buyer has completed any inspections of the Easement Property as of the date hereof. Subject to the provisions and limitations of Section 768.28, Florida Statutes, Buyer shall indemnify and hold Seller harmless from and against losses, damages and expenses incurred arising from the entry on and inspection of the Easement Property by Buyer, its contractors or subcontractors, and their successors and assigns. The indemnity obligations contained in this section shall survive the Closing.
4. Consent.
Buyer will obtain the written consent of the grantor or its successor in interest under that certain Special Warranty Deed dated January 5, 1996 recorded in Official Records Book 8253, Page 2210, Public Records of Duval County, Florida, to the construction of the Facilities and the Fence, which written consent shall be reasonably satisfactory to Seller.
5. Conveyance Documents.
Seller and Buyer shall execute the Grant of Easement and cause the Grant of Easement to be recorded in the Public Records of Duval County, Florida at Closing.
6. Real Estate Commission.
Buyer and Seller each hereby represent that there are no brokers involved or that have a right to proceeds in this transaction. Seller and Buyer each hereby agree to indemnify and hold the other

harmless from all loss, cost, damage or expense (including reasonable attorneys' fees at both trial and appellate levels) incurred by the other as a result of any claim arising out of the acts of the indemnifying party (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with such party. The representations, warranties and indemnity obligations contained in this section shall survive the Closing.

7. Closing.

The consummation of the transaction contemplated hereby for the purchase of the Grant of Easement shall take place on the Effective Date by mail and remote delivery of documents and Purchase Price to escrow and through escrow at the offices of Edwards Cohen, 200 W. Forsyth Street, Suite 1300, Jacksonville, Florida 32202.

8. Documents to be delivered at Closing.

Seller and Buyer shall deliver at Closing:

A. Grant of Easement attached as Exhibit A.

Seller shall deliver to Buyer at Closing:

B. Consent and Joinder of any mortgage holder.

C. A certification that Seller is not a foreign person for purposes of Section 1445, Internal Revenue Code.

D. An Owners No Lien and Possession Affidavit.

E. Any other documentation reasonably required to consummate the transaction.

9. Closing Costs.

Closing costs shall be paid by SELLER or Buyer as indicated.

(Check Where Applicable):

	SELLER	BUYER
(a) documentary stamps	X	
(b) Seller's attorneys' fees	X*	
(c) Buyer's attorneys' fees		X
(d) recording fees for curative documents		X
(e) recording fees for easements		X
(f) survey		X
(g) title commitment and policy		X
(h) Phase I and Phase II environmental site assessments.		X

*At Closing, Buyer shall reimburse Seller for reasonable attorneys' fees incurred by Seller in connection with this Agreement and the Grant of Easement, up to a cap of \$10,000.00.

10. Notices.

Any notice that a party shall give hereunder shall be effective if in writing and delivered personally to the other party or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To Buyer: JEA, Real Estate
21 W. Church Street
Jacksonville, FL 32202
Attention: Eileen Connolly

With Copy to: Edwards Cohen

200 W. Forsyth St., Suite 1300
Jacksonville, FL 32202
Attention: Brian Dawes, Esq.

To Seller: Knickerbocker Properties, Inc. XX
Sentinel Real Estate Corporation
1251 Avenue of the Americas
New York, NY 10020
Attention: George Tietjen

With Copy to: Seward & Kissel LLP
1 Battery Park Plaza, FL 21
New York, NY 10004
Attention: Rhona J. Kisch

And

Macfarlane Ferguson & McMullen, P.A.
201 N. Franklin Street, Suite 2000
Tampa, FL 33602
Attention: Ellen M. Macfarlane

11. Reserved.

12. Counterparts.

This Agreement may be executed in one or more inked or electronically signed counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures on this Agreement which are transmitted by electronically shall be valid for all purposes, however any party shall deliver an original signature on this Agreement to the other party upon request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the dates stated below.

BUYER:

JEA, a body politic and corporate

By: _____
Jordan Pope
Director, Real Estate Services

Date: _____

SELLER:

Knickerbocker Properties, Inc. XX, a Delaware corporation

By: _____

Print: _____

Its: _____

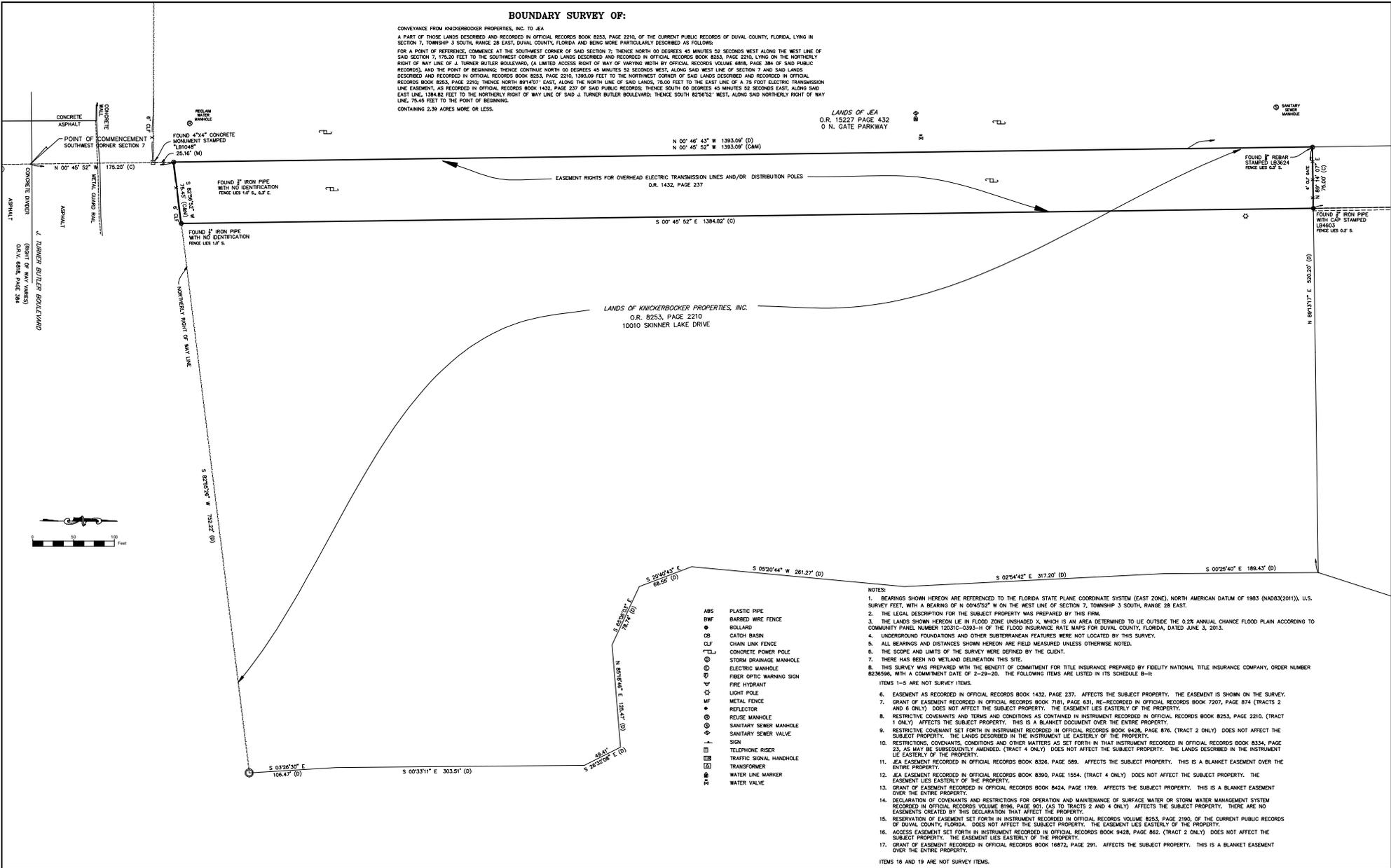
Date: _____

EXHIBIT A (To Purchase Agreement)

[attach easement form]

BOUNDARY SURVEY OF:

CONVEYANCE FROM KNUCKERBOCKER PROPERTIES, INC. TO JEA
 A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8253, PAGE 2210, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 00 DEGREES 45 MINUTES 52 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 7, 176.20 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8253, PAGE 2210, LYING ON THE NORTHERLY RIGHT OF WAY LINE OF J. TURNER BUTLER BOULEVARD, (A LIMITED ACCESS RIGHT OF WAY OF VARYING WIDTH BY OFFICIAL RECORDS VOLUME 6818, PAGE 384 OF SAID PUBLIC RECORDS); AND THE POINT OF BEGINNING, THENCE CONTINUE NORTH 00 DEGREES 45 MINUTES 52 SECONDS WEST, ALONG SAID WEST LINE OF SECTION 7 AND SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8253, PAGE 2210, 1384.08 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8253, PAGE 2210; THENCE NORTH 89°04'11" EAST, ALONG THE NORTH LINE OF SAID LANDS, 76.00 FEET TO THE EAST LINE OF A 75 FOOT ELECTRIC TRANSMISSION LINE EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1432, PAGE 237 OF SAID PUBLIC RECORDS; THENCE SOUTH 00 DEGREES 45 MINUTES 52 SECONDS EAST, ALONG SAID EAST LINE, 1384.82 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID J. TURNER BUTLER BOULEVARD; THENCE SOUTH 82°56'52" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 76.45 FEET TO THE POINT OF BEGINNING.
 CONTAINING 2.39 ACRES MORE OR LESS.



- NOTES:
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83(2011)), U.S. SURVEY FEET, WITH A BEARING OF N 00°45'52" W ON THE WEST LINE OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 28 EAST.
 - THE LEGAL DESCRIPTION FOR THE SUBJECT PROPERTY WAS PREPARED BY THIS FIRM.
 - THE LANDS SHOWN HEREON LIE IN FLOOD ZONE UNSHADED X, WHICH IS AN AREA DETERMINED TO LIE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAN ACCORDING TO COMMUNITY PANEL NUMBER 120510-0353-H OF THE FLOOD INSURANCE RATE MAPS FOR DUVAL COUNTY, FLORIDA, DATED JUNE 3, 2013.
 - UNDERGROUND FOUNDATIONS AND OTHER SUBTERRANEAN FEATURES WERE NOT LOCATED BY THIS SURVEY.
 - ALL BEARINGS AND DISTANCES SHOWN HEREON ARE FIELD MEASURED UNLESS OTHERWISE NOTED.
 - THE SCOPE AND LIMITS OF THE SURVEY WERE DEFINED BY THE CLIENT.
 - THERE HAS BEEN NO NETLAND DELINEATION THIS SITE.
 - THIS SURVEY WAS PREPARED WITH THE BENEFIT OF COMMITMENT FOR TITLE INSURANCE PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NUMBER 8236596, WITH A COMMITMENT DATE OF 2-29-20. THE FOLLOWING ITEMS ARE LISTED IN ITS SCHEDULE B-II:
 - ITEMS 1-5 ARE NOT SURVEY ITEMS.
 - EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1432, PAGE 237. AFFECTS THE SUBJECT PROPERTY. THE EASEMENT IS SHOWN ON THE SURVEY.
 - GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 7181, PAGE 831, RE-RECORDED IN OFFICIAL RECORDS BOOK 7207, PAGE 874 (TRACTS 2 AND 6 ONLY) DOES NOT AFFECT THE SUBJECT PROPERTY. THE EASEMENT LIES EASTERLY OF THE PROPERTY.
 - RESTRICTIVE COVENANTS AND TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 8253, PAGE 2210 (TRACT 1 ONLY) AFFECTS THE SUBJECT PROPERTY. THIS IS A BLANKET DOCUMENT OVER THE ENTIRE PROPERTY.
 - RESTRICTIVE COVENANT SET FORTH IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 8426, PAGE 876. (TRACT 2 ONLY) DOES NOT AFFECT THE SUBJECT PROPERTY. THE LANDS DESCRIBED IN THE INSTRUMENT LIE EASTERLY OF THE PROPERTY.
 - RESTRICTIONS, COVENANTS AND OTHER MATTERS AS SET FORTH IN THAT INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 8354, PAGE 253 AS MAY BE SUBSEQUENTLY AMENDED, (TRACT 4 ONLY) DOES NOT AFFECT THE SUBJECT PROPERTY. THE LANDS DESCRIBED IN THE INSTRUMENT LIE EASTERLY OF THE PROPERTY.
 - SEA EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 8326, PAGE 589. AFFECTS THE SUBJECT PROPERTY. THIS IS A BLANKET EASEMENT OVER THE ENTIRE PROPERTY.
 - SEA EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 8390, PAGE 1554. (TRACT 4 ONLY) DOES NOT AFFECT THE SUBJECT PROPERTY. THE EASEMENT LIES EASTERLY OF THE PROPERTY.
 - GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 8424, PAGE 1769. AFFECTS THE SUBJECT PROPERTY. THIS IS A BLANKET EASEMENT OVER THE ENTIRE PROPERTY.
 - DECLARATION OF COVENANTS AND RESTRICTIONS FOR OPERATION AND MAINTENANCE OF SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM RECORDED IN OFFICIAL RECORDS VOLUME 8196, PAGE 951. (AS TO TRACTS 2 AND 4 ONLY) AFFECTS THE SUBJECT PROPERTY. THERE ARE NO EASEMENTS CREATED BY THIS DECLARATION THAT AFFECT THE PROPERTY.
 - RESERVATION OF EASEMENT SET FORTH IN INSTRUMENT RECORDED IN OFFICIAL RECORDS VOLUME 8253, PAGE 2190, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. DOES NOT AFFECT THE SUBJECT PROPERTY. THE EASEMENT LIES EASTERLY OF THE PROPERTY.
 - ACCESS EASEMENT SET FORTH IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 8428, PAGE 862. (TRACT 2 ONLY) DOES NOT AFFECT THE SUBJECT PROPERTY. THE EASEMENT LIES EASTERLY OF THE PROPERTY.
 - GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 16872, PAGE 291. AFFECTS THE SUBJECT PROPERTY. THIS IS A BLANKET EASEMENT OVER THE ENTIRE PROPERTY.
 - ITEMS 18 AND 19 ARE NOT SURVEY ITEMS.

SURVEY DATE: MARCH 10, 2020	DRAWING DATE: MARCH 13, 2020
FIELD BOOK: 875, PAGE(S) 68	DRAWING SCALE: 1" = 50'
DRAFTED BY: BDC	REVISION DATE:
CHECKED BY: GRN	
COMPUTER FILE: 2020091 JEA SIPS I.DWG	
JOB FILE No. 2020091	

2131 CORPORATE SQUARE BOULEVARD,
 JACKSONVILLE, FL 32216
 904-722-0400
 FAX 904-722-0402
 DEGROVE@DEGROVE.COM
 LICENSED BUSINESS NUMBER L.B.4603



THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 5J-17.051 & 5J-17.052, F.A.C.

BRENDA D. CATONE, P.S.M., FLORIDA CERTIFICATION NO. 5447

NOTICE:
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFIED TO:

JEA

June 15, 2020

Ms. Eileen Connolly
Real Estate Coordinator
JEA
21 West Church Street
Jacksonville, Florida 32202

RE: Appraisal of: The Colony at Deerwood Apartments
10010 Skinner Lake Drive
Jacksonville, Duval County, Florida
CBRE, Inc. File No. 20-341SE-2478-2

Dear Ms. Connolly:

At your request and authorization, I have prepared an appraisal of the market value of the referenced property. The analysis is presented in the following Appraisal Report.

The subject is a 336-unit multi-family mid/high rise property located at 10010 Skinner Lake Drive in Jacksonville, Florida. The property consists of sixteen, three-story apartment buildings. The improvements were constructed in 1996, renovated in 2014 and are situated on a 19.27-acre site.

This Appraisal Report will consider "land and affected improvements only" within a Before, Acquisition and Remainder analysis. In the context of this appraisal, affected improvements refer to those site improvements located within the area of the proposed acquisition. Therefore, only the Sales Comparison Approach "as vacant" will be utilized for the valuation of the parent tract. The remainder appraisal is to provide an opinion of the market value of the remainder property (land only), assuming the proposed JEA utility easement is in place. This is considered a hypothetical condition.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of May 20, 2020, is \$54,200.

Market value should be allocated as follows:

MARKET VALUE ALLOCATION	
	Permanent Easement
Land	\$54,200
Improvements	\$0
Net Damages &/or Cost to Cure	\$0
Total	\$54,200

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, please contact me.

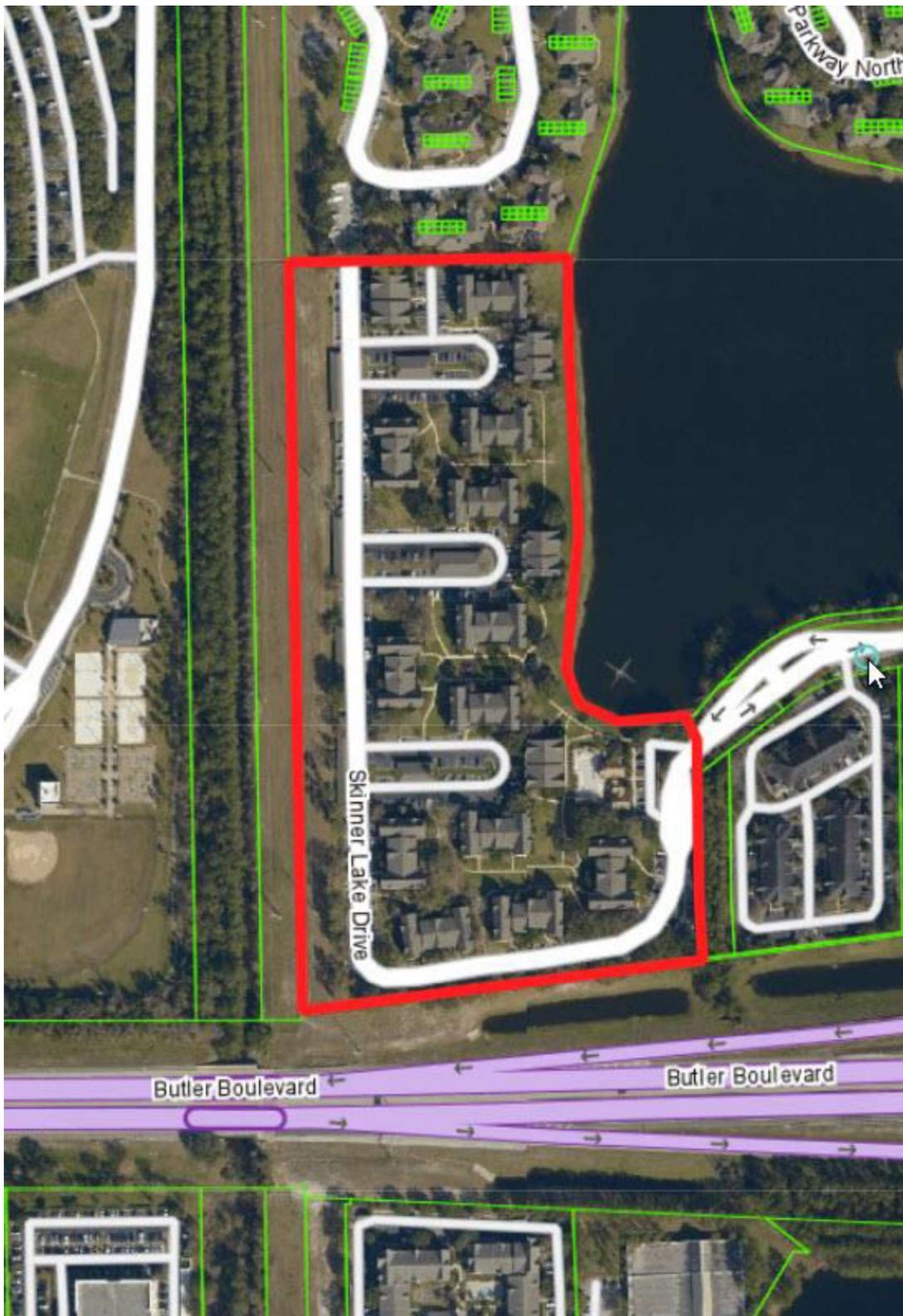
Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Nick Chop, MAI, R/W-AC
Director – Southeast Division
Cert Gen RZ2660
Phone: +1 9043672011
Email: Nick.Chop@cbre.com

Subject Photographs



Aerial View

Executive Summary

Property Name	The Colony at Deerwood Apartments		
Location	10010 Skinner Lake Drive Jacksonville, Duval County, FL 32246		
Parcel Number(s)	167727-0840, 167727-0845, 167727-0860, 167727-0885 & 167727-0890		
Client	JEA		
Highest and Best Use	Multifamily		
As If Vacant	Fee Simple Estate		
Property Rights Appraised	Fee Simple Estate		
Date of Report	May 27, 2020		
Date of Formal Inspection	April 18, 2020		
Date of Most Recent Inspection	May 20, 2020		
Date of Value	May 20, 2020		
Estimated Exposure Time	9 Months		
Estimated Marketing Time	12 Months		
Land Area	19.270 AC		839,401 SF
Permanent Easement	2.390 AC		104,108 SF
Unencumbered Remainder Land Area	16.880 AC		735,293 SF
Zoning	RMD-D		
Improvements			
Property Type	Multifamily		(Multi-Family Mid/High Rise)
Number of Buildings	16		
Number of Stories	3		
Net Rentable Area	316,368 SF		
Number of Units	336		
Average Unit Size	942 SF		
Year Built	1996	Renovated:	2014
Buyer Profile	Developer		
VALUATION		Total	Per Unit
Land Value		\$8,196,250	\$26,000

ALLOCATED MARKET VALUE

	Permanent Easement
Land	\$54,200
Improvements	\$0
Net Damages &/or Cost to Cure	\$0

 Compiled by CBRE

The appraisal of real estate includes an analysis of market conditions. As of the date of this report the COVID-19 viral pandemic is actively affecting the U.S. population, and continues to grow in its impact worldwide. At this time, the impact COVID-19 could have on the real estate market in the region is currently unknown and unquantifiable.

Comparable transactions and market evidence since the pandemic began are limited. My valuation is based on the information available to us at the date of valuation. While I have taken all reasonable steps to estimate the effect on the property, due to the significant uncertainty in property and capital markets and the rapid unfolding of these events it is difficult to quantify and assess the impact that the pandemic has had on values, if any. The value conclusions contained in this report only reflect data available as of the effective date of this appraisal.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”¹

- None

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis.”²

- The purpose of the remainder appraisal is to provide an opinion of the market value of the remainder property after the taking, assuming the improvements associated with the proposed project have been completed.

The use of a hypothetical condition may have affected the assignment results.

OWNERSHIP AND PROPERTY HISTORY

OWNERSHIP SUMMARY	
Item	Current
Current Ownership	
Owner:	Knickerbocker Properties, Inc.
Seller:	Archstone Communities Trust
Purchase Price:	\$20,682,000
Transaction Date:	Sep 28, 1999
Legal Reference:	Book 9428 Page 8897
County/Locality Name:	Duval

¹ The Appraisal Foundation, *USPAP, 2020-2021*

² The Appraisal Foundation, *USPAP, 2020-2021*

The previous sale of the subject property was the sale of the improved apartment complex and its associated income stream. This analysis is the fee simple market value of the underlying land value and any affected site improvements within the proposed permanent easement area. I did not value the existing multifamily improvements within this analysis and therefore have not concluded an opinion of the terms of the above-mentioned sale.

EXPOSURE/MARKETING TIME

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone. In consideration of these factors, I have analyzed the following:

- the opinions of market participants.

The following table presents the information derived from these sources.

EXPOSURE/MARKETING TIME DATA			
Investment Type	Exposure/Mktg. (Months)		
	Range		Average
Local Market Professionals	6.0	- 12.0	9.0
Exposure Time Estimate	9 Months		
Marketing Period Estimate	12 Months		



Formal Bid and Award System

Award #4 July 1, 2021

Type of Award Request: CONTRACT AMENDMENT
Requestor Name: May, Andy R.
Requestor Phone: (904) 665-4510
Project Title: Construction Management-at-Risk (CMAR) Services for the Southwest Water Reclamation Facility (WRF) Expansion
Project Number: 8005555
Project Location: JEA
Funds: Capital
Budget Estimate: \$3,980,141.00

Scope of Work:

JEA requests Proposals from interested and qualified Proposers to provide CMAR pre-construction services during design, and construction services for the Southwest WRF Expansion to 16 millions of gallons per day (MGD) project. This project is needed to meet wastewater flow demands in the Southwest services territory.

JEA IFB/RFP/State/City/GSA#: 125-19
CPA# 187261
Purchasing Agent: Kruck, Daniel R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
GARNEY COMPANIES INC.	Dave Hall	dhall@garney.com	133 NW Vivion Road, Kansas City, MO 64118-4554	(407) 877- 5912	\$4,000,365.00

Amount of Original Award: \$704,232.00
Date of Original Award: 12/19/2019
Contract Increase Amount: \$4,000,365.00

List of Previous Change Order/Amendments:

CPA #	Amount	Date	Reason
187261	\$2,789,909.00	08/26/2020	Purchase of ultra-violet (UV) Equipment
187261	\$3,206,159.00	03/11/2021	Installation of UV Equipment

New Not-To-Exceed Amount: \$10,700,665.00
Length of Contract/PO Term: Project Completion
Begin Date: 01/03/2020
End Date: Project Completion (Expected: January 2024)
JSEB Requirement: Optional at time of Proposal
Comments on JSEB Requirements:

Most of the JSEB opportunities in the projects scope of work will happen during the final Guaranteed Maximum Price (GMP). Each GMP is reviewed to determine an appropriate JSEB goal.

Original Award

N/A

This Contract Increase

N/A

Background/Recommendations:

Originally bid and approved by Awards Committee on 12/19/2019 in the amount of \$704,232.00 for pre-construction services to Garney Companies Inc. Subsequent contract increases were approved by the Awards Committee on 08/26/2020 and 03/11/2021 for interim GMPs of the purchase and installation of the UV system. A copy of the previous awards are attached as backup.

Negotiations with Garney Companies Inc. were successfully completed for the purchase of major process treatment equipment due to long delivery lead times. A copy of the GMP-3 quote overview is attached as backup. This GMP is approximately 0.5% above JEA's estimate and deemed reasonable. This interim GMP includes the purchase of the items listed below:

- Blowers
- Vortex grit removal units
- Grit pumps
- Influent plate screens
- Secondary clarifier rakes and drives
- Coarse and fine bubble disc diffusers
- Large bubble compressed air mixing system

As design progresses for the other aspects of the overall Southwest WRF expansion, additional GMPs will be brought before the Awards Committee.

Summary of increases and GMPs to date:

Date	Description	Amount
12/19/2019	Initial award for pre-construction services	\$704,232.00
08/26/2020	Interim GMP-1 for purchase of the UV equipment	\$2,789,909.00
03/11/2021	Interim GMP-2 for installation of the UV equipment	\$3,141,330.00
03/11/2021	Additional three months of pre-construction services	\$64,829.00
07/01/2021	Interim GMP-3 for purchase of major process equipment	\$4,000,365.00
Total Proposed NTE		\$10,700,665.00

Request approval to award a change order to Garney Companies Inc., for the purchase of major process equipment as part of the Southwest Water Reclamation Facility (WRF) Expansion in the amount of \$4,000,365.00, for a new not-to-exceed amount of \$10,700,665.00, subject to the availability of lawfully appropriated funds.

Manager: Collier, Bradley W. - Mgr Project Management

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

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

APPROVALS:

J. McCall

07/01/2021

Chairman, Awards Committee

Date

Laura A. Winton

7/2/21

Budget Representative

Date



Formal Bid and Award System

Award #3 December 19, 2019

Type of Award Request: PROPOSAL (RFP)
Request #: 6669
Requestor Name: Hawk, Thomas C.
Requestor Phone: (904) 665-8829
Project Title: Construction Management-at-Risk (CMAR) Services for the Southwest Water Reclamation Facility (WRF) Expansion - Phase 1
Project Number: 8005555
Project Location: JEA
Funds: Capital
Budget Estimate: \$846,990.00 (Phase 1 Estimate)
Scope of Work:

JEA requests Proposals from interested and qualified Proposers to provide CMAR pre-construction services during design, and construction services for the Southwest WRF Expansion to 18 millions of gallons per day (MGD) project. This project is needed to meet wastewater flow demands in the Southwest services territory.

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

- Customer Value: Improve customer's service by providing additional capacity and reliable operation
- Community Value: Provide additional capacity and redundancy to meet existing and future growth in the service area
- Environmental Value: Provide high level treatment of wastewater to produce a high quality and consistent effluent for discharge to the St. Johns River while meeting the most current resiliency requirements
- Financial Value: Will provide the most energy efficient process equipment and upgrades to improve operations and reduce energy requirements

JEA IFB/RFP/State/City/GSA#: 125-19
Purchasing Agent: Kruck, Daniel R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
GARNEY COMPANIES INC.	Dave Hall	dhall@garney.com	133 NW Vivion Road, Kansas City, MO 64118-4554	(407) 877-5912	\$704,232.00

Amount for entire term of Contract/PO: \$704,232.00
Award Amount for remainder of this FY: \$704,232.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 01/03/2020
End Date (mm/dd/yyyy): Project Completion (Expected: March 2023)
JSEB Requirement: Optional for Phase 1
Comments on JSEB Requirements:

No JSEB participation in Phase 1. Contractor will meet JSEB goals during Phase 2.

PROPOSERS:

Name	Amount	Rank
GARNEY COMPANIES INC.	\$704,232.00	1
WHARTON-SMITH, INC.	N/A	2
BRASFIELD & GORRIE, LLC	N/A	3
THE HASKELL COMPANY	N/A	4
CLARK CONSTRUCTION GROUP, LLC	N/A	5
PC CONSTRUCTION COMPANY	N/A	6
ULLIMAN SCHUTTE CONSTRUCTION LLC	N/A	7

Background/Recommendations:

Advertised on 07/25/2019. Nine (9) prime companies attended the mandatory pre-proposal meeting held on 05/30/2019. At proposal opening on 08/27/2019, JEA received seven (7) Proposals. The public evaluation meeting was held on 09/25/2019 and JEA deemed Garney Companies Inc. most qualified to perform the work. A copy of the evaluation matrix and negotiated fees are attached as backup.

Negotiations with Garney Companies Inc. were successfully completed for Phase 1 of this project. Phase 1 consists of developing the project schedule, design and constructability reviews, developing work packages, value engineering and developing the Guaranteed Maximum Price (GMP). These preconstruction costs are 1% of the estimated total construction costs and deemed reasonable (typically 0.5% - 3% of total construction costs). If negotiations for the final GMP are not successful, JEA reserves the right not to proceed with construction with this contractor. The contractor reviewed the 10% design estimate and deemed it reasonable for this project.

The project details are below:

- Planning Project Budget: \$65,501,000.00
 - Engineering Budget: \$5,647,000.00
 - Construction Budget: \$56,466,000.00
 - Internal JEA Costs: \$3,388,000.00
- Revised Project Budget (10% Design): \$77,035,660.00
 - Engineering Budget (CDM Smith): \$8,321,810.00
 - Phase 1: \$732,210.00
 - Phase 2: \$7,589,600.00
 - Construction Budget (Garney Companies): \$65,586,178.00
 - **Phase 1: \$704,232.00 (this award)**
 - Phase 2: \$64,881,946.00
 - Internal JEA Costs: \$3,127,672
- Original Project Schedule:
 - Engineering Completion: August 2020
 - Construction Completion: May 2023
- Revised Schedule:
 - Engineering Completion: December 2020
 - Construction Completion: October 2023

Major Changes/Issues

The original construction estimate of \$65.5M was derived from the project definition that only accounted for treatment process expansion. Upon project steering committee review, additional scope was added to the project (listed below). The scope addition and subsequent engineering and indirect costs were the cause for the budget increase to \$77M. This estimate is the engineer's opinion of probable construction cost at 10% design. Once the CMAR contract is awarded, they will be responsible for providing construction estimates at 30% and 60% design leading up to a GMP.

Additional Southwest WRF Projects

1. New Electrical Building #1 - \$588,804: Preliminary design indicated that a new electrical building would be more economical than replacing/upgrading current electrical system
2. Additional Instrumentation and Control - \$1,855,922: Preliminary design indicated that it is more economical to replace existing plant controls using a fiber optic loop rather than patch together new controls with existing
3. New Administration Building - \$4,867,028: Originally planned for rehabilitation by facilities and transferred to this project per facilities request. It was determined that it would be a larger added value to build new buildings rather than rehab the existing due to space limitations.
4. New Workshop Building - \$1,740,478: Originally planned for rehabilitation by facilities and transferred to this project per facilities request. It was determined that it would be a larger added value to build new buildings rather than rehab the existing due to space limitations.

A breakdown of the increases in costs is shown below.

Construction Costs: \$9,052,232

Engineering Costs: \$1,457,409

Total Increases: \$10,509,641

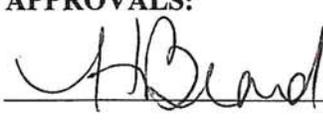
125-19 – Request approval to award a contract to Garney Companies Inc., for pre-construction services for the Southwest Water Reclamation Facility Expansion to 18 MGD project in the amount of \$704,232.00, subject to the availability of lawfully appropriated funds.

Manager: Collier, Bradley W. - Mgr Project Management

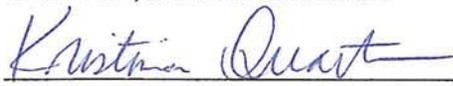
Director: Conner, Sean M. – Dir W/WW Project Engineering & Construction

VP: Calhoun, Deryle I. - VP/GM Water Wastewater Systems

APPROVALS:

 12/19/19

Chairman, Awards Committee **Date**

 12/19/19

Manager, Operating Budgets **Date**



Formal Bid and Award System

Award #6 August 13, 2020

Type of Award Request: CONTRACT INCREASE
Requestor Name: Hawk, Thomas C.
Requestor Phone: (904) 665-8829
Project Title: Construction Management-at-Risk (CMAR) Services for the Southwest Water Reclamation Facility (WRF) Expansion
Project Number: 8005555
Project Location: JEA
Funds: Capital
Budget Estimate: \$3,166,057.00

Scope of Work:

JEA requests Proposals from interested and qualified Proposers to provide CMAR pre-construction services during design, and construction services for the Southwest WRF Expansion to 16 millions of gallons per day (MGD) project. This project is needed to meet wastewater flow demands in the Southwest services territory.

JEA IFB/RFP/State/City/GSA#: 125-19
CPA# 187260
Purchasing Agent: Kruck, Daniel R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
GARNEY COMPANIES INC.	Dave Hall	dhall@garney.com	133 NW Vivion Road, Kansas City, MO 64118-4554	(407) 877- 5912	\$2,789,909.00

Amount of Original Award: \$704,232.00
Date of Original Award: 12/19/2019
Contract Increase Amount: \$2,789,909.00
New Not-To-Exceed Amount: \$3,494,141.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 01/03/2020
End Date (mm/dd/yyyy): Project Completion (Expected: January 2024)
JSEB Requirement: Optional

Comments on JSEB Requirements:
Original Award

N/A

This Contract Increase

N/A

Background/Recommendations:

Originally bid and approved by Awards Committee on 12/19/2019 in the amount of \$704,232.00 for pre-construction services to Garney Companies Inc. A copy of the original award is attached as backup.

Negotiations with Garney Companies Inc. were successfully completed for the ultra-violet (UV) disinfection equipment procurement. Design for the UV system is not yet at the 60% design stage, however, due to the long lead time for UV disinfection equipment JEA requested an early guaranteed maximum price (GMP) for the equipment once the equipment was selected. The installation of the UV equipment will be included in a future GMP amendment once the design has progressed. The negotiated price of \$2,789,909.00 is approximately 11.9% below the estimate due to negotiations between Garney Companies Inc. and the equipment supplier and deemed reasonable. A copy of the quote is attached as backup. As design progresses for the other aspects of the overall Southwest WRF expansion, additional GMPs will be brought before the Awards Committee.

The contract increase spend details are below:

- FY21: \$2,789,909.00

Request approval to award a change order to Garney Companies Inc., for the purchase of the UV equipment as part of the Southwest Water Reclamation Facility (WRF) Expansion in the amount of \$2,789,909.00, for a new not-to-exceed amount of \$3,494,141.00, subject to the availability of lawfully appropriated funds.

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

APPROVALS:

 08/13/2020

Chairman, Awards Committee **Date**

 8/17/2020

Budget Representative **Date**



Formal Bid and Award System

Award #3 March 11, 2021

Type of Award Request: CONTRACT AMENDMENT
Requestor Name: Hawk, Thomas C.
Requestor Phone: (904) 665-8829
Project Title: Construction Management-at-Risk (CMAR) Services for the Southwest Water Reclamation Facility (WRF) Expansion
Project Number: 8005555
Project Location: JEA
Funds: Capital
Budget Estimate: \$3,350,000.00

Scope of Work:

JEA requests Proposals from interested and qualified Proposers to provide CMAR pre-construction services during design, and construction services for the Southwest WRF Expansion to 16 millions of gallons per day (MGD) project. This project is needed to meet wastewater flow demands in the Southwest services territory.

JEA IFB/RFP/State/City/GSA#: 125-19
CPA# 187261
Purchasing Agent: Kruck, Daniel R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
GARNEY COMPANIES INC.	Dave Hall	dhall@garney.com	133 NW Vivion Road, Kansas City, MO 64118-4554	(407) 877- 5912	\$3,206,159.00

Amount of Original Award: \$704,232.00
Date of Original Award: 12/19/2019
Contract Increase Amount: \$3,206,159.00

List of Previous Change Order/Amendments:

CPA #	Amount	Date
187260	\$2,789,909.00	08/13/2020

New Not-To-Exceed Amount: \$6,700,300.00
Length of Contract/PO Term: Project Completion
Begin Date: 01/03/2020
End Date: Project Completion (Expected: January 2024)
JSEB Requirement: Optional at time of Proposal

Comments on JSEB Requirements:

Most of the JSEB opportunities in the projects scope of work will happen during the final GMP. Each GMP is reviewed to determine an appropriate JSEB goal.

Original Award

N/A

This Contract Increase

N/A

Background/Recommendations:

Originally bid and approved by Awards Committee on 12/19/2019 in the amount of \$704,232.00 for pre-construction services to Garney Companies Inc. A contract increase was approved by the Awards Committee on 08/26/2020 for an interim Guaranteed Maximum Price (GMP) of the purchase of the ultra-violet (UV) system. A copy of the previous awards are attached as backup.

Negotiations with Garney Companies Inc. were successfully completed for the installation of the UV disinfection equipment. The negotiated installation cost for the UV equipment of \$3,141,330.00 is \$133,699.00 less than originally proposed and deemed reasonable. A copy of the installation quote is attached as backup. JEA also requested Garney provide an additional three months of pre-construction services beyond what was agreed upon in the initial award. Attached is the quote for \$64,829.00 for the additional pre-construction services, which is deemed reasonable.

JEA negotiated updated hourly rates with Garney, and those updated rates are attached as backup. The updated rates are, on average, 16% less than originally negotiated. This results in a savings of \$3,837.60 for the additional pre-construction services. As design progresses for the other aspects of the overall Southwest WRF expansion, additional GMPs will be brought before the Awards Committee.

Date	Description	Amount
12/19/2019	Initial award for pre-construction services	\$704,232.00
08/26/2020	Interim GMP for purchase of the UV equipment	\$2,789,909.00
03/11/2021	Interim GMP for installation of the UV equipment	\$3,141,330.00
03/11/2021	Additional three months of pre-construction services	\$64,829.00
Total Proposed NTE		\$6,700,300.00

Request approval to award a change order to Garney Companies Inc., for the installation of the UV equipment and additional pre-construction services as part of the Southwest Water Reclamation Facility (WRF) Expansion in the amount of \$3,206,159.00, for a new not-to-exceed amount of \$6,700,300.00, subject to the availability of lawfully appropriated funds.

Manager: Collier, Bradley W. - Mgr Project Management

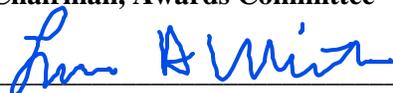
Director: Conner, Sean M. - W/WW Project Engineering & Construction

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

APPROVALS:

 03/11/2021

Chairman, Awards Committee **Date**

 3/12/21

Budget Representative **Date**



PROJECT NAME: JEA SOUTHWEST EXPANSION

GMP.1 - PURCHASE UV EQUIPMENT		GMP.1 VALUES
1.1	PURCHASE UV EQUIPMENT (PACKAGE 1)	2,439,600
	\$2,280,000 plus 7% Sales Tax	
	SUBTOTAL DIRECT COSTS	2,439,600
	CONTINGENCY ON SUBTOTAL DIRECT COSTS	N/A
	SUBTOTAL DIRECT COSTS w/ CONTINGENCY	2,439,600
	INDIRECT COSTS	
	CMAR BONDS & INSURANCE	31,745
	CONSTRUCTION FEE	218,564
GMP.1 TOTAL		
	ELECTRICAL ALLOWANCE	100,000
TOTAL PURCHASE UV SYSTEM EQUIPMENT		2,789,909
GMP.2 - UV SYSTEM INSTALLATION		GMP.2 VALUES
2.1	MOBILIZATION & UV GCS (12 MOS)	880,879
2.2	UV DEMO, CONC, INSTALLATION	1,169,597
2.3	UV ELECTRICAL BID PACKAGE	379,200
2.4	UV I&C / SCADA BID PACKAGE	93,878
	SUBTOTAL DIRECT COSTS	2,523,554
	CMAR CONTINGENCY (SEE RISK REGISTER)	15,000
	SUBTOTAL DIRECT COSTS w/ CONTINGENCY	2,538,554
	INDIRECT COSTS	
1.25%	CMAR BONDS & INSURANCE	31,732
8.50%	CONSTRUCTION FEE	215,777
GMP.2 TOTAL		2,786,064
	UV PERMIT ALLOWANCE	NOT REQ'D PER COJ
	UV TESTING ALLOWANCE	5,000
	UV CONCRETE REPAIR ALLOWANCE	50,000
	JEA RISK ALLOCATION	300,266
TOTAL UV SYSTEM INSTALLATION		3,141,330
GMP.3 - EQUIPMENT PRE-PURCHASE		GMP.3 VALUES
3.1	CMAR GCs FOR GMP.3 (Revised 5/21/21 to Include 2 Months of PM)	43,219
3.2	EQUIPMENT PRE-PURCHASE VALUE w/ SALES TAX	2,679,218
	SUBTOTAL DIRECT COSTS	2,722,437
	CMAR CONTINGENCY (SEE RISK REGISTER)	0
	SUBTOTAL DIRECT COSTS w/ CONTINGENCY	2,722,437
	INDIRECT COSTS	
1.25%	CMAR BONDS & INSURANCE ON GMP-3 TOTAL	50,005
8.50%	CONSTRUCTION FEE	235,658
GMP.3 TOTAL		3,008,099
	JEA Allowance	200,000
	Blower Allowance	792,266
		0
		0
TOTAL EQUIPMENT PRE-PURCHASE		4,000,365

GMP 2 UV SYSTEM INSTALLATION

TOTALS	347	40,219	-	-	900	2,100	43,219	43,219
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Comments (Spec/Dwg)	Description	Quantity	Unit	Total		Labor		Materials		Subcontract		Equipment		Other		w/ Sales Tax		
				MH	MH/U	Labor Unit	Labor Total	Matl Unit	Matl Total	Sub Unit	Sub Total	Equip Unit	Equip Total	Oth Unit	Oth Total	Subtotal	Total	Division
3.1 EQUIPMENT PRE-PURCHASE (GMP #3) CMAR GGs																	0	GC
GARNEY INDIRECTS - PURE CM OVHDS																	0	GC
													FUEL	ALLOWANCE			0	GC
	SR. PROJECT MANAGER	MOS		0.0	173.3		0		0		0	450	0	1,260	0	0	0	GC
	PROJECT MANAGER	2.0 MOS		346.7	173.3	20,109.75	40,219		0		0	450	900	1,050	2,100	43,219	43,219	GC
	ASST PROJECT MANAGER	MOS		0.0	173.3		0		0		0	450	0	840	0	0	0	GC
	SR / GENERAL SUPEINTENDENT	MOS		0.0	173.3		0		0		0	600	0	1,260	0	0	0	GC
	SUPERINTENDENT	MOS		0.0	173.3		0		0		0	450	0	1,050	0	0	0	GC
	ASST SUPERINTENDENT	MOS		0.0	173.3		0		0		0	450	0	1,050	0	0	0	GC
	CLERK / JOBSITE SECRETARY	MOS		0.0	173.3		0		0		0		0	0	0	0	0	GC
	FIELD ENGINEER	MOS		0.0	173.3		0		0		0	450	0	420	0	0	0	GC
	PROJECT ENGINEER	MOS		0.0	173.3		0		0		0	450	0	420	0	0	0	GC
	SAFETY OR QA/QC ENGINEER	MOS		0.0	173.3		0		0		0	450	0	840	0	0	0	GC
	FOREMAN VEHICLE ALLOWANCE	MOS		0.0			0		0		0	450	0	420	0	0	0	GC
																	0	GC



Formal Bid and Award System

Award #5 July 1, 2021

Type of Award Request: JOINT PROJECT

Requestor Name: Hepburn, Brian

Requestor Phone: (904) 629-9269

Project Title: FDOT FPID 439358-1 SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) Water Main Replacement

Project Number: 8005573

Project Location: JEA

Funds: Capital

Budget Estimate: \$2,805,728.00

Scope of Work:

JEA's water mains are within the FDOT's project footprint/right-of-way. This project will install, remove, and place out of service portions of the existing water mains within the project limits of the FDOT FPID 439358-1 SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) water main replacement. The design consultant has completed the water main design in association with the roadway project and designed the water mains per JEA standards and specifications. The following items are included in the construction bid documents:

Water

- Furnish and Install 135 LF of 4" PVC water main
- Furnish and Install 327 LF of 6" PVC water main
- Furnish and Install 2,174 LF of 8" PVC water main
- Furnish and Install 2,632 LF of 12" PVC water main
- Grout Fill (Place out of Service) 97 LF of 4" PVC water main
- Grout Fill (Place out of Service) 148 LF of 6" PVC water main
- Grout Fill (Place out of Service) 3,553 LF of 12" CI water main
- Grout Fill (Place out of Service) 163 LF of 16" CI water main
- Removal of 346 LF of 6" AC water main
- Removal of 927 LF of 8" AC water main
- Furnish and Install 17 new fire hydrants
- Replace 32 long/short water services (including meter boxes)
- Install 5 - 4" gate valves
- Install 19 - 6" gate valves
- Install 11 - 8" gate valves
- Install 10 - 12" gate valves
- Install 2 - 16" gate valves
- Abatement and disposal of Asbestos-Containing Materials
- Contamination impact cost for WM installation in contaminated area, including monitoring and disposal of contaminated soils

JEA IFB/RFP/State/City/GSA#: N/A

Purchasing Agent: Kruck, Daniel R.

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
FLORIDA DEPT OF TRANSPORTATION	FDOT, c/o Wells Fargo Bank, N.A., 1 Independent Drive, Jacksonville FL 32202	(813) 225-4338	\$423,469.42

Amount for entire term of Contract/PO: \$2,943,162.13
Award Amount for remainder of this FY: \$423,469.42
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 09/01/2021
End Date (mm/dd/yyyy): Project Completion (Estimated: September 2023)
JSEB Requirement: N/A - FDOT

BIDDER:

Name	Amount
FLORIDA DEPT OF TRANSPORTATION	\$423,469.42

Background/Recommendations:

Originally approved by the Awards Committee on 09/24/2020 in the amount of \$2,519,692.71. A copy of the original award is attached as backup.

JEA's water mains are within the FDOT's project footprint/right-of-way. This project will install, remove, and place out of service portions of the existing water mains within the project limits of the FDOT FPID 439358-1 SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) water main replacement.

This is a request to advance funds to the Florida Department of Transportation (FDOT) in accordance with the JEA/FDOT Master Agreement for the utility construction costs associated with FDOT FPID 439358-1 SR103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) Water Main Replacement project.

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

This project was bid by FDOT and bids opened 06/09/2021. Anderson Columbia Co. Inc. was deemed the lowest, responsive Bidder by the FDOT. The total costs for this project are approximately 4.9% higher than the updated JEA estimate. JEA has reviewed the pricing and deemed it reasonable when compared to similar projects. The FDOT payment request letter is attached for reference. This request is to reconcile the initial estimate paid to FDOT, with the Bids received, as described below.

Summary of charges:

Total construction bid for JEA's portion: \$2,832,162.13 (includes contingency and admin costs)
Additional FDOT asbestos pipe removal and disposal costs: \$111,000.00
Total owed to FDOT: \$2,943,162.13

Already paid to FDOT (September 2020): \$2,519,692.71
Remaining to be paid: \$423,469.42

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

Request approval to award payment to Florida Department of Transportation for FDOT SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) Water Main Replacement project in the amount of \$423,469.42, subject to the availability of lawfully appropriated funds.

Manager: Sulayman, Mickhael S. - Mgr W/WW Project Management

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

VP: Vu, Hai X. - VP Water Wastewater Systems

APPROVALS:

 07/01/2021

Chairman, Awards Committee

Date

 7/2/21

Budget Representative

Date



Formal Bid and Award System

Award #5 September 24, 2020

Type of Award Request: Joint Project
Requestor Name: Hepburn, Brian
Requestor Phone: (904) 629-9269
Project Title: FDOT FPID 439358-1 SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) Water Main Replacement
Project Number: 8005573
Project Location: JEA
Funds: Capital
Budget Estimate: \$2,525,000.00

Scope of Work:

This is a request to advance funds to the Florida Department of Transportation (FDOT) in accordance with the JEA/FDOT Master Agreement for the utility construction costs associated with FDOT FPID 439358-1 SR103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) Water Main (WM) Replacement project.

The project includes FDOT roadway re-surfacing, other FDOT roadway improvements, and JEA WM installation and replacement. The FDOT Contractor will construct approximately 135 linear feet (LF) of 4" PVC WM, 327 LF of 6" PVC WM, 2,174 LF of 8" PVC WM, 2,632 LF of 12" PVC WM complete with associated restraints and fittings, grout fill (place out of service) 97 LF of 4" PVC WM, 148 LF of 6" PVC WM, 3,553 LF of 12" cast iron (CI) WM, and 163 LF of 16" CI WM; removal of 346 LF of 6" and 927 LF of 8" asbestos-cement (AC) WM, install 17 new fire hydrants, replacement of 32 long/short water services (including meter boxes), install 5, 4" gate valves, 19, 6" gate valves, 11, 8" gate valves, 10, 12" gate valves, 2, 16" gate valves, line stops, abatement and disposal of AC pipe, soil contamination impact costs for WM installation in contaminated area, including monitoring and disposal of contaminated soils.

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

Name	Address	Phone	Amount
FLORIDA DEPT OF TRANSPORTATION	FDOT, c/o Wells Fargo Bank, N.A., 1 Independent Drive, Jacksonville FL 32202	(813) 225-4338	\$2,519,692.71

Amount for entire term of Contract/PO: \$2,519,692.71
Award Amount for remainder of this FY: \$2,519,692.71
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 04/22/2021
End Date (mm/dd/yyyy): Project Completion (Estimated: 04/06/2022)
JSEB Requirement: N/A - FDOT

BIDDER:

Name	Amount
FLORIDA DEPT OF TRANSPORTATION	\$2,519,692.71

Background/Recommendations:

JEA's water mains are within the FDOT's project footprint/right-of-way. This project will install, remove, and place out of service portions of the existing water mains within the project limits of the FDOT FPID 439358-1 SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) water main Replacement. The design consultant has completed the water main design in association with the roadway project and designed the water mains per JEA standards and specifications. The following items are included in the construction bid documents:

Water

- Furnish and Install 135 LF of 4" PVC WM
- Furnish and Install 327 LF of 6" PVC WM
- Furnish and Install 2,174 LF of 8" PVC WM
- Furnish and Install 2,632 LF of 12" PVC WM
- Grout Fill 97 LF of 4" PVC WM
- Grout Fill 148 LF of 6" PVC WM
- Grout Fill 3,553 LF of 12" CI WM
- Grout Fill 163 LF of 16" CI WM
- Removal of 346 LF of 6" AC WM
- Removal of 927 LF of 8" AC WM
- Furnish and Install 17 new fire hydrants
- Replace 32 long/short water services (including meter boxes)
- Install 5, 4" gate valves
- Install 19, 6" gate valves
- Install 11, 8" gate valves
- Install 10, 12" gate valves
- Install 2, 16" gate valves
- Abatement and disposal of Asbestos-Containing Materials
- Contamination impact cost for WM installation in contaminated area, including monitoring and disposal of contaminated soils

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

Request approval to award payment to Florida Department of Transportation for the FDOT FPID 439358-1- SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) WM Replacement project in the amount of \$2,519,692.71, subject to the availability of lawfully appropriated funds.

Manager: Sulayman, Mickhael S. - Mgr W/WW Project Management

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

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

APPROVALS:

[Handwritten Signature]

09/24/2020

Chairman, Awards Committee

Date

[Handwritten Signature]

9/24/2020

Budget Representative

Date

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 S. Marion Avenue
Lake City, FL 32025

KEVIN J. THIBAUT, P.E.
SECRETARY

6/22/2021 | 4:33 PM EDT

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

RE: UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT (AT UAO AND FDOT EXPENSE COMBINED)
FPID: 439358-1-56-01
Federal No. – D219-137-B
County – Duval
State Road – SR 103
Project Location – SR 103 From SR 208 To SR 228

Dear Mr. Sulayman,

This is your approved **Utility Work Order No.6 /Notice to Proceed** in the amount of **\$423,469.42** to match the contractor's bid for work needed for JEA Water & Sewer facilities along SR 103 as reflected under the terms of the of the executed Utility Work by Highway Contractor Master Agreement (at UAO and FDOT Expense Combined) dated December 7, 2000.

NOTE: The Department of Transportation is requesting the deposit of the above required funds by July 7, 2021.

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

Sincerely,

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK ORDER CHANGE NO. 6

Financial Project ID: 439358-1-56-01	Federal Project ID: D219-137-B
County: Duval	State Road No.: 103
District Document No: 1	
Utility Agency/Owner (UAO): JEA Water & Sewer	

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

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

C.

ESTIMATED COST OF WORK DUE TO THIS CHANGE:							
ITEM NO.	ITEM	UNIT	UNIT PRICE	WORK ELIMINATED (-)		ADDITIONAL WORK (+)	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
439358-1-52-01	WO #6						\$34,743.29
439358-1-56-01	WO #6						\$363,880.69
439358-1-66-01	WO#6						\$24,845.44
Sub-Totals.....							\$423,469.42
Net Cost of Construction Changes, this order.....							\$423,469.42
Cost of Construction Changes, previously ordered.....							\$2,834,703.25
Net Total Cost Construction Changes to Date.....							\$3,258,172.67
Contract Amount.....							\$3,258,172.67
Estimated Cost of Work Authorized to Date.....							\$3,258,172.67

Recommended: 06/22/2021 Date Approved: 6/22/2021 | 4:33 PM EDT Date

 District Utility Coordinator
 Chad Chancey
 Typed Name

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

Division Administrator
 Federal Highway Administration
 Typed Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET350-020-03
COMPTROLLER
9/18

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

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

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

3. District Contact Person: John P. McCarthy Phone Number: (386) 961 - 7452
 District Number: 2 - Lake City Fax Number: (386) 7585 - 3736

4. Agreement Date: 12/07/2000 5. Date Form Modified: 06/22/2021

6. Agreement Amount: \$3,258,172.67 7. Escrow Deposit Due Date: 01/31/2020

Amount Due: \$ \$423,469.42 Additional Deposit Due Date: 07/07/2021

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

Amount Due: \$ _____

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

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

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

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

Bid Items Lump Sum

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

12. Description of work: Construction of JEA Facilities

13. Financial Project # Including 6x Phases	14. Amount	15. Work Program Fund Code	16. Federal Part or Non-Federal Part.	17. Contract #	18. % to Bill
439358-1-32-01	\$305,365.84	LF	1		100%
439358-1-C2-06	\$114,745.00	LF	1		100%
439358-1-52-01	\$338,612.84	LF	1		100%
439358-1-56-01	\$2,377,189.80	LF	1		100%
439358-1-66-01	\$116,359.49	LF	1		100%
439358-1-62-40	\$5,899.70	LF	1		100%

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

20. Comments: WO#6 Funds needed to match the contractor's bid for the construction of JEA W&S facilities. PSEE funding request updated on 06/22/2021.

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



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

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

ESCROW WIRING and ACH INSTRUCTIONS

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

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

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

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

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

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

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

THIS AGREEMENT, entered into this 14 day of December, year of 2010 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and TEA, hereinafter referred to as the "UAO";

WITNESSETH:

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

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

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

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

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

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

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

1. Implementing Projects

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

a. First Contact.

- (1) The FDOT shall send a written notice to the UAO specifying the applicable Project, offering to implement a joint arrangement for the project, providing the FDOT's then current plans for the Project, specifying the current percentages for the Allowances as defined in Subparagraph 3. d. that the FDOT requires at that time, and specifying the return date by which the UAO must comply with Subparagraphs 1.a.(2), (3) and (4).
- (2) The UAO shall, by the date specified by the FDOT in the written notice, respond in writing to the FDOT's offer to implement a joint arrangement, stating whether the UAO desires to implement a joint arrangement or not for the particular Project, specifying what Facilities the UAO does not want to include in the joint arrangement, specifying what inspection and testing activities the UAO desires to have the FDOT perform under Subparagraph 2.e., and specifying the desired method of deposit for funds paid by the UAO under Subparagraph 3.e. Deposits of less than \$100,000.00 must be pre-approved by the FDOT Comptroller's Office.

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

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

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

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

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

2. Performance of Utility Work

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

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(AT UAO AND FDOT EXPENSE COMBINED)

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

3. Cost of Utility Work

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

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(AT UAO AND FDOT EXPENSE COMBINED)

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

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

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

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

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

4. Claims Against UAO

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT
(AT UAO AND FDOT EXPENSE COMBINED)**6. Default**

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

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

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

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

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

FOR NON-GOVERNMENT-OWNED UTILITIES,

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

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

8. Force Majeure

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

9. Miscellaneous

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

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

"A" of Assurances is not required.

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

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

If to the FDOT:

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

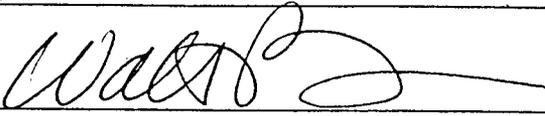
10. Certification

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

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

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

UTILITY: JEA

BY: (Signature) 

DATE: 11/14/07

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

(Typed Title: _____)

Recommend Approval by the State Utility Engineer

BY: (Signature) 

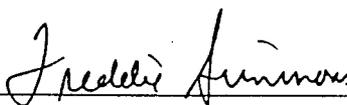
DATE: 12/7/2000

FDOT Legal review

BY: (Signature) 
District Counsel

DATE: 11-30-00

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) 

DATE: 12/5/00

(Typed Name: Freddie Simmons)

(Typed Title: State Highway Engineer)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

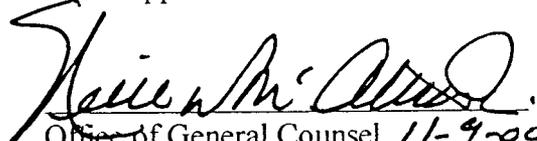
(Typed Title: _____)

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



Robert Dix
Controller
JEA

Form Approved:


Office of General Counsel 11-9-00

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

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

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

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

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

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

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

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

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

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

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

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

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

“d. Alternative Design Procedure

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

thereof:

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

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

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

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

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

ATTEST:

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

DEPARTMENT:

By: Brian Blanchard #19-11
Printed Name: Brian Blanchard
Title: Chief Engineer
Date: 4/14/11

Legal Review:

By: Roger Wood
Office of the General Counsel

ATTEST:

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

UAO:

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

Legal Review:

By: _____
Counsel for UAO
Reviewed by
Purchasing Contracts
Specialist
HCB

Exhibit “A”

Scope of Work

439358-1-56-01: The cost within this agreement reflects JEA Water & Sewer’s cost to match the contractor’s bid for work needed for JEA Water & Sewer facilities along State Road 103 (Lane Ave.).

Chancey, Chad N

From: Sulayman, Mickhael S. - Mgr WWW Project Management <sulams@jea.com>
Sent: Friday, June 18, 2021 1:59 PM
To: McCarthy, John; Barber, Michael R.; Williams, Michael S.
Cc: Camp, Vince; Chancey, Chad N; Brian F. Hepburn - Keville Enterprises Inc.
Subject: Re: Bid Letting Results for June 9, 2021 CO Lets (439358-1)

John -

JEA will accept the bids for this project. We need to go to awards for this amount. They meet 7/1 and we can have funds to you by 7/7.

Best regards,
Mickhael Sulayman

Sent from my cell phone. Please pardon typos and auto correct errors.

From: McCarthy, John <John.McCarthy@dot.state.fl.us>
Sent: Friday, June 18, 2021 1:41:01 PM
To: Barber, Michael R. <BarbMR@jea.com>; 'Mike Williams (JEA)' <willms@jea.com>
Cc: Camp, Vince <Vince.Camp@dot.state.fl.us>; Chancey, Chad <chad.chancey@atkinsglobal.com>; Sulayman, Mickhael S. - Mgr WWW Project Management <sulams@jea.com>
Subject: RE: Bid Letting Results for June 9, 2021 CO Lets (439358-1)

[External Email - Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.]

Mike,

Please see below and provide a response.

Sincerely,

John P. McCarthy
District 2 Utilities Administrator
Florida Department of Transportation
1109 South Marion Avenue, MS 2024
Lake City, Florida 32025
(386) 961-7452
john.mccarthy@dot.state.fl.us

From: McCarthy, John
Sent: Friday, June 18, 2021 1:36 PM

To: 'Sulayman, Mickhael S. - Mgr WWW Project Management' <sulams@jea.com>
Cc: Camp, Vince <vince.camp@dot.state.fl.us>; 'chad.chauncey@atkinsglobal.com' <chad.chauncey@atkinsglobal.com>
Subject: RE: Bid Letting Results for June 9, 2021 CO Lets (439358-1)
Importance: High

Mickhael – Please provide bid acceptance or rejection.

John

From: McCarthy, John
Sent: Thursday, June 17, 2021 10:06 AM
To: 'Sulayman, Mickhael S. - Mgr WWW Project Management' <sulams@jea.com>
Cc: Camp, Vince <vince.camp@dot.state.fl.us>; 'chad.chauncey@atkinsglobal.com' <chad.chauncey@atkinsglobal.com>
Subject: RE: Bid Letting Results for June 9, 2021 CO Lets (439358-1)
Importance: High

Mickhael,

We also need a response for this project.

Sincerely,

John P. McCarthy
District 2 Utilities Administrator
Florida Department of Transportation
1109 South Marion Avenue, MS 2024
Lake City, Florida 32025
(386) 961-7452
john.mccarthy@dot.state.fl.us

From: McCarthy, John
Sent: Tuesday, June 15, 2021 10:50 AM
To: Sulayman, Mickhael S. - Mgr WWW Project Management <sulams@jea.com>
Cc: Camp, Vince <vince.camp@dot.state.fl.us>; chad.chauncey@atkinsglobal.com
Subject: RE: Bid Letting Results for June 9, 2021 CO Lets (439358-1)
Importance: High

Mickhael,

The Department is going to move forward with awarding this contract. Attached are the Table A submitted by Anderson Columbia with water tab at the bottom, Work Order #4, and the engineers spreadsheet with the contribution breakout for roadway and traffic control using the bid prices from Anderson Columbia. Following is the breakout of the additional deposit needed from JEA if you accept the bid:

	Bid Requirement	Previous Deposit	Additional Required
Deposit			

Phase 56	\$2,377,189.80*	\$2,013,309.11	\$363,880.69
Phase 52	\$ 338,612.84	\$ 303,869.55	\$ 34,743.29
Phase 62	<u>\$ 116,359.49</u>	<u>\$ 91,514.05</u>	<u>\$ 24,845.44</u>
Total	\$2,832,162.13	\$2,408,692.71	\$423,469.42

*NOTE: Phase 56 bid requirement includes only \$50,000.00 contingency instead of the standard 10% requirement. This reduces the required deposit amount by \$182,718.98. JEA will need to deposit additional Phase 56 funds if they are required during construction.

Please advise ASAP if JEA accepts this bid, and if so, let me know when the additional deposit of \$423,469.42 will be submitted. Please contact me if you have any questions.

Sincerely,

John P. McCarthy
 District 2 Utilities Administrator
 Florida Department of Transportation
 1109 South Marion Avenue, MS 2024
 Lake City, Florida 32025
 (386) 961-7452
john.mccarthy@dot.state.fl.us

From: Camp, Vince <Vince.Camp@dot.state.fl.us>
Sent: Thursday, June 10, 2021 9:18 AM
To: Sulayman, Mickhael S. - Mgr Joint Agency Projects <sulams@jea.com>
Cc: McCarthy, John <John.McCarthy@dot.state.fl.us>
Subject: RE: Bid Letting Results for June 9, 2021 CO Lets

Mickhael:

Attached the file that was attached to the bid yesterday. As you can see at the bottom left of the xcel file there are two tabs, one for water and one for lighting. We will be using Commercial Industrial Corporation for the Water. American Lighting and Signalization for the Lighting Work. Since the file was changed by the contractor do to submit the Table As as separate files.. I recommend you review the quantities and pay items with the EOR.

Any questions,

Please call.

Vince Camp
 District Two Final Plans, Estimates, and Specifications Administrator
Program Management Office
 Lake City, Florida 32025-5874
 Tele [386-758-3732](tel:386-758-3732)



Formal Bid and Award System

Award #6 July 1, 2021

Type of Award Request: RENEWAL
Requestor Name: Templeton, Katie L.
Requestor Phone: (904) 665-8784
Project Title: Wastewater Odor Control Chemicals
Project Number: 30111 (line 307), 30133 (lines 391, 400)
Project Location: JEA
Funds: O&M
Budget Estimate: N/A

Scope of Work:

JEA is seeking a vendor that can provide odor and corrosion control requirements to include necessary chemicals, equipment and services to JEA's wastewater system. Parameters will be set for each system to achieve desired results, including all actions and responsibilities to be furnished or performed by the Company under the Contract. This includes:

- Products
- Documentation
- Electronic programs
- Reports
- Testing
- Transport
- Administration
- Management
- Services
- Materials
- Tools
- Equipment

The purpose of the program is to reduce hydrogen sulfide levels sufficiently to effectively control odors and corrosion throughout the wastewater system.

JEA IFB/RFP/State/City/GSA#: 089-18
JEA CPA Number: 175925
Purchasing Agent: Kruck, Dan R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
USP TECHNOLOGIES	Michael Nostro	mnostro@usptechnologies.com	900 Circle 75 Parkway Suite 1330 Atlanta, GA 30339	(407) 790-6754	\$2,120,000.00

Amount of Original Award: \$6,496,500.00
Date of Original Award: 07/26/2018
Renewal Amount: \$2,120,000.00

New Not-To-Exceed Amount: \$8,616,500.00
Length of Contract/PO Term: Three (3) Years w/Two (2) – 1 Yr. Renewals
Begin Date: 10/01/2018
End Date: 09/30/2022
Renewals Remaining: One (1) – 1 Yr. Renewal
JSEB Requirement: N/A - Optional

Background/Recommendations:

Originally approved by Awards Committee on 07/26/2018 in the amount of \$6,496,500.00 to USP Technologies. A copy of the original award is attached as backup.

This award request is for a renewal and contract increase for the purchase of odor control chemicals used throughout the wastewater system. USP Technologies has performed well throughout the original contract term, and JEA would like to execute the first contract renewal term. USP Technologies has requested a 3.27% increase to the unit prices for the renewal term. JEA has reviewed this price increase in relation to the current market for the chemicals, and deemed it reasonable. A copy of the price increase request is attached for reference. The award amount is the amount budgeted for chemical purchases from USP Technologies based on past and future chemical use estimates. A copy of the estimated usage for FY22 is attached for reference.

Request approval to award a contract renewal and contract increase to USP Technologies for Wastewater Odor Control Chemicals in the amount of \$2,120,000.00, for a new not-to-exceed amount of \$8,616,500.00, subject to the availability of lawfully appropriated funds.

Manager: Dvoroznak, Michael – Mgr W/WW Reuse Treatment Maint Planning & Eng
Director: Wagoner, Bryan L – Dir Water Operations & Treatment Support Services
VP: Vu, Hai X. – VP Water Wastewater Systems

APPROVALS:

 _____ 07/01/2021

Chairman, Awards Committee **Date**

 _____ 7/2/21

Budget Representative **Date**



Formal Bid and Award System

CPA 175925

Award #6 July 26, 2018

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 6211
Requestor Name: Popko, Ryan R.
Requestor Phone: (904) 665-8516
Project Title: Wastewater Odor Control Chemicals
Project Number: TBD
Project Location: JEA
Funds: O&M
Award Estimate: \$6,750,000.00

Scope of Work:

JEA is seeking a vendor that can provide odor and corrosion control requirements to include necessary chemicals, equipment and services to JEA's wastewater system. Parameters will be set for each system to achieve desired results, including all actions and responsibilities to be furnished or performed by the Company under the Contract. This includes:

- Products
- Documentation
- Electronic programs
- Reports
- Testing
- Transport
- Administration
- Management
- Services
- Materials
- Tools
- Equipment

The purpose of the program is to reduce hydrogen sulfide levels sufficiently to effectively control odors and corrosion throughout the wastewater system.

JEA IFB/RFP/State/City/GSA#: 089-18
Purchasing Agent: Kruck, Daniel Robert (Dan)
Is this a Ratification?: NO

RECOMMENDED AWARDEE:

Name	Contact Name	Email	Address	Phone	Amount
USP TECHNOLOGIES	Michael Nostro	mnostro@usptechnologies.com	1375 Peachtree St. NE, Suite 300N, Atlanta, GA 30309	(404) 352-6070	\$6,496,500.00

Amount for entire term of Contract/PO: \$6,496,500.00
Award Amount for remainder of this FY: \$0.00
Length of Contract/PO Term: Three (3) Years w/ Two (2) - 1 Yr. Renewals
Begin Date (mm/dd/yyyy): ~~10/01/2018~~ 1 Aug 2018

407-697-5653

End Date (mm/dd/yyyy):

09/30/2021

Renewal Options:

Yes - Two (2) - 1 Yr. Renewals

JSEB Requirement:

N/A - Optional

BIDDER:

Name	Amount
USP TECHNOLOGIES	\$6,496,500.00

Background/Recommendations:

Advertised 06/11/2018. Two (2) companies attended the mandatory pre-response meeting held on 06/22/2018. At Response opening on 07/10/2018, one (1) Response was received. The three (3) major companies in this field are USP, Evoqua and Kemira, who were all invited to participate in the solicitation. JEA revised one (1) of its minimum qualifications at Evoquas' request, to try to increase competition, but they still did not participate. Additional feedback regarding the requirement for the successful Respondent to install and maintain the piping and tanks to be used for the delivery of the chemicals into JEA's wastewater system, also kept some companies from participating. It should be noted that JEA had previously evaluated the potential to own and install the chemical storage tanks, but determined it was not worth the risk from a financial and safety perspective. USP Technologies is the lowest responsive and responsible Respondent. A copy of the Response Form and Workbook is attached as backup.

USP Technologies is the incumbent provider of JEA's odor control chemicals and has performed above expectations. Historically, JEA pays one of the lowest hydrogen peroxide rates in the country. A review by JEA found other municipalities paying between \$4.00 and \$4.50 per gallon of hydrogen peroxide. USP's price on this award is \$2.65 per gallon. Due to the fact that the Response price for hydrogen peroxide is 4.4% lower than current pricing, and the market research performed, JEA did not ask for a Best and Final Offer (BAFO). The savings will result in reduction of costs of \$295,200.00 over the three (3) year term.

The cost per gallon of chemicals is fixed for the first year, and may be adjusted up to five percent (5%) per year, with documentation of increases from the chemical suppliers to USP Technologies. This price adjustment method is due to the lack of a publicly available index for the chemicals covered under this contract. The current contract has used this same methodology for managing price adjustments, with an average increase of two percent (2%) per year, and has been deemed reasonable.

089-18 – Request approval to award a three (3) year contract to USP Technologies to provide product, equipment and services for wastewater odor control chemical in the amount of \$6,496,500.00, subject to the availability of lawfully appropriated funds.

Director: Mackey, Todd - Dir W/WW Reuse & Treatment

VP: Calhoun, Jr., Deryle I. - VP/GM Water Wastewater Systems

APPROVALS:

 7/26/18

Chairman, Awards Committee

Date


Manager, Capital Budget Planning

7/26/18

Date

**Appendix B - Response Form
089-18 Wastewater Odor Control Chemicals**

Company Name: U.S. Peroxide, LLC dba USP Technologies

Company's Address 1375 Peachtree Street NE, Suite 300 N, Atlanta, GA 30309

Phone Number: 404-352-6070 FAX No: 404-352-6077 Email Address: anangano@usp technologies.com

License (if applicable): N/A

BID SECURITY REQUIREMENTS <input type="checkbox"/> None required <input checked="" type="checkbox"/> Certified Check or Bond Five Percent (5%)	TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input checked="" type="checkbox"/> Annual Requirements (3 year w/2, 1 year renewal options) <input type="checkbox"/> Other, Specify - Project Completion
---	---

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

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

PAYMENT DISCOUNTS <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> None Offered	SUNSHINE LAW ACKNOWLEDGEMENT <p><u>AN</u> (Initials) I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my bid will be disclosed to the public "as-is".</p>
--	---

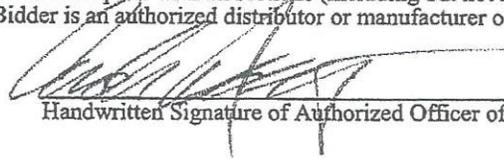
Item	ENTER YOUR BID FOR IFB 089-18	TOTAL BID PRICE
1	Lump Sum Bid (enter from cell G8 on Bid Workbook)	\$ 6,352,575.00 6,496,500.00

BIDDER'S CERTIFICATION

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

We have received addenda

1 through 1



Handwritten Signature of Authorized Officer of Company or Agent

07/04/18
Date

Andrew Nangano, Assistant Secretary
Printed Name and Title

089-18 Appendix B - Bid Workbook						
Item	Item Description	Unit Of Measure	Unit Price	Estimated One Year Usage*	Year One Cost**	Contract Total
1	Hydrogen Peroxide - H ₂ O ₂	Gal	\$ 2.65	800,000	\$ 2,120,000.00	\$ 6,360,000.00
2	Ferrous Chloride - FeCl ₂	Gal	\$ 1.82	25,000	\$ 45,500.00	\$ 136,500.00
3a***	PRI-SC® - FeCl ₂	Gal	\$ 1.82	0	\$ -	\$ -
3b***	PRI-SC® - H ₂ O ₂	Gal	\$ 2.65	0	\$ -	\$ -
4***	Calcium Nitrate	Gal	\$ 2.81	0	\$ -	\$ -
Total						\$ 6,496,500.00

* Estimates for Bid Purposes Only. Field conditions will be used to set actual dosing rates and amounts.

**Prices shall remain fixed for the initial year of the contract.

***Although some bid items have no estimated usage, JEA has utilized these odor control chemicals in the past and wants to have pricing in place in the event these chemicals are needed in the future.



June 28th , 2021

Heather Burnett Beard
Manager, Procurement Contracts, JEA
21 W. Church St. CC-6
Jacksonville, FL 32202

RE: Contract Agreement #175925, Wastewater Odor Control Chemicals

Dear Ms. Beard,

Thank you for your business over the past 12 years!

Per JEA Contract Agreement #175925, (Section 2.4.1 Price Adjustment – Annual), USP Technologies wishes extend the contract for the next fiscal year (10/1/21 through 9/30/22) with the following pricing for the chemicals currently provided:

1. 50% Standard Grade hydrogen peroxide: \$2.84 per gallon
2. 28%-32% ferrous chloride: \$1.96 per gallon

The hydrogen peroxide industry continues to experience high plant capacity and transportation asset utilization as demand remains strong in all domestic and export markets. The pricing above reflects recent hydrogen peroxide market pricing increases and other costs associated with management of the odor and corrosion control program, an overall increase of approximately 3.27%.

The pricing above reflects recent ferrous chloride market pricing increases and other costs associated with management of the odor and corrosion control program, an overall increase of approximately 3.70%.

Please see the attached supporting documentation.

USP Technologies appreciates the opportunity to continue to supply JEA with full-service odor and corrosion control needs. We are committed to providing you with the highest quality equipment, service and product supply and will continue to deliver these services safely and at the most competitive price.

Should you have any questions, please do not hesitate to give me a call at 407-790-6754.

Sincerely,

Justin Phillips
USP Technologies
Territory Manager, Southeast Region

USP Technologies

Office: 1375 Peachtree Street NE, Suite 300N, Atlanta, GA 30309 FL Office PH: 407-790-6754 www.usptechnologies.com

FY22 ODOR CONTROL CHEMICALS AVERAGE PROJECTED USAGE					
Hydrogen Peroxide					
Dose Site	Chemical	Avg Dose (gpd)	Cost/Day	Cost/Month	Cost/Year
5th & Huron	H2O2	97	\$275	\$8,379	\$100,548
5th Street	H2O2	220	\$625	\$19,004	\$228,046
Alexis Forest	H2O2	22	\$62	\$1,900	\$22,805
Arlington East	H2O2	233	\$661	\$20,101	\$241,210
Atlantic	H2O2	63	\$179	\$5,442	\$65,304
Biggins Church	H2O2	20	\$57	\$1,728	\$20,731
Blacks Ford	H2O2	138	\$392	\$11,921	\$143,047
Carder	H2O2	47	\$133	\$4,060	\$48,719
Centurion	H2O2	22	\$62	\$1,900	\$22,805
Clinton	H2O2	100	\$284	\$8,638	\$103,657
CR-210	H2O2	63.5	\$180	\$5,485	\$65,822
Duval	H2O2	85	\$241	\$7,342	\$88,109
Huffman	H2O2	73	\$207	\$6,289	\$75,462
Hugh Edwards	H2O2	100	\$284	\$8,638	\$103,657
J. Ray	H2O2	47	\$133	\$4,060	\$48,719
Lofberg	H2O2	57	\$162	\$4,924	\$59,085
Mandarin	H2O2	31	\$88	\$2,678	\$32,134
McCormick	H2O2	13	\$37	\$1,123	\$13,475
Ortega Farms	H2O2	38	\$108	\$3,282	\$39,390
Robert Scott	H2O2	21	\$60	\$1,814	\$21,768
Meadow Point	H2O2	25	\$71	\$2,160	\$25,914
Safeshelter	H2O2	40	\$114	\$3,455	\$41,463
Shinnecock	H2O2	60	\$170	\$5,183	\$62,194
St Augustine	H2O2	290	\$824	\$25,051	\$300,606
Stanford	H2O2	59	\$168	\$5,096	\$61,158
Town Center	H2O2	81	\$229	\$6,962	\$83,548
SUB TOTALS	H2O2	2045	\$5,807	\$176,615	\$2,119,376
Current Peroxide Cost/Gal =	2.75				
Projected Cost/Gal (+3.27%)	2.84				
Ferrous Iron					
Dose Site	Chemical	Avg Dose (gpd)	Cost/Day	Cost/Month	Cost/Year
Blacks Ford	FeCl2	0	\$0	\$0	\$0
SUB TOTALS	FeCl2	0	\$0	\$0	\$0
Current Iron Cost/Gal =	1.85				
Projected Cost/Gal (+3.7%)	1.92				
COST - ENTIRE SYSTEM			\$5,807	\$176,615	\$2,119,376
COST - ARLINGTON EAST ONLY			\$661	\$20,101	\$241,210
COST - ENTIRE SYSTEM EXCL ARLINGTON EAST			\$5,146	\$156,514	\$1,878,166

FY22 ODOR CONTROL CHEMICALS AVERAGE PROJECTED USAGE			
	Cost/Day	Cost/Month	Cost/Year
COST - ENTIRE SYSTEM	\$5,807	\$176,615	\$2,119,376
COST - H2O2 TOTAL	\$5,807	\$176,615	\$2,119,376
COST - IRON TOTAL	\$0	\$0	\$0
COST - ARLINGTON EAST H2O2 ONLY	\$661	\$20,101	\$241,210
COST - ENTIRE SYSTEM EXCL ARLINGTON EAST	\$5,146	\$156,514	\$1,878,166



Formal Bid and Award System

Award #7 July 1, 2021

Type of Award Request: INVITATION FOR BID (IFB)
Request #: 160
Requestor Name: Templeton, Kathleen L.
Requestor Phone: (904) 665-8784
Project Title: Mandarin Water Reclamation Facility (WRF) Outfall Stabilization
Project Number: 8006543
Project Location: JEA
Funds: Capital
Budget Estimate: \$300,000.00

Scope of Work:

The scope of work for this project contract is for the contractor to install 14 grout bag pier supports adjacent to eroded H-pile bent supports for the Mandarin WRF 30-inch outfall.

JEA IFB/RFP/State/City/GSA#: 1410339646
Purchasing Agent: King, David
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ANDERSON DIVING INC. dba LOGAN DIVING & SALVAGE	Scott Anderson	sanderson@logandiving.com	2815 St. Johns Bluff Rd. S. Jacksonville, FL 32246	(904) 731- 5493	\$346,225.00

Amount for entire term of Contract/PO: \$346,225.00
Award Amount for remainder of this FY: \$346,225.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 08/01/2021
End Date (mm/dd/yyyy): Project Completion (Expected: September 2021)
JSEB Requirement: N/A - Optional

BIDDERS:

Name	Amount
ANDERSON DIVING INC. dba LOGAN DIVING & SALVAGE	\$346,225.00

Background/Recommendations:

Originally bid as an Informal Solicitation and advertised on 06/04/2021. Five (5) diving companies were invited to submit bids on the project. At Bid opening on 06/22/2021, JEA received one (1) Bid. Anderson Diving Inc. dba Logan Diving & Salvage is the lowest responsive and responsible Bidder. One of the invited bidders, declined to bid on this project because of their existing work schedule. Historically, Logan Diving and Lewis Diving have been JEA's primary diving companies. A copy of the Bid Form is attached as backup.

The award amount of 346,225.00 is approximately 15% higher than the budget estimate. This was a lump sum bid. Logan Diving performed an underwater survey for this project and is familiar with the work required. The bid was reviewed by JEA, and deemed reasonable.

1410339646– Request approval to award a contract to Anderson Diving Inc. dba Logan Diving & Salvage to install 14 grout bag pier supports adjacent to eroded H-pile bent supports for the Mandarin Water Reclamation Facility in the amount of \$346,225.00, subject to the availability of lawfully appropriated funds.

Manager: Dvoroznak, Michael T - Mgr W/WW Reuse Treatment Maint Planning & Eng
Director: Wagoner, Bryan L - Dir Water Operations & Treatment Support Services
VP: Vu, Hai X. - VP Water Wastewater Systems

APPROVALS:

_____ 07/01/2021

Chairman, Awards Committee **Date**

_____ 7/2/21

Budget Representative **Date**

Appendix B - Bid Form
1410339646 Mandarin WRF Outfall Stabilization

Submit the Bid electronically as described in the Solicitation.

Company Name: Anderson Diving Inc. DBA Logan Diving & Salvage
 Company's Address 2815 St. Johns Bluff Rd. S. Jacksonville FL 32246
 License Number (if applicable) SCC131151014
 Phone Number 904-731-0000 FAX No: 904-731-5493 EMAIL Address: sanderson@logandiving.com

BID SECURITY REQUIREMENT <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond _____ % \$ _____	TERM OF CONTRACT <input checked="" type="checkbox"/> One Time Purchase <input type="checkbox"/> Annual Requirements <input type="checkbox"/> Other, Specify:
--	--

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

QUANTITY REQUIREMENTS <input checked="" type="checkbox"/> Quantities indicated are exacting <input type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased throughout Contract period and are subject to fluctuation in accordance with actual requirements	INSURANCE REQUIREMENT <input type="checkbox"/> None required <input checked="" type="checkbox"/> Insurance required
--	--

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

Item No.	ENTER HEREON YOUR RESPONSE FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	TOTAL RESPONSE PRICE
1.	Mandarin WRF Outfall Stabilization TOTAL Response PRICE (Total from Response Workbook)	\$ <u>346,225.00</u>

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

Respondent's Certification

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Respondent's Company, and that the Company is legally authorized to do business in the State of Florida. The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation, and that the Respondent is an authorized distributor or manufacturer of the equipment as required in this Solicitation.

We have received addenda _____ through _____

 Handwritten Signature of Authorized Officer of Company or Agent

 Printed Name and Title
 Scott C. Anderson

 Date
 06/21/2021

Appendix B - Bid Form
1410339646 Mandarin WRF Outfall Stabilization

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

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

BIDDER INFORMATION

COMPANY NAME: Anderson Diving Inc. DBA Logan Diving & Salvage

BUSINESS ADDRESS: 2815 St. Johns Bluff Rd. S.

CITY, STATE, ZIP CODE: Jacksonville, FL 32246

TELEPHONE: 904-731-0000

FAX: 904-731-5493

E-MAIL: sanderson@logandiving.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Scott C. Anderson

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Scott C. Anderson/ President

MINIMUM QUALIFICATIONS:

Bidder shall have the following Minimum Qualifications to be considered eligible to submit a Bid in response to this Solicitation.

- o Certified commercial divers experienced in the inspection, maintenance, and construction of similar structures.
- o The Bidder must have successfully self-performed two (2) similar projects in the last three (3) years ending as of the bid date.

It is the responsibility of the Bidder to ensure and certify that it meets the Minimum Qualifications stated above. A Bidder not meeting all of the following criteria will have their Bid rejected.



Formal Bid and Award System

Award #8 July 1, 2021

Type of Award Request: REQUEST FOR PROPOSAL (RFP)
Requestor Name: Bobitt, Blake – Staff Engineer
Requestor Phone: 904-665-4814
Project Title: Brandy Branch Heat Trace Repair
Project Number: 30402, 2006 - Industrial Services, Line 654 (FY21), Line 120 (FY22)
Project Location: JEA
Funds: O&M
Budget Estimate: \$350,000.00

Scope of Work:

The purpose of this solicitation is to contract with a qualified company to provide inspection, audit, maintenance and repair services for JEA's heat trace systems at the Brandy Branch Power Generating Facilities.

The company scope of work shall include, but not be limited to:

- Mobilization
- Inspection & troubleshooting, reporting
- Heat Trace Repair and Replacement
- Insulation removal and insulation
- Testing and Acceptance.
- Ancillary scopes of work: shipping, scaffolding, etc.

JEA IFB/RFP/State/City/GSA#: 1410334446
Purchasing Agent: Lovgren, Rodney
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PATRIOT THERMAL CONTROLS INC.	John Caruso	John.caruso@patriotthermal.com	67 Gilbane Street, Warwick, RI 02886	(401)932-9159	\$320,163.00

Amount for entire term of Contract/PO: \$320,163.00
Award Amount for remainder of this FY: \$200,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 07/30/2021
End Date (mm/dd/yyyy): Project Completion (Expected: 09/30/2022)
JSEB Requirement: N/A – Optional

BIDDERS:

Name	Amount	Normalized Pricing
PATRIOT THERMAL	\$320,163.00	\$348,155.00
SINC (BID INSULATION & SCAFFOLDING T&M)	\$174,968.27	\$432,803.27
BRACE	\$360,760.00	\$440,616.00
NVENT (BID INSULATION & SCAFFOLDING T&M)	\$181,159.38	\$499,199.82

Background/Recommendations:

Advertised on 05/17/2021. Two (2) prime contractors attended the optional pre-bid meeting held on 05/24/2021. At Bid opening on 06/08/2021, JEA received four (4) Bids. Patriot Thermal Controls Inc. is the highest evaluated, responsive and responsible Proposer. A copy of the Bid Form & Workbook are attached as backup.

Since this work is a mix of lump sum (fixed priced lots based on known scopes) & discovery work (Time and Materials), not all bidders were able to submit fixed prices for all of the scopes, which includes the heat trace, insulation and scaffolding. To make evaluations comparable, JEA normalized the bid pricing, by using highest values from other bidders to plug into other's non-bid line to complete evaluation.

The award amount is approximately 8% lower than the budget estimate and is deemed reasonable. This project will have discovery work. To address this, JEA has Time and Materials rate sheets from the Company to address any additional work that needs to be addressed to complete the system repairs. JEA worked to make as much of the work as possible fixed price. Any excess capital funds will be returned to the capital project holding accounts, after project completion.

1410334446 – Request approval to award a contract to Patriot Thermal Controls Inc. for heat trace services for BBGS in the amount of \$320,163.00, subject to the availability of lawfully appropriated funds.

- Manager:** Biruk, David D. - Mgr Energy Production Reliability Engineering
- Director:** Limbaugh, Margaret Z. - Dir Energy Project Management
- Sr. Director:** Kipp, James R. - Sr Dir Generation
- VP:** Erixton, Ricky D. - VP Electric Systems

APPROVALS:

 07/01/2021

Chairman, Awards Committee **Date**

 7/2/21

Budget Representative **Date**

Appendix B - Proposal Forms
1410334446 Heat Trace Inspection, Maintenance and Repair Services

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

Company Name: Patriot Thermal Controls

Company's Address: 67 Gilbane Street, Warwick RI 02886

License Number: _____

Phone Number: 401-932-9159 FAX No: _____ Email Address: john.Caruso@patriotthermal.com

BID SECURITY REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond Five Percent (5%)	TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Term <input checked="" type="checkbox"/> Other, Specify - Project Completion
---	---

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

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

PAYMENT DISCOUNTS

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

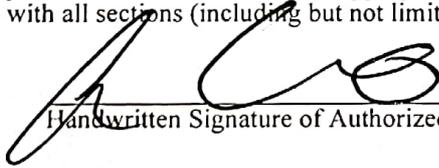
Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES:	TOTAL BID PRICE
1	Total Bid Price (From Bid Workbook)	\$320,163.00

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

BIDDER CERTIFICATION

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

We have received addenda
_____0_____ through _____0_____


Handwritten Signature of Authorized Officer of Company or Agent Date 6-8-20

John Caruso - President
Printed Name and Title

LIST OF SUBCONTRACTORS

JEA Solicitation Number 1410334446 requires certain major Subcontractors be listed on this form, unless the work will be self-performed by the Company.

The undersigned understands that failure to submit the required Subcontractor information on this form will result in bid rejection, and the Company agrees to employ the Subcontractors specified below: (Use additional sheets as necessary)
Note: This list of Subcontractors shall not be modified subsequent to bid opening, without a showing of good cause and the written consent of JEA.

Type of Work	Corporate Name of Subcontractor	Subcontractor Primary Contact Person & Telephone Number	Subcontractor's License Number (if applicable)	Percentage of Work or Dollar Amount
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Scaffold Custom Quality Scaffolding inc Mike Reagan 912-665-4304 \$45,629.00

Signed: 

Company: Patriot Thermal Controls

Address: 67 Gilbane Street, Warwick RI 02886

Date: 6/8/21 _____



Proposal # - 210608JC-1

6/8/2021

JEA – Brandy Branch
 1507 Beaver Street W.
 Jacksonville, FL 32234

Subject: Solicitation # 1410309048

Patriot Thermal Controls is pleased to provide the following price for Solicitation # 1410309048. Below, please review the project and let me know if you have any questions. Thank you for the opportunity to work with you to improve your freeze protection system.

Regards; John R. Caruso – President

Scope of Work:

This proposal includes the following scope of work.

<u>UNIT</u>	<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>ITEM #</u>	<u>DESCRIPTION</u>
2	1	REPLACE 15' MI CABLE	3	22	INSTALL DRAINAGE
2	2	REPLACE 24' MI CABLE	3	23	INSTALL DRAINAGE
2	3	MI CABLE WELD REPAIR	3	24	INSTALL DRAINAGE
2	4	REPLACE 14' MI CABLE	3	25	REPLACE 40' MI CABLE
2	5	MI CABLE WELD REPAIR	3	26	REPLACE 15' MI CABLE
2	6	REPLACE 39' MI CABLE	3	27	REPLACE 24' MI CABLE
2	7	REPLACE 72' MI CABLE	3	28	REPLACE 15' MI CABLE
2	8	REPLACE 64' MI CABLE	3	29	MI CABLE WELD REPAIR
2	9	MI CABLE WELD REPAIR	3	30	TOUBLESHOOT CIRCUIT
2	10	REPLACE 14' MI CABLE	3	31	MI CABLE WELD REPAIR
2	11	MI CABLE WELD REPAIR	3	32	REPLACE 15' MI CABLE
2	12	REPLACE 37' MI CABLE	3	33	INSTALL DRAINAGE
2	13	REPLACE 14' MI CABLE	3	34	INSTALL DRAINAGE
2	14	MI CABLE WELD REPAIR	4-ST	35	400' SAMPLE LINE REPLACE
2	15	MI CABLE WELD REPAIR	4-ST	36	400' SAMPLE LINE REPLACE
2	16	REPLACE 10' HIGH TEMP TUBING BUNDLE	4-ST	37	REPLACE 72' MI CABLE
2	17	REPLACE 5' HIGH TEMP TUBING BUNDLE	4-ST	38	REPLACE 97' MI CABLE
2	18	TROUBLESHOOT CIRCUIT	4-ST	39	REPLACE 80' MI CABLE
3	12	REPLACE 14' MI CABLE	4-ST	40	REPLACE 80' MI CABLE
3	13	REPLACE 14' MI CABLE	4-ST	NA	400' SAMPLE LINE REPLACE
3	14	REPLACE 14' MI CABLE	4-ST	NA	400' SAMPLE LINE REPLACE
3	15	MI CABLE WELD REPAIR	CT	41	400' POWER FEED WIRE REPLACE
3	16	REPLACE 7' HIGH TEMP TUBING BUNDLE	CT	42	20' CHEM TUBING BUNDLE REPLACE
3	17	REPLACE 5' HIGH TEMP TUBING BUNDLE	CT	43	20' CHEM TUBING BUNDLE REPLACE
3	18	REPLACE 16' MI CABLE	CT	44	20' CHEM TUBING BUNDLE REPLACE
3	19	REPLACE 15' MI CABLE	CT	45	DEMO EXISTING HEAT TRACE
3	20	REPLACE 39' MI CABLE	RAW	46	20' LOW TEMP TUBING BUNDLE REPLACE
3	21	INSTALL DRAINAGE			



Exclusions:

- N/A

Heat Tracing Design Criteria Assumptions:

Minimum Ambient	0°F
Maintain Temp (Process)	NA
Maximum Exposure Temp	1100°F
Insulation Type	Mineral Wool & Fiberglass
Insulation Thickness	NA
Area Classification	C1D2
Operating Voltage	120V - 208 Volts

Heat Tracing Bid Basis:

The Heat Trace scope was developed utilizing the document below.

Used to Identify Scope of Work:

- *Job Site Walk Down 5/7/21*
- *1410334446 Appendix B Bid Workbook.xlsx*
- *1410334446 Appendix A Technical Specifications.pdf*
- *1410334446 RFP Heat Trace Inspection and Maintenance.docx*
- *1410334446 Appendix A Att A CWT Item 41 42 43 44 from CIRCUITS.pdf*
- *1410334446 Appendix A Att A B54 Unit 4 ISO Item 37 38 39, 40.pdf*
- *1410334446 Appendix A Att A B52 Unit 2 ISO and Circuits P61-74.pdf*
- *1410334446 Appendix A Drawings.pdf*
- *1410334446 App A Att A B52 Unit 2 ISO and Circuits P26-46.pdf*
- *1410334446 Appendix A Att A B52 Unit 2 ISO and Circuits P47-60.pdf*
- *1410334446 App A Att A B53 Unit 3 ISO and Circuits P1-18.pdf*
- *1410334446 App A Att A B53 Unit 3 ISO and Circuits P19-36.pdf*



Proposal # - 210608JC-1

6/8/2021

Bill of Materials:

Unit + Item No.	Description of Heat Trace Components	QTY	Unit
42,43,44	CHEMICAL TUBING BUNDLE W/ACCESSORIES	100	FT.
46	LOW TEMP TUBING BUNDLE W/ ACCESSORIES	20	FT
2-16, 2-17, 3-16, 3-17	HIGH TEMP TUBING BUNDLE W/ ACCESSORIES	50	FT.
41	10/3 POWER FEED WIRE	400	FT
35, 36, NA, NA	SAMPLE LINE TUBING BUNDLE W/ACCESSORIES	1600	FT
2-4, 2-10, 2-13, 3-12, 3-13, 3-14	14' MI CABLE 120V	6	EA.
2-1, 3-19, 3-26, 3-28, 3-32	15' MI CABLE 120V	5	EA.
2-2, 3-27	24' MI CABLE 120V	2	EA.
2-12	37' MI CABLE 120V	1	EA.
2-6, 3-20	39' MI CABLE 120V	2	EA.
3-25	40' MI CABLE 120V	1	EA.
2-8	64' MI CABLE 120V	1	EA.
4-37	72' MI CABLE 120V	1	EA.
4-39, 4-40	80' MI CABLE 120V	2	EA.
4-38	97' MI CABLE 120V	1	EA.
All	METAL TIE WIRE	5	EA.
2-9, 2-14, 2-15, 3-29	HOT TO HOT MI WELD KIT	4	EA.
2-3, 2-5, 2-11, 3-15, 3-31	HOT TO COLD MI WELD KIT	5	EA.
2-3, 2-5, 2-11, 3-15, 3-31	MI COLD LEAD	5	EA.
35, 36, NA, NA	PANDUIT ZIP TIES		EA.

Project Timeline

Craft	Days	Crew Size
Heat Trace	25	2
Insulation	25	2
Scaffold	10	5
Heat Trace Operation & Maintenance Manual	5	1



Proposal # - 210608JC-1

6/8/2021

Pricing:

Pricing Includes:

- Personal Protection Equipment.
- Hotels, per diem and travel expenses
- Net 30 payment.
- Based on standard rates, no overtime figured.
- freight Charges.
- 45' Man lift.
- Porta John.
- Office Trailer.
- Heat Trace labor and materials
- Insulation labor and materials
- Scaffolding access for sample line tubing bundles – sub-contracted.
- Power distribution for cooling tower.
- Troubleshooting lines stated.
- Tubing bundle mechanical connections.
- Dumpster.
- Tools & equipment
- Electrical Power connection

Pricing Excludes:

- Pricing is assumed to be tax exempt; no state or local sales taxes have been included.

Pricing	Price
Heat Trace & Insulation Materials	\$106,962.00
Heat Trace & Insulation Labor	\$80,972.00
Mobilization / Demobilization (per diem, rentals and travel)	\$22,808.00
Scaffolding (Includes first 28-day rental)	\$45,629.00
Total	\$256,371.00

Clarifications:

- Pricing is based upon a mutually agreeable construction schedule with adequate lead time to mobilize materials, labor, and equipment for the performance of this work.
- Pricing is based upon work being released in a manner that allows crews to have continuous work while onsite during one mobilization. Any delays to the work, other than those attributable to Patriot employees, will be basis for additional compensation.
- Materials to be billed once arrived onsite.
- Labor to be billed Weekly.
- Patriot shall provide a complete installation manual package, including post installation testing readings on the circuit we work on.
- Utilize existing branch circuits to power new heat trace.
- Patriot will return during the fall outage to repair outage heat trace items.



Proposal # - 210608JC-1

6/8/2021

Thank you for the opportunity to prepare and offer this pricing for your review. Please feel free to direct any questions or comments directly to me in our Warwick, RI office.

Respectfully Submitted,

President
John R. Caruso

John R. Caruso

Phone: 401-932-9159

Email: John.Caruso@Patriotthermal.Com

PATRIOT THERMAL CONTROLS – info@patriotthermal.com – 67 Gilbane Street, Warwick RI 02886
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Proposal # - 210413JC-1

April 13, 2021

JEA – Brandy Branch
1507 Beaver Street W.
Jacksonville, FL 32234

Subject: 2021 Comprehensive Heat Trace Survey

Patriot Thermal Controls is pleased to provide the following price to perform a heat trace survey plant wide at the JEA Brandy Branch Energy. Below, please review the project and let me know if you have any questions. Thank you for the opportunity to work with you to improve your freeze protection system.

Regards; John Caruso – President

Scope of Work:

This proposal includes the following scope of work.

Comprehensive Heat Trace Survey – (field work)

- Patriot to provide Labor to perform a comprehensive heat trace audit plant wide. We plan to take amperage, ohm and meg ohm readings on each circuit from each heat trace panel. We will then megger, ohm and amp test every heat trace power connection kit plant wide with 1000 VDC (threshold of failed heat trace is 5 meg ohm and below). Our plan is to tag each heat trace failed line in the field and give precise directions on the location and piping process. We also plan to label each power connection kit with a box number, panel number and circuit number.

Comprehensive Heat Trace Survey Report – (Office work)

- Patriot to provide various reports consisting of test results from each heat trace panel (breaker status report), each power connection kit (heat trace Line status report) and a failed heat trace lines with recommendations for replace or repair and includes pricing for each failed line (Failed Heat Trace Line Status Report). Report will be processed off site, process takes estimated four days.

Insulation Survey (Included)

- Patriot to provide labor to preform a plant-wide insulation survey. We plan to visually inspect all outdoor piping and vessels for damaged or removed insulation and document within our report. This report will consist of the location, pictures, and budgetary repair cost for each failed insulation item.



Proposal # - 210413JC-1

Project Timeline

Trade	Duration	Crew Size
Heat Trace Survey - Onsite	10 days	3-5
Heat Trace Survey - Office	5 days	1

Pricing:

Pricing Includes –

- Miscellaneous materials (tags, zip ties, paper & electrical connection replacements).
- All direct and indirect site labor, insurances, overhead and profit.
- Pricing has included one (1) each mobilizations and demobilizations of equipment and personnel to Company’s worksite. Additional mobilization(s)/demobilization(s) required will be basis for additional compensation.
- Personal Protection Equipment.
- Net 30 payment.
- 45’ Man Lift
- Quote valid for 30 days.

Pricing Excludes –

- Pricing is assumed to be tax exempt; no state or local sales taxes have been included.
- Office trailer.
- Porta john.

<u>Heat Trace Service</u>	<u>Price</u>
Materials	\$650.00
Travel, Lodging & Per diem	\$10,160.00
Rentals	\$1,900.00
Labor	\$36,082.00
TOTAL	\$48,792.00

Clarifications –

- Pricing is based upon a mutually agreeable construction schedule with adequate lead time to mobilize materials, labor, and equipment for the performance of this work.
- Pricing is based upon work being released in a manner that allows crews to have continuous work while onsite during each mobilization. Any delays to the work, other than those attributable to Patriot employees, will be basis for additional compensation.



Proposal # - 210413JC-1

Thank you for the opportunity to prepare and offer this pricing for your review. Please feel free to direct any questions or comments directly to me in our Warwick, RI office.

Respectfully Submitted,

President

John R. Caruso

John R. Caruso

Phone: 401-932-9159

Email: John.Caruso@patriotthermal.com

www.Patriotthermal.com



Scope of Services

Comprehensive Audit – Electric Heat Trace System

Comprehensive Heat Trace Audit:

1. Includes all information recorded from the breakers within each HT power/distribution/control panel:
 - Panel number
 - Circuit Breaker number
 - Operating Current (amperage)
 - Circuit Breaker Resistance (ohms)
 - Circuit Breaker Ground Fault Resistance (megohms)
2. A list is created of all “Failed Breakers” from each heat trace panel. “Failed Breaker” readings are defined as any CB resistance that is “open” and any CB megohm reading that is less than 5.0.
3. **This activity also includes testing each circuit and each heat trace line individually. Each junction box is opened; the cable is tested; notations made regarding potential problem areas; verification of each cable as wired to the appropriately indicated breaker via “tone generation” back to the appropriate heat trace panel.** Discrepancies will be noted as found
4. A “Report of Findings” will be created and issued both electronically and hardcopy detailing line-by-line recommendations (repair / replace) with estimated material and installation labor costs any heat trace and accessories required for those identified failed items
5. A Quality Control check is performed on any junction box that has been opened during the “investigation phase”. This QC check includes a physical/mechanical check of each junction box, with an accompanying photograph. The purpose of this QC check is to ensure that the Heat Trace line will be in working order once the system has been placed in service after completion of the audit.
6. Upon completion of the Standard Audit, the system will be placed in “manual” and all CB operating current measurements will be taken a second time. This information will be recorded and compared to the original measurements in order to ensure that all segments (lines) of the system are, in fact, working upon completion of the audit.



6/08/21

Patriot – 2021 Service Rate Sheet

Standard Rate for Heat Tracing:

Heat Trace Project Manager:	\$92.50/hour
Heat Trace Project Leader:	\$72.50/hour
Heat Trace Technician:	\$62.50/hour
Electrician:	\$62.50/hour

Standard Rate for Insulating:

Insulation Project Manager:	\$92.50/hour
Insulation Project Leader:	\$53.50/hour
Insulation Technician:	\$35.50/hour

The Standard Rate is for hours of services performed during a normal business week. A normal business week is defined as Monday through Friday. Our normal business day is considered 8 hours on site excluding travel. Minimum Service Call billing will be (4) Hours – ½ day.

Overtime Rate:

Single Day Engagements:

Services performed in excess of 8 continuous hours are 1.48X the Standard Rate.

Saturday Rate:	1.48x	the Standard Rate.
Sunday Rate:	1.96x	the Standard Rate.
Official Holiday:	1.96x	the Standard Rate.

Week Engagements:

Services performed in excess of 40 hours during any contiguous 5-day period are 1.5X the Standard Rate.

B. Travel Time: Vehicle \$65.00/day

Travel time is from Patriot main office located in Warwick, RI to customer site, and is considered “straight time” (not to be used in the compilation of overtime hours, nor applicable to weekend rates).

C. Per Diem: \$50.00/day

Per diem rates are charged on service engagements that are at least 8 hours in length on any single project. Per-diem covers living expenses incurred by the Technicians. Hotel and airline expenses are billed at cost.

D. Rental Equipment and Subcontractors:

Patriot will include an additional 10% to all Vendor Rental and Subcontractor invoicing.



Company Reference

6/8/2021

VERTEX PHARMACUTICALS

Contact: John Layton <john_layton@vrtx.com>

Job Value: \$325,535.00

Scope: Cooling Tower Heat Trace and Insulation Repairs.

COGENTRIX - BRIDGEPORT ENERGY

Contact: Kyle Hill KyleHill@cogentrix.com

Job Value: \$122,945.00

Scope: Plant wide Heat Trace and Insulation Repairs & Audit

ETHOS ENERGY – COLORADON BEND 1

Contact: Fischer, Derek (EthosEnergy) <Derek.Fischer@ethosenergygroup.com>

Job Value: \$72,450.00

Scope: Plant wide Heat Trace and Insulation Repairs & Audit

1410334446 Appendix B Bid Workbook - Heat Trace Inspection & Repair Services

A	B	C	D	E	F	G
Unit	Item # from the	Location (Each location listed below corresponds to the Unit Information in this workbook and picture / ISO dwgs and circuits associated with the Unit	Heat Trace - Repair	Lagging, Insulation & Cladding	Scaffolding	Total Repair Price based on current know / needed repair or replacement
2	1	BOTTOM WEST PIPE RACK HRSG 2	\$ 1,235.00	\$ 742.00	\$ -	\$ 1,977.00
2	2	BOTTOM WEST PIPE RACK HRSG 2	\$ 1,455.00	\$ 848.00	\$ -	\$ 2,303.00
2	3	BOTTOM WEST PIPE RACK HRSG 2	\$ 570.00	\$ 245.00	\$ -	\$ 815.00
2	4	Jbox Ground SouthWest HRSG	\$ 1,235.00	\$ 823.00	\$ -	\$ 2,058.00
2	5	Jbox Ground Center HRSG	\$ 570.00	\$ 245.00	\$ -	\$ 815.00
2	6	BOILER FEEDWATER DECK	\$ 2,120.00	\$ 1,785.00	\$ -	\$ 3,905.00
2	7	DB 03 Boot Drain	\$ 2,988.00	\$ 2,344.00	\$ -	\$ 5,332.00
2	8	DB 13 Boot Drain	\$ 2,830.00	\$ 1,966.00	\$ -	\$ 4,796.00
2	9	TOP HRSG 2	\$ 570.00	\$ 245.00	\$ -	\$ 815.00
2	10	TOP HRSG 2	\$ 1,235.00	\$ 742.00	\$ -	\$ 1,977.00
2	11	TOP HRSG 2	\$ 570.00	\$ 245.00	\$ -	\$ 815.00
2	12	HRSG 2 SOUTH END	\$ 2,180.00	\$ 1,780.00	\$ -	\$ 3,960.00
2	13	Jbox 20' above grade near CEMS 2	\$ 1,235.00	\$ 742.00	\$ -	\$ 1,977.00
2	14	HRSG 2 NORTH WEST GROUND	\$ 570.00	\$ 245.00	\$ -	\$ 815.00
2	15	HRSG 2 NORTH WEST GROUND	\$ 570.00	\$ 245.00	\$ -	\$ 815.00
2	16	HRSG 2 NORTH WEST GROUND	\$ 2,450.00	\$ 245.00	\$ -	\$ 2,695.00
2	17	SAMPLE TUBING SPLICE AT COLUMN G-16	\$ 2,450.00	\$ 245.00	\$ -	\$ 2,695.00
2	18	BOTTOM WEST PIPE RACK	\$ 760.00	\$ -	\$ -	\$ 760.00
3	12	TOP HRSG 3	\$ 1,235.00	\$ 742.00	\$ -	\$ 1,977.00
3	13	TOP HRSG 3	\$ 1,235.00	\$ 742.00	\$ -	\$ 1,977.00
3	14	TOP HRSG 3	\$ 1,235.00	\$ 742.00	\$ -	\$ 1,977.00
3	15	TOP HRSG 3	\$ 570.00	\$ 245.00	\$ -	\$ 815.00
3	16	HRSG 3 SOUTH END	\$ 2,450.00	\$ 245.00	\$ -	\$ 2,695.00
3	17	See Line item under Unit Information for specific reference	\$ 2,450.00	\$ 245.00	\$ -	\$ 2,695.00
3	18	See Line item under Unit Information for specific reference	\$ 1,325.00	\$ 814.00	\$ -	\$ 2,139.00
3	19	UNIT 3 PLATFORM	\$ 1,290.00	\$ 790.00	\$ -	\$ 2,080.00
3	20	UNIT 3 PLATFORM	\$ 2,135.00	\$ 1,890.00	\$ -	\$ 4,025.00
3	21	BOTTOM WEST PLATFORM HRSG 3	\$ 465.00	\$ -	\$ -	\$ 465.00
3	22	BOTTOM WEST PLATFORM HRSG 3	\$ 465.00	\$ -	\$ -	\$ 465.00
3	23	BOTTOM WEST PLATFORM HRSG 3	\$ 465.00	\$ -	\$ -	\$ 465.00
3	24	BOTTOM WEST PLATFORM HRSG 3	\$ 465.00	\$ -	\$ -	\$ 465.00
3	25	BOTTOM WEST PLATFORM HRSG 3	\$ 2,344.00	\$ 1,890.00	\$ -	\$ 4,234.00
3	26	BOTTOM WEST PLATFORM HRSG 3	\$ 1,290.00	\$ 888.00	\$ -	\$ 2,178.00
3	27	INSIDE BLOWDOWN TANK SUMP	\$ 1,560.00	\$ 900.00	\$ -	\$ 2,460.00
3	28	INSIDE BLOWDOWN TANK SUMP	\$ 1,290.00	\$ 888.00	\$ -	\$ 2,178.00
3	29	WEST SIDE BOTTOM HRSG 3	\$ 570.00	\$ 245.00	\$ -	\$ 815.00
3	30	WEST SIDE BOTTOM HRSG 3	\$ 760.00	\$ -	\$ -	\$ 760.00
3	31	WEST SIDE BOTTOM HRSG 3	\$ 570.00	\$ 245.00	\$ -	\$ 815.00
3	32	WEST SIDE BOTTOM HRSG 3	\$ 1,290.00	\$ 888.00	\$ -	\$ 2,178.00
3	33	See Line item under Unit Information for specific reference	\$ 465.00	\$ -	\$ -	\$ 465.00
3	34	See Line item under Unit Information for specific reference	\$ 465.00	\$ -	\$ -	\$ 465.00
4	35	See Line item under Unit Information for specific reference	\$ 19,400.00	\$ 395.00	\$ 11,407.25	\$ 31,202.25
4	36	See Line item under Unit Information for specific reference	\$ 19,400.00	\$ 395.00	\$ 11,407.25	\$ 31,202.25
4	37	LEFT OF JBOX CKT. 23	\$ 2,980.00	\$ 2,215.00	\$ -	\$ 5,195.00
4	38	See Line item under Unit Information for specific reference	\$ 2,770.00	\$ 2,865.00	\$ -	\$ 5,635.00
4	39	See Line item under Unit Information for specific reference	\$ 2,770.00	\$ 2,780.00	\$ -	\$ 5,550.00
4	40	See Line item under Unit Information for specific reference	\$ 2,770.00	\$ 2,780.00	\$ -	\$ 5,550.00
4		See Line item under Unit Information for specific reference	\$ 19,400.00	\$ 395.00	\$ 11,407.25	\$ 31,202.25
4		See Line item under Unit Information for specific reference	\$ 19,400.00	\$ 395.00	\$ 11,407.25	\$ 31,202.25
CTWR	41	NORTH OF CTWR.	\$ 1,450.00	\$ -	\$ -	\$ 1,450.00
CTWR	42	See Line item under Unit Information for specific reference	\$ 1,400.00	\$ 245.00	\$ -	\$ 1,645.00
CTWR	43	See Line item under Unit Information for specific reference	\$ 1,400.00	\$ 245.00	\$ -	\$ 1,645.00
CTWR	44	See Line item under Unit Information for specific reference	\$ 1,400.00	\$ 245.00	\$ -	\$ 1,645.00
CTWR	45	See Line item under Unit Information for specific reference	\$ 431.00	\$ -	\$ -	\$ 431.00
RAW WTR	46	See Line item under Unit Information for specific reference	\$ 1,650.00	\$ 245.00	\$ -	\$ 1,895.00
Subtotal of insulation and Scaffolding for Evaluation (may be used to evaluate other bidders)				\$ 39,331.00	\$ 45,629.00	
Full System Comprehensive Audit - Per the Technical Specifications - Includes, Megging lines, reports, etc.					\$ 36,082.00	\$ 36,082.00
Mobilizaion / Demobilization (Lump Sum Price) Per major mobilization event					\$ 35,518.00	\$ 35,518.00
Work Scope Description - Used if Supplier is using T&M and not Lump Sum Pricing			Percentage	Estimate		
Scaffolding Mark up - Used if a Bidder does not Fill in Lump Sum pricing for Scaffolding, Column F			0%	\$ -	< Highest Number from other Bidders	\$ -

1410334446 Appendix B Bid Workbook - Heat Trace Inspection & Repair Services

A Unit	B Item # from the	C Location (Each location listed below corresponds to the Unit Information in this workbook and picture / ISO dwgs and circuits associated with the Unit)	D Heat Trace - Repair	E Lagging, Insulation & Cladding	F Scaffolding	G Total Repair Price based on current know / needed repair or replacement
Insulation Mark up - Used if a Bidder does not Fill in Lump Sum pricing for Insulation Column E			0%	\$ -	< Highest Number from other Bidders	\$ -
Rental Equipment Mark up Percentage			0%	\$ 15,000.00	JEA Forecast	\$ 15,000.00
Total Bid Price (enter the Amount in the green box on the Bid form Line 1)						\$ 320,163.00

1410334446 Evaluation - Normalized Pricing & Work Approach

	Brace			Patriot			Sinc			nVent		
	Heat Trace Repair	Insulation	Scaffolding	Heat Trace Repair	Insulation	Scaffolding	Heat Trace Repair	Insulation	Scaffolding	Heat Trace Repair	Insulation	Scaffolding
Fixed Price Heat Trace (Required for Proposal Acceptance)	\$ 186,654.00	\$ 110,740.00	\$ 62,680.00	\$ 148,603.00	\$ 48,772.00		\$ 182,956.27	\$ -	\$ -	\$ 215,193.70	\$ -	\$ -
Full System Comprehensive Audit - Per the Technical Specifications - Includes, Megging lines, reports, etc.	\$ 65,542.00		Only Partially Complete	\$ 36,082.00		Only Partial 4 week T&M number	\$ 40,835.00	No Lump Bid, Move to T&M	No Lump Bid, Move to T&M	\$ 65,279.18	No Lump Bid, Move to T&M	No Lump Bid, Move to T&M
Mobilization / Demobilization (Lump Sum Price) Per major mobilization event	\$ -	No Mob. Listed		\$ 35,518.00			\$ 2,500.00			\$ 2,043.94		
Time & Materials	Mark up %	Amount to Evaluate		Mark up %	Amount to Evaluate		Mark up %	Amount to Evaluate		Mark up %	Amount to Evaluate	
Scaffolding Mark up - Used if a Bidder does not Fill in Lump Sum pricing for Scaffolding. Column F	0%	Not Used, bid lump sum items		0%	\$ 62,680.00	\$ 62,680.00	10%	\$ 62,680.00	\$ 68,948.00	15%	\$ 62,680.00	\$ 72,082.00
Insulation Mark up - Used if a Bidder does not Fill in Lump Sum pricing for Insulation Column E	0%	Not Used, bid lump sum items		15%	Not Used, bid lump sum items		10%	\$ 110,740.00	\$ 121,814.00	15%	\$ 110,740.00	\$ 127,351.00
Rental Equipment Mark up Percentage	0%	\$15,000.00	\$ 15,000.00	10%	\$15,000.00	\$ 16,500.00	5%	\$15,000.00	\$ 15,750.00	15%	\$15,000.00	\$ 17,250.00
	Total	\$ 440,616.00		Total	\$ 348,155.00		Total	\$ 432,803.27		Total	\$ 499,199.82	
Price Points (70 Points Evaluation)	55.3			70.0			56.3			48.8		
Work Approach Evaluation (30 points)	17			12			5			7		
Total Evaluated Price	72.3			82.0			61.3			55.8		