

Welcome to the

Awards Meeting

June 27, 2024, 10:00 AM EST

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

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

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

Please contact **Camie Evers** by telephone at **(904) 832-3385** or by email at **everca@jea.com** if you experience any technical difficulties during the meeting.

JEA Awards Agenda
June 27, 2024
225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

[Teams Meeting Info](#)

Consent Agenda

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

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 06/20/2024 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Request for Proposal	1411453446 Integrated Program Management and Execution for the Small Diameter Pipe Replacement Program	Vu	England-Thims & Miller, Inc.	Capital	\$35,420,000.00	\$35,420,000.00	\$35,420,000.00	N/A	Five (5) Years w/Two (2) Optional 1 Yr Renewals Start: 07/01/2024 End: 06/30/2029	Five Percent (5%) Evaluation Criteria Four Waters Engineering (Design) 2% (\$708,400) CSI-Geo (Geotechnical) 0.25% (\$88,550) Meskel & Associates (Geotechnical) 0.25% (\$88,550) Construction Engineering & Consultants (CEI Services) 1.25% (\$442,750) VIA Consulting Services (CEI Services) 1.25% (\$442,750)
	Deferred										

3	GSA Contract/Piggyback	Splunk Storage Monitoring Cloud Subscription	Datz	CDW-Government, LLC	O&M	\$1,607,396.90	N/A	\$1,607,396.90	N/A	Two (2) Years and three and a half month w/one (1) Optional 1 Yr Renewal Start: 06/30/2024 End: 10/15/2026	N
<p>Piggyback Contract: GSA Schedule No: 47QSWA18D008F For additional information contact: Angel Iosua</p> <p>This request for award proposes that JEA use the GSA authorized Splunk reseller CDW to facilitate a two (2) year and three and a half month purchase for the Splunk Cloud and Splunk Enterprise Suite of products which comprises JEA's standard Security Information and Event Management (SIEM) solution, SECaaS (Security as a Service), and the generic role as a single-repository, information correlation engine with ML/AI (Machine Language/ Artificial Intelligence) capability for all enterprise systems. JEA's Splunk solution supports a variety of use cases including threat detection, compliance (CIP and others), real-time telemetry and event analysis including cyber incident investigation.</p> <p>JEA's Splunk platform has been in the development and build in stages since approximately FY21, and started primarily to serve as the new log correlation engine to replace the current solutions which were approaching end of life. This solution was widely expanded architecturally during FY22/23 to facilitate the overall replacement of additional systems to align with current information security and compliance requirements in addition to increased cyber-attacks and the required identification of potential system vulnerabilities. The most noteworthy and impactful expansion resulted in holistic replacement of the existing SIEM solution with Splunk ES (Enterprise Security). Due to the recent expansion, JEA has increased the usage from ingesting 50GB licenses to 100GB licenses, which have caused the upgrade to products that can sustain growth throughout the organization. To ensure that our costs remain flat and within budget guidelines, this request is to award a new contract for the next two fiscal years (FY25 & FY26) with a co-term (06/2024 through 10/2024) to align the contract term dates and the end of JEA's fiscal year. The co-term for this contract is to have all the items on one renewal end date eliminating the need for one (1) year contracts which would be significantly higher in price and not within reasonable budget tolerances. The increase from the official term and pricing were caused by the growth within JEA which caused a cost model shift.</p> <p>This request for SPLUNK hot storage/monitoring cloud subscription is for \$1,607,396.90. Due to the sensitive nature of the product solution architecture and configuration, JEA's procurement of the Splunk Product Suite has utilized the overarching GSA contracts to facilitate procurement. CDW's pricing has been heavily negotiated with Splunk, Inc. and will remain the same for FY24, FY25 and FY26. CDW has been deemed fair and reasonable and is 85% lower than the GSA published price shown and attached as backup.</p>											
4	Joint Project	Nassau County - William Burgess Extension	Melendez	Petticoat-Schmitt Civil Contractors, Inc.	Capital	\$3,227,206.67	N/A	\$3,227,206.67	N/A	Project Completion Start: 09/03/2024 End: 01/30/2026 (Estimated)	N/A
<p>Three (3) Bids Received (Nassau County) For additional information contact: Marline McDonald</p> <p>Nassau County is proposing to extend William Burgess Blvd from US 17 to Miner Road. The roadway will be a multi-travel lane urban roadway section with curb and gutter with sidewalk along one side. As part of a Joint Project with Nassau County, it is proposed to install a total of 10,400 feet of 16-inch water main along this new roadway (9,100 feet along William Burgess and 1,300 feet along Miner Rd). Currently a single water main connection exists between the West Nassau WTP and the Nassau service area east of US 17. The contractor will also install 3,867 feet 16-inch force main, and 264 feet of 16-inch reclaim main long same corridor. Upon completion, the watermain will provide redundancy to the Nassau Water Grid and provide capacity for future growth.</p> <p>Nassau County bid out the project which included JEA's portion of the work. The low bid is below the JEA estimate and was reviewed by JEA staff and deemed reasonable when compared to other projects.</p>											
5	Joint Project	Nassau County - William Burgess Extension	Melendez	England-Thims & Miller, Inc.	Capital	\$331,900.50	N/A	\$331,900.50	N/A	Project Completion Start: 09/03/2024 End: 01/30/2026 (Estimated)	N/A
<p>Five (5) Proposals Received (Nassau County) For additional information contact: Marline McDonald</p> <p>Nassau County is proposing to extend William Burgess Blvd from US 17 to Miner Road. The roadway will be a multi-travel lane urban roadway section with curb and gutter with sidewalk along one side. As part of a Joint Project with Nassau County, it is proposed to install a total of 10,400 feet of 16-inch water main along this new roadway (9,100 feet along William Burgess and 1,300 feet along Miner Rd). Currently a single water main connection exists between the West Nassau WTP and the Nassau service area east of US 17. Upon completion, the watermain will provide redundancy to the Nassau Water Grid and provide capacity for future growth.</p> <p>As support of the project, JEA will be utilizing the same construction, engineering and inspection (CEI) firm for the contract administration as Nassau County. JEA's portion of the CEI work was included with the Nassau County request for proposals for CEI services. The negotiated hourly rates are deemed reasonable compared to other current projects and the total CEI price is under the JEA estimate for these services.</p>											

6	Joint Project	Nassau County - Chester Rd- David Hallman to Pages Dairy Rd	Melendez	Reeves Construction Company	Capital	\$3,409,065.06	N/A	\$3,409,065.06	N/A	Project Completion Start: 09/17/2024 End: 01/31/2026 (Estimated)	N/A
	<p>One (1) Bid Received (Nassau County) For additional information contact: David King</p> <p>Nassau County is proposing to widen and upgrade Chester Rd from David Hallman Pkwy to Pages Dairy Rd. The improvements will include road widening, an urban curb and gutter section, signalization, street lighting, drainage, and other incidentals. As part of a Joint Project with Nassau County, it is proposed to install a total of 2180 feet of 16-inch reuse main along Chester Rd (1,850 feet of 16" PVC open cut and 330 feet of 16" jack and bore with 30" Casing). Approximately 1,859 feet of 16" PVC force main open cut and 332 feet of 16" PVC Force main jack and bore with 30" Casing. Due to roadway widening and new drainage alignment, approximately 560 feet of JEA's existing 16" water main and 106 feet of existing 6" water main will conflict with the proposed improvements. These conflicts are throughout the project limits.</p> <p>Nassau County bid out the project which included JEA's portion of the work. The bid is below the JEA estimate and was reviewed by JEA staff and deemed reasonable when compared to other projects.</p>										
7	Joint Project	Nassau County - Chester Rd- David Hallman to Pages Dairy Rd	Melendez	CSI-Geo, Inc.	Capital	\$312,772.89	N/A	\$312,772.89	N/A	Project Completion Start: 09/17/2024 End: 01/31/2026 (Estimated)	Y CSI Geo, Inc. - 100% JSEB Certified (\$312,772.89)
	<p>Four (4) Proposals Received (Nassau County) For additional information contact: David King</p> <p>Nassau County is proposing to widen and upgrade Chester Rd from David Hallman Pkwy to Pages Dairy Rd. The improvements will include road widening, an urban curb and gutter section, signalization, street lighting, drainage, and other incidentals. As part of a Joint Project with Nassau County, it is proposed to install a total of 2180 feet of 16-inch reuse main along Chester Rd (1,850 feet of 16" PVC open cut and 330 feet of 16" jack and bore with 30" Casing). Approximately 1,859 feet of 16" PVC force main open cut and 332 feet of 16" PVC Force main jack and bore with 30" Casing. Due to roadway widening and new drainage alignment, approximately 560 feet of JEA's existing 16" water main and 106 feet of existing 6" water main will conflict with the proposed improvements. These conflicts are throughout the project limits.</p> <p>As support of the project, JEA will be utilizing the same construction, engineering and inspection (CEI) firm for the contract administration as Nassau County. JEA's portion of the CEI work was included with the Nassau County request for proposals for CEI services. The negotiated hourly rates are deemed reasonable compared to other current projects and the total CEI price is under the JEA estimate for these services.</p>										
8	Single Source	Inventory Purchases of JEA Items GCBAR002, VCBAR002, and VCBAR003	Phillips	Mitsubishi Electric Power Products, Inc.	Capital	\$12,041,925.00	N/A	\$12,041,925.00	N/A	Eight (8) years, with 2 - 1 yr. renewals Start Date: July 11, 2024 End Date: 12/31/2032	N/A
	Moved to Regular Agenda as Item 1										

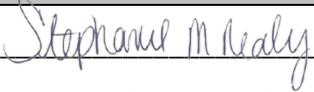
Consent Agenda Action

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

Regular Agenda

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)	Action
1	Single Source	Inventory Purchases of JEA Items GCBAR002, VCBAR002, and VCBAR003	Phillips	Mitsubishi Electric Power Products, Inc.	\$12,041,925.00	N/A	\$12,041,925.00	N/A	Eight (8) years, with 2 - 1 yr. renewals Start Date: July 11, 2024 End Date: 12/31/2032	N/A	Motion by: _____ David Emanuel Second by: _____ Raynetta Marshal Committee Decision: _____ Approved
<p>For additional information contact: Lynn Rix</p> <p>The purpose of this single source contract is to purchase the following items:</p> <ul style="list-style-type: none"> •GCBAR002 (BREAKER, DEADTANK, SF6, 72.5KV, 3000A, 350KV BIL, 50KA, SPRING, COMPOSITE BUSHINGS, DOUBLE DOOR MODEL) •VCBAR002 (BREAKER, VACUUM, 28.4KV, 1200 AMP, 150KV BIL, 25 KA SHORT CIRCUIT) •VCBAR003 (BREAKER, VACUUM, 28.4 KV WITH RELAYS, 1200 AMP, 150KV BIL, 25 KA SHORT CIRCUIT) <p>This long-term contract will allow us to be more efficient and strategic with these purchases by qualifying for the slotting program and a two percent (2%) volume discount. Although Mitsubishi does not guarantee pricing for this breaker long term, Mitsubishi has historically adjusted pricing with CPI being a key indicator. Current pricing and demand have been used to calculate the amount of this Award, however, Mitsubishi will provide new pricing as orders are placed based on slots allocated.</p> <p>We previously had the VCBAR002 and VCBAR003 on a similar contract with good results. We are now adding the GCBAR002 to this new contract to receive the cost and slotting benefits as price and lead times are increasing. These three (3) breakers are the only breakers of their type authorized by JEA Electric Standards for this application as they have a smaller footprint than existing breakers, can easily be used as replacements in our legacy substations, have performed flawlessly, are easy to work with, and have had no maintenance issues.</p> <p>Request approval to award a single source contract to Mitsubishi Electric Power Products, Inc. for Inventory Purchases of JEA Items GCBAR002, VCBAR002 and VCBAR003 carried in JEA's inventory stock for a total of \$12,041,925.00, subject to the availability of lawfully appropriated funds.</p> <p>DISCUSSION/ACTION: Clarification was requested as to why this award is a Single Source. Mitsubishi is the standard for JEA for these type of breakers. Additionally, there is concern regarding manufacturing slotting. Clarification was also requested regarding the amount and duration of the award. The cost of the award is the estimated cost until 2032.</p> <p>DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Kris Rosenhauer, Raynetta Marshall, Kenny Pearson</p>											

Consent and Regular Agenda Signatures

Budget	Name/Title	
Awards Chairman	Name/Title	
Procurement	Name/Title	
Legal	Name/Title	

Awards Minutes 06/20/2024

JEA Awards Agenda June 20, 2024

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

[Teams Meeting Info](#)

Consent Agenda

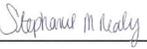
The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the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

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%; \$ - awarded)
1	Minutes	Minutes from 06/13/2024 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Increase	102-19 Bulk Ferric Chloride Supply	Vu	PVS Technologies, Inc.	O&M	\$570,494.72	\$1,242,460.00	\$4,429,280.05	09/30/2021 - \$983,708.49 03/16/2023 - \$222,616.84 05/04/2023 - \$435,441.68 08/24/2023 - \$797,936.17 10/17/2023 - \$176,622.15	Three (3) Years w/Two (2) 1 Yr Renewals Start: 11/01/2019 End: 10/31/2024 No Renewals Remaining	N/A
		<p>Last Awarded: 08/24/2023 For additional information contact: Dan Kruck</p> <p>The scope of work for this contract includes providing bulk ferric chloride (iron salts) to Buckman Wastewater Reclamation Facility (WRF). Ferric chloride is used to control phosphorus during the treatment of wastewater.</p> <p>This contract increase request is to add funds necessary to purchase ferric chloride through the end of the contract term. The wastewater treatment load at the Buckman WRF has been higher than projected when this contract was last renewed. In addition to the increased usage, the unit pricing for ferric chloride has increased 9.78% this fiscal year. Both of these issues has caused the contract funds to be used faster than anticipated. It is estimated, based on the current wastewater treatment load, that the award amount will allow the purchase of ferric chloride through the end of the contract term. JEA is in the process of re-bidding the scope of work of this contract, and anticipates the new contract will be in place by the time that this one expires.</p>									
3	Invitation For Bid	1411617646: Kennedy Substation Control Cable and Protection System Replacement	Melendez	Reliable Substation Services, Inc.	Capital	\$3,960,000.00	N/A	\$3,960,000.00	N/A	Project Completion Start Date: 6/6/2024 End Date: 11/30/2024	Yes Breaking Ground, (Control House), \$795,00.00
		<p>Original Response Due Date: 4/2/2024 Response Due Date Extension: 4/9/2024; 4/23/2024, 5/14/2024 Mandatory Pre-Bid Response Meeting(s): 3/5/2024, 4/15/2024, 4/30/2024 Responses Received: Two (2); Reliable Substation Services and Powerserve Technologies, Inc. For Additional Information Contact: Angel Iosua</p> <p>This award request for \$3,960,000.00 to be awarded to Reliable Substation Services, Inc. to complete the Kennedy Substation Control Cable and Protection System replacement project. The purpose of this Invitation for Bid is for the installation of a new control house and associated raceways, conduit and cabling at Kennedy 69kV yard. The scope of work includes the installation of foundations for all structures and equipment, including power and control conduit stub-outs as required along with the construction of the masonry Control House, complete with all architectural, structural, mechanical, electrical, and plumbing components and systems. The scope of work also includes a pre-construction preparation, construction preparation and civil site work and below grade electrical involving administrative documents and construction submittals, third party testing company to test concrete, soils and compaction as required within the civil specifications, installation of potable and reclaimed water interconnection and site preparation.</p> <p>In an effort to gain more supplier participation, this bid was extended three separate times in total with date extensions from 4/9 to 5/14. Feedback for low participation included reasons received from separate vendors stating they cannot support scope and schedule and too many other commitments along with environmental concerns. To mitigate concerns from vendors, the business unit extended the project completion date and included a Supplemental Work Allowance (SWA) of 10%.</p>									

Consent Agenda Action

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

Consent and Regular Agenda Signatures

Budget	Name/Title	
Awards Chairman	Name/Title	 CFO
Procurement	Name/Title	
Legal	Name/Title	

Award #2 Supporting Documents 06/27/2024

1411453446 Integrated Program Management and Execution for the Small Diameter Pipe Replacement Program

Vendor Rankings	Seth Finnicum	Erin Hilton-Jones	Mike Sulayman	Σ Rank	Rank	Total Score
CPH Consulting, LLC	2	2	3	7	2	221.60
Engineering Design Technologies, Inc.	3	3	2	8	3	209.00
England-Thims & Miller	1	1	1	3	1	250.80

Seth Finnicum	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total	Rank
CPH Consulting, LLC	25.60	21	23	4	73.60	2
Engineering Design Technologies, Inc.	20.20	24	14	4	62.20	3
England-Thims & Miller	26.20	34	23	0	83.20	1

Erin Hilton-Jones	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total	Rank
CPH Consulting, LLC	26.40	28	20	4	78.40	2
Engineering Design Technologies, Inc.	25.40	29	18	4	76.40	3
England-Thims & Miller	28.40	35	23	0	86.40	1

Mike Sulayman	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total	Rank
CPH Consulting, LLC	21.60	26	18	4	69.60	3
Engineering Design Technologies, Inc.	20.40	26	20	4	70.40	2
England-Thims & Miller	27.20	32	22	0	81.20	1

Overall Averages	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total
CPH Consulting, LLC	24.53	25.00	20.33	4.00	73.87
Engineering Design Technologies, Inc.	22.00	26.33	17.33	4.00	69.67
England-Thims & Miller	27.27	33.67	22.67	0.00	83.60

June 7, 2024

Justin Sencer, PE
2434, North Pearl Street
Jacksonville, Florida 32206

ETM Project Number 23-271

**RE: Small Diameter Pipe Replacement Program – ETM Fee Summary Proposal
Five Year Forecast By Program Work Tasks**

Dear Mr. Sencer,

ETM is pleased to provide the scope and fee summary for the Integrated Program Management and Execution for the Small Diameter Pipe Replacement Program. This multi-year contract will establish the foundation for project selection criteria and prioritization/performance measures that are expected to guide JEA CPI budget priorities for existing small diameter assets for decades.

The work tasks listed below and further detailed in the attached Scope of Services are ETM's work plan to execute the anticipated work included in the JEA CPI budget Indexes for the Small Diameter Pipe Replacement Program. This fee summary is for the initial five-year contract term (Fiscal Year 24 through Fiscal Year 29). The fee summary covers tasks as described in the attached Scope of Services for the Integrated Program Management and Execution for the Small Diameter Pipe Replacement Program. The Scope of Services provides for all aspects of the Technical Specification included in the solicitation (and all addenda) to include water mains, force mains, gravity sewer and reclaimed mains less than 16-inch in diameter.

The scope includes Program Management for all pipe types, Design of defined projects and CEI Services for Contractor Bid projects. The continued Program Management, Design and CEI tasks of the former Galvanized Pipe Replacement Program projects are also included.

Consistent with the previous experience for tasks under the former Galvanized Pipe Replacement Program and taking into account the current Capital Project Index (CPI) approved cumulative budgets for CPI Indexes 101-41, 175-78S and 175-79S, ETM utilized the following percentages to generate the below Task forecasts and Contract Not-To-Exceed Cap of **\$35,420,000**: Program Management: 10%, Design: 9% and CEI: 9%. It is expected that Task based Purchase Orders will be issued in alignment with Program workflow and specific CPI available funds.

1. Program Management (includes Project Area Identification and Definition) **\$12,490,000**

Fiscal Year 25-29: \$12,490,000 (specific fee and scope determined at the beginning of each FY)

2. Design Services (includes detailed Project Design) **\$11,465,000**

Fiscal Year 25 - 29: \$11,465,000 (specific fee and scope determined at the beginning of each FY based on anticipated projects)



ETM Small Diameter Fee Summary Proposal

ETM 23-271

June 7, 2024

3. **CEI Services (includes CEI for Contractor Bid projects)** **\$11,465,000**

Fiscal Year 25 - 29: \$11,465,000 (specific fee and scope determined at the beginning of each FY based on anticipated projects)

Proposed JSEB Utilization

ETM has historically exceeded JSEB Contract goals by engaging subcontractors on various tasks based on the authorized scope of work. ETM will continue to explore opportunities for JSEB participation as scopes of work for each task are more clearly defined.

With the JSEB firms identified below, we are prepared and committed to exceeding the 5% JSEB utilization goal on this Contract (JSEB 5% goal is \$1,771,000).

• Design	4Waters Engineering – 2%	\$708,400
• Geotechnical	CSI-Geo - 0.25%	\$88,550
• Geotechnical	Meskel & Associates - 0.25%	\$88,550
• CEI Services	Construction Engineering & Consultants - 1.25%	\$442,750
• CEI Services	VIA Consulting Services - 1.25%	\$442,750

We are excited to continue our partnership with JEA to provide the services needed to execute the Small Diameter Pipe Replacement Program and look forward to starting as soon as authorized by JEA.

Please contact me with any questions you may have.

Sincerely

England-Thims & Miller, Inc.



Robert J Kermitz

Vice President/Program Manager

Attachments:

- ETM Hourly Fee Schedule dated May 29, 2024
- Scope of Services for JEA's Integrated Program Management and Execution for the Small Diameter Pipe Replacement Program

ENGLAND-THIMS & MILLER, INC.
JEA NEGOTIATED HOURLY FEE SCHEDULE
Integrated Program Management and Execution
for the Small Diameter Pipe Replacement Program
May 29, 2024

Management & Engineering	Rate (2024)
Senior Advisor	\$298.00 /Hr.
Program Manager	\$275.00 /Hr.
Senior Project Manager	\$270.00 /Hr.
Project Manager	\$235.00 /Hr.
Assistant Project Manager	\$162.00 /Hr.
Contract Manager	\$161.00 /Hr.
Assistant Contract Manager	\$127.00 /Hr.
Senior Utilities Coordinator	\$190.00 /Hr.
Senior Engineer	\$231.00 /Hr.
Engineer (PE)	\$186.00 /Hr.
Engineer (EI)	\$128.00 /Hr.
Senior Engineering Designer	\$175.00 /Hr.
Engineering Designer	\$148.00 /Hr.
CADD Technician	\$135.00 /Hr.
Intern	\$60.00 /Hr.
Construction Engineering & Inspection	
CEI Construction PM	\$209.00 /Hr.
Senior Inspector	\$158.00 /Hr.
Inspector	\$134.00 /Hr.
Inspector Technician	\$105.00 /Hr.
GIS & Support Services	
Geospatial Consultant	\$157.00 /Hr.
Geospatial Analyst	\$126.00 /Hr.
Geospatial Specialist	\$101.00 /Hr.
Geospatial Technician	\$83.00 /Hr.
Administrative Support	\$100.00 /Hr.
Management & Engineering - Supplementary	
Principal-CEO/CSO	\$475.00 /Hr.
President	\$375.00 /Hr.
Executive Vice President	\$362.00 /Hr.
Construction Engineering & Inspection - Supplementary	
CEI Senior Engineer (PE)	\$305.00 /Hr.
GIS & Support Services -- Supplementary	
Director of Geospatial Operations	\$221.00 /Hr.
Geospatial Program Manager	\$193.00 /Hr.
Planning & Landscape Architecture - Supplementary	
Senior Planner	\$223.00 /Hr.
Planner	\$173.00 /Hr.
Senior Landscape Architect	\$212.00 /Hr.
Landscape Architect	\$186.00 /Hr.
Landscape Designer	\$148.00 /Hr.
Creative/Art Director	\$191.00 /Hr.

Green highlighted fields are categories ETM expects to use in the Small Diameter Contract.

Scope of Services
Integrated Program Management and Execution for the
Small Diameter Pipe Replacement Program
ETM 23-271

Introduction

The Scope of Services described below is to provide Integrated Program Management and Execution for the Small Diameter Pipe Replacement Program (Program) as defined in the JEA Solicitation, JEA Technical Specification and other related professional services to JEA for the implementation of Small Diameter Pipe projects. These services, provided by England-Thims & Miller, Inc. and its' subconsultants, as described in our proposal will be provided on a Task Order basis in a manner consistent with JEA budget availability. This multi-year contract will establish the foundation for project selection criteria and prioritization/performance measures that are expected to guide JEA CPI budget priorities for existing small diameter assets for decades.

The pipe types included under this Program (but not limited to) the following areas:

- Small diameter water mains
- Small diameter gravity mains
- Small diameter sewer pressure mains
- The focus will be on poorly performing materials, including but not limited to:
 - Galvanized Iron pressure mains
 - Asbestos Cement pressure mains
 - Ferrous pressure mains
 - Reinforced Concrete gravity mains
 - Ferrous gravity mains

The Program Manager shall develop a data driven capital improvement plan for the prioritization of rehabilitation and replacement of small diameter mains serving JEA water, sewer, and reuse customers in alignment with JEA Capital Project Indexes (CPI). The Program Manager shall be responsible for administering the projects identified in each CPI providing administration of scoping, surveying, design, permitting, bidding, and construction administration services (including inspection).

To efficiently provide the services described under this Contract, JEA will provide contractor level access to a limited number of Program Manager employees to obtain GIS data, As-Built documentation, FMS ticket data (Field Management System work orders, i.e., break data), capital budget forecasting, procurement requests (i.e., bidding and purchase orders), and performance data (i.e., hydrant flow tests, pump run times, pressure readings, and CCTV/manhole inspections).

The Scope of Services is comprised of multiple Tasks for each CPI or Project as follows:

- Task 1. Program Management including Preliminary Engineering and Project Definition
- Task 2 Design

Task 3 Construction Engineering & Inspection Services (CEI)

The above narrative is described in further detail in the remainder of this Scope of Services.

Task 1: Program Management Services:

Task 1.A: Initial Program Management Services

Prepare a Work Plan

ETM shall prepare an overall Program Work Plan which shall include the Program description, team members, guidelines for communication, and guidelines for Program development. The primary objective of the Work Plan will be to develop a data driven capital improvement plan for the prioritization of rehabilitation and replacement of small diameter mains serving JEA water, sewer, and reuse customers. The overall plan will take into account recently lowered annual budgets and Task Order Proposals will align with JEA's Capital Project Indexes (CPI).

Program Kick-Off Meeting

ETM shall conduct a kickoff meeting with JEA staff to discuss the Program and identify the critical aspects of the Program and timing expectations. In addition, ETM and JEA will outline the Program milestones and develop a schedule for the milestones work activities. ETM shall provide an agenda and meeting minutes summarizing the findings of the meeting. ETM recommends sharing the Program with other agencies via existing monthly COJ/JEA/FDOT/JTA coordination meetings to communicate the extent of the Program and its' potential effect on other agency projects and the community.

Program Progress Meetings

ETM shall organize regular Program progress meetings with JEA staff. Due to the size and complexity of the Program, meetings may be organized by specific Capital Project Indexes/pipe types and will allow JEA to effectively review ETM's progress and exchange vital ideas and information. These meetings will be held at least monthly (or more often during the start-up of the Program). Overall resource utilization, Program priority adjustments, schedule review, conflict resolution, and inter-Agency coordination will be typical topics of discussion. ETM will provide an agenda and meeting minutes summarizing the findings of the meetings to JEA.

General Administrative Services:

- ETM will attend Program production meetings with JEA staff on a monthly basis as needed.
- ETM will meet with JEA W&S Preventative Maintenance staff periodically to keep current on changing needs or events that may affect the Program.
- ETM will meet with JEA W&S Planning staff on an as needed basis.
- ETM will assist JEA in finding, applying for and/or acquiring available grants.
- ETM will assist JEA in conducting Public Outreach functions supporting this Program, including preparation of presentation exhibits and participation at Public Meetings.
- ETM will coordinate with other stakeholders as needed.

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Task 1.B: On-going Program Execution Methodology: To continue refinement and build on the Initial Program Execution Methodology described above, ETM will perform the following activities as the Program evolves:

- **Task 1.B.1 Budgets:** ETM will review and provide comments to JEA on individual Project budgets, CPI and Program-level requirements and budgets. Individual Projects will be reviewed at the various design phase submissions. ETM will advise JEA of design, JEA Standards or statutory changes that require a variance in approved budgets
- **Task 1.B.2 Cash Flow Analysis:** ETM will perform cash flow analyses and advise JEA of projected funding needs based on JEA budget management requirements. ETM will develop and maintain a Program cash flow that will forecast and track both design and construction funding for the overall Program by CPI. ETM will provide information in a format consistent with JEA reporting requirements.
- **Task 1.B.3 Schedules and Key Performance Indicators (KPI's):** ETM will develop and maintain Project and/or CPI schedules in a format consistent with JEA reporting requirements. ETM will develop summary schedules that will allow the controls necessary to forecast critical schedule and budget information. ETM will obtain schedules from the COJ, JEA, FDOT, JTA, and others to ensure coordination of design and construction with adjacent or overlapping projects. The schedule development will take into account such items as: contractor resource availability, availability of real estate, availability of grant and other supplemental funding sources, collaboration with other capital improvement programs/Agencies, permitting, and other items which can affect the Program.

ETM, in conjunction with JEA will create Key Performance Indicators of overall Program and specific project indicators as needed to effectively manage and report on the program.

- **Task 1.B.4 Reports:** ETM will provide reports at various intervals during the execution of the Program.
 - Monthly status reports to include recent significant actions, status of projects, updated estimates and schedules.
 - Annual Program reports summarizing the past years activities and forecasting the next years work plan and budget.
 - Mid-Fiscal Year reports to support JEA's annual budget process
 - Trend reports as may be needed for budget and schedule adjustments.
 - Program completion report at end of Contract term.
- **Task 1.B.5 Program Cost Savings Research:** ETM will immediately begin Program cost savings research to identify potential cost savings concepts that may be appropriate for the various small diameter program projects including new technology, equipment or methods. Historically, costs for the design of projects anticipated in the Program included a high proportion for survey, SUE and geotechnical support. ETM will investigate methods of data collection and design requirements that may be advantageous to the Program while still delivering the desired end product. ETM will also research construction methods that may not have been implemented locally based on new technology or Standards restrictions.

“Pilot” Projects will be implemented as agreed to with JEA staff to prove out concepts or alternative methods.

- **Task 1.B.6 Program Mapping/Planning Mapping/Planning:** Initially, during the data gathering phase, ETM will create a break data map (i.e. ‘heat map’) for the different pipe types similar to the previous Small Diameter Program to identify/confirm JEA developed PSS concerns. Further action/testing of various pipe systems will be discussed and recommended. Specifically, inspection of the corrosion prone gravity sewer main and inspection of deterioration prone sewer force mains are needed to support planning activities.

Esri has released a new application called Experience Builder that will allow toggling between various pipe/data types without having to open multiple applications. Subject to acceptance by JEA, we anticipate early conversion of the existing Small Diameter portal to this new application. GIS products provided by ETM will be based upon the COJ’s street centerline file, current City MS4 inventory and JEA provided Water/Sewer/Reclaimed data. These will be produced using ESRI products, which allow for seamless integration into JEA’s existing system.

If acceptable to JEA, we will expand the use of the Arcadis Rehabilitation and Replacement Planning System (RRPS) tool that JEA is already using for specific pipe types. This will minimize program startup time and create one-hub of data for pipe material types within JEA’s system. ETM, in conjunction with JEA will enhance and expand the use of this tool as appropriate with updated likelihood of failure (LOF) and consequence of failure (COF) parameters.

Task 1.C Preliminary Engineering and Project Definition

Initial Program Execution Methodology. In order to implement the Small Diameter Program, ETM will build on work done previously under the Small Diameter (Galvanized Pipe) Program as well as work by JEA and other consultants to perform the following activities

Task 1.C.1. Project /Project Definition: Depending on pipe type, each Project will require boundary definition to identify the limits of pipe to be replaced. ETM will utilize the previously developed galvanized pipe prioritization process as well as Projects described in the CPI Project Scope Statements previously provided as the initial Projects. ETM will evaluate each Project to determine all pipe type attributes including age, material of construction and break data (at a minimum) that may provide data to evaluate pipe condition. This effort may include pipe identification/evaluation via Subsurface Utility Engineering (SUE), CCTV, Non-Destructive Testing (NDT) and/or review of JEA available information. ETM will evaluate each Project in conjunction with JEA Planning to determine any capacity or fire flow issues and if modeling is required, COJ paving/project impact analysis, Joint Agency Project impact analysis and ASH Remediation Program impact analysis. ETM shall conduct site visit(s) as needed to obtain an understanding of the unique attributes that the numerous areas of Jacksonville included in this Program (such as historic attributes, tree canopy, narrow ROW, etc.), develop lists of potential

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stakeholders, and identify potential concerns to each project's execution. In addition, the site visit(s) will be utilized to identify and review potential impacts/conflicts, document the JEA's goals for the Project design and seek methods to expedite the design, permitting and construction processes. ETM will provide an analysis to JEA Staff for review and approval prior to finalizing the specific Project parameters and boundaries. This analysis, captured in specific Project Scope Statements (PSS) is critical to maximizing efficient utilization of resources and controlling scope creep.

Task 1.C.2. Preliminary Engineering

The preliminary engineering phase will lock the design basis prior to the development of detailed design and construction documents. ETM will finalize the installation technique and responsibility (JEA vs Contractor) during this stage, and a preliminary engineering report will be developed to support design activities. Project area surveying may take place during this phase based on schedules and budgets to expedite the design process.

Task 1.C.3. Pipeline Corridor Route Review/Evaluation

ETM shall review all available aerial, topographic, property and utility maps within the project corridor as well as conduct surface reconnaissance field trips as needed to determine a preliminary alignment that conforms with the scope. Consideration shall be given to existing road conditions, available right of way and easements for pipeline routes, quantity and size of trees/power poles that may impact alignment, and other factors identified in the field that could be a hindrance or impact to pipeline routing. Using this information as a base, a proposed pipeline route shall be developed by ETM in AutoCAD format. The proposed route will be based on as-built information provided by JEA, and shall show the following information:

- The location of existing major underground infrastructure such as utility piping and stormwater drainage piping as shown in as-built drawings provided by JEA and available from the COJ NPDES electronic inventory. Any conflicts with existing pipe(s), power, cable or other utilities; and any other construction related issues will be highlighted for discussion.
- For water projects, review shall include fire flow testing and include valves and fire hydrants at appropriate intervals which comply with the requirements of the JEA Water and Wastewater Standards Manual
- The location of existing aboveground infrastructure such as buildings, pavement, concrete pads, driveways, signs, bus stops, traffic signals, etc. as provided by ETM's survey.
- Identified areas of concern that will be evaluated using subsurface exploration during the site survey work.
- Type of construction (open-cut or trenchless techniques).
- Temporary Traffic Control Plan complexity

ETM shall provide JEA with the Preliminary Engineering Drawings for their review, comment, and approval.

Task 2: Design Services:

Task 2.A General Design Services

ETM will perform the following design functions and follow the below general design parameters:

- Prepare plans at agreed to completion stages based on the project type and complexity:
 - Traditional 30%, 60%, 90%, and 100%,
 - Design-Build Criteria Package
 - Other unique design processes
 - Project specific construction specifications at the 90% and final completion stages; and estimates of construction costs as further detailed below.
 - Based on the design efficiencies developed during the previous five years of designing projects specifically to meet the needs of JEA Construction Crews, ETM shall continue to self-perform the detailed design of JEA Construct projects. This work is exempt for the 20% self-perform limitation described in the Technical Specification for Design.
- ETM shall prepare estimates at the various stages of the project based on the agreed to percent submittals: 30%, 60% and 90%. For the 100% design deliverable the estimate and quantity takeoff will be included in the 100% Final Design/ Construction Bid submittal package.
- Designs shall comply with the requirements of appropriate sections of the JEA Water and Wastewater Standards Manual – most current edition.
- For water projects, design shall include fire flow testing and include valves and fire hydrants at appropriate intervals which comply with the requirements of the JEA Water and Wastewater Standards Manual
- Design shall include separation (from other utilities, structures and hardwood trees) in accordance with FAC Chapters 62-555, 62-604, 62-610 and Sections 350 and 429 of the latest JEA Water and Wastewater Standards Manual including project specific JEA Standard Construction Details.
- Design shall include Temporary Traffic Control (TTC) plans for submittal to COJ and/or FDOT as needed.
- Design shall include roadway restoration according to FDOT and COJ specifications and standards.
- Design shall include entranceway, sidewalk, traffic loop, and landscaping restoration as well as restoration of other impacted structures.
- Perform constructability review of plans prior to letting for bids.
- ETM will perform value engineering services on the design plans at the 30% and 90% level of design.
- Participate in design review meetings in order to facilitate the successful resolution of all design review comments.

Task 2.B Public Information Program

ETM will meet with JEA personnel and assist with the project presentation and discussions.

The assistance with this task may include the following:

- Preparation of applications, exhibits, and drawings to show the general layout of the work proposed.

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- Furnishing additional information about the project design required for public education about the project.
- ETM will assist JEA in meeting with the representatives of the owners of affected facilities including utility companies, school districts, railroad companies, pipeline companies, developers and others to discuss the impact of a specific project.
- ETM will assist JEA with Public Outreach in conducting a public notification program for property owners; operators of business, commercial and industrial establishments; and private residents in the vicinity of proposed sites or along the proposed pipeline alignment who will be directly affected by the proposed construction activities. JEA will be responsible for the notifications and announcements.

Task 2.C Real Estate Acquisition Support Services:

- ETM will coordinate the acquisition any of permanent or Temporary Construction Easements (TCE's) at the Conceptual and 60% Design phases. ETM will coordinate and adjust site and boundary surveys and legal descriptions as necessary for acquisition/closing.
- Coordinate the acquisition of environmental Phase I assessments on questionable parcels required for a project, environmental Phase II assessments, as necessary, as determined by review/evaluation of Phase I reports, and for Phase III environmental remediation activities, if and as necessary.
- Support JEA Real Estate and/or any firm JEA utilizes for real estate acquisition tasks.

Task 2.D Post Design/Construction Bidding Support Services

ETM will assist JEA by managing the Post Design/Construction Bidding phase of the Small Diameter Program by accomplishing the following functions:

- Upon satisfactory completion of plans, specifications, cost estimate and contract documents, coordinate with JEA Procurement any projects be put out for bids.
- Attend/run pre-bid conferences.
- Coordinate answers for bidder inquiries and Requests for Information (RFI's).
- Coordinate the issuance and distribution of addenda to the bid documents, as necessary.
- Continue refining final cost estimates, as necessary.
- Assist JEA as needed during the bidding process including evaluating bids or proposals including adherence to any required JSEB participation.
- Assist in preparing paperwork for submittal to the JEA's Awards Committee and support the JEA during award process.
- After award and contracting with the contractors, coordinate the preparation and issuance of "Issued for Construction" sets of construction drawings that incorporate changes made through the addenda process.

Task 2.F Detailed Project Design Task Costs

Detailed Project Design (Lump Sum or NTE Costs will be negotiated for each Project as the Program evolves). The following are specific Project Tasks (Tasks 2.F.1 through 2. I) that may be reflected in the schedule developed for each Project.

Task 2.F.1 Project Meetings

ETM shall prepare and conduct a kickoff meeting with JEA staff to identify and discuss the critical aspects of the project area along the project route. ETM and JEA will work together to outline the project milestones and develop a schedule for the work activities. ETM shall provide an agenda and meeting minutes summarizing the findings of the meeting. ETM shall hold progress meetings at key milestones within the design process of each Project. These meetings will be used for JEA to review the progress of ETM and exchange vital ideas and information. These meetings will be held at the various project review stages. ETM will provide an agenda and meeting minutes summarizing the findings of the meetings to JEA.

Task 2.F.2 Geotechnical Services

Based on the proposed pipeline route, ETM shall provide the following preliminary geotechnical (soil) investigation based on the construction methodology to be implemented:

- Perform subsurface explorations along the pipeline route necessary for the characterization of the existing subsurface conditions and development of preliminary design criteria for the proposed pipeline. For planning purposes, it is assumed that geotechnical borings will be required every 500 feet and to a depth of at least five (5) feet below the pipe invert and or special road crossing areas. Pavement cores will extend two (2) feet below pavement surface. For planning purposes 15% of subsurface explorations are assumed to occur within the roadway.
- Perform SPT borings.
- Perform classification tests on selected samplings obtained from the borings.
- Visually classify soil samples in general accordance with AASHTO and/or Unified Soil Classification System and prepare Test Boring Records.
- Review existing road construction for existing condition (i.e. mixed-in-place) and applicable use of alternate base materials
- Summarize the results of the geotechnical investigations and provide recommendations for surface preparation and design of any proposed structures.
- Review site specifications and revise as appropriate for site-specific requirements.
- Sample Groundwater and analyze the data to comply with FDEP Generic Permit for Groundwater Discharge. The laboratory analyses shall be completed in accordance to FDEP's Standard Operating Procedures (SOPs) and performed by a State of Florida certified laboratory.
- Prepare a Dewatering Plan for the construction project.
- Identify any areas of suspected soil and/or groundwater contamination. Address required mitigation for dewatering and pipeline installation in design and bid documents.

Task 2.F.3 Project Survey and Subsurface Utility Engineering (SUE)

ETM shall provide the following survey services if not already completed:

- A topographic survey of the ROW in accordance with current JEA standards (ASCE 38-02 Quality Level B) shall be performed. The survey shall include both sides of roadways along the project route and shall include all utility locates within the project area. ETM anticipates performing the majority of the survey field effort utilizing Lidar/laser scanning technology.

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- The Surveyor shall locate existing trees and determine the size and species of existing trees.
- The Surveyor shall prepare a final AutoCAD survey meeting the standards set by JEA and ETM. Signed and sealed copies will be provided for documentation.

Once the project approach and proposed routing is locked, ETM shall provide the following SUE information using subcontractor field services:

- A subsurface survey in accordance with current JEA standards (ASCE 38-02 Quality Level A) will be performed.
- Subsurface exploration will be performed at the locations identified during the development of the pipeline route.

If requested, after all survey has been completed, ETM shall provide JEA with copies of the survey and SUE files.

Task 2.F.4 – Permitting Assistance

The permit applications anticipated for this Program include:

- Florida Department of Transportation (FDOT)
- COJ 10-Set Review
- FDEPs Notice of Intent to Generic Permit for the Discharge of Groundwater
- JEA/FDEP Construction of Drinking Water or Wastewater System Permit

ETM shall prepare applications for permits as may be required and related to the facilities to be design under this Contract. Permit-related work shall include furnishing required reports, data, drawings, and other information requested; and assisting JEA in submitting the required permit applications.

ETM shall submit permit applications to JEA for review and meet with JEA as required to discuss JEA's review comments. ETM shall revise the applications as appropriate and submit to appropriate regulatory agencies for review. ETM shall also respond to additional Request for Additional Information (RAI) per permit application. All permit fees will be processed by ETM and reimbursed through monthly invoicing.

Task 2.F.4.A Florida Department of Transportation

If needed for a specific project, ETM shall prepare and submit a permit application to Florida Department of Transportation (FDOT) for their review for the installation of a JEA wastewater collection / transmission system in the FDOT right of way along the proposed pipeline route. ETM shall monitor the permit throughout the approval process. ETM shall submit the permit application to FDOT for review and meet with FDOT as required (estimated to be a minimum of two (2) meetings) to discuss FDOT's review comments. ETM shall provide responses to Requests for Additional Information (RAI) as needed.

Task 2.F.4.B City of Jacksonville Ten-Set Permit Application

If a Project requires a COJ Ten-Set Permit, the ETM shall prepare and submit a permit application to COJ for their review for the installation of a JEA replacement pipeline system in the COJ right of way. ETM shall assist in gaining the COJ Right-of-Way Letter Approval Note which will include the preparation of a Stormwater Pollution Prevention Plan (SWPPP) that

meets the minimum erosion and sedimentation control measures required by the COJ Ordinance 94-994-E. ETM shall monitor the permit throughout the approval process. ETM shall submit the permit application to COJ for review and meet with COJ as required to discuss COJ's review comments.

Task 2.F.4.C FDEP Dewatering Permit

ETM shall prepare or use a sub-consultant to prepare and submit the FDEPs Notice of Intent to Generic Permit for the Discharge of Groundwater to Surface Water. ETM shall subcontract with a geotechnical firm to obtain a pre-discharge sample of groundwater.

Task 2.F.4.D JEA/FDEP Construction of Drinking Water or Wastewater System Permit

For applicable Projects, ETM shall prepare a Permit for Construction of an Extension to a JEA Drinking Water Distribution System and/or JEA Wastewater Collection/Transmission System permit. ETM shall submit permit applications to JEA for review and meet with JEA as required to discuss JEA's review comments. ETM shall revise the applications as appropriate and submit to appropriate regulatory agencies for review.

Task 2.G 60% Design (as applicable)

ETM shall provide engineering services to develop 60% design drawings for the pipeline extension that includes the following:

- Preparation of a final pipeline route based on comments received showing pipeline location, potential utility conflicts, roadways, and demolition areas.
- Coordination of any Roadway and Drainage replacement. Drainage design or repair shall be in accordance to FDOT and COJ standards.

ETM shall provide JEA with one (1) electronic (pdf) file of the sixty percent (60%) design drawings for their review and consideration. ETM shall appropriately address JEA review comments for final approval by JEA. Upon approval, the revised documents will establish the design basis for the next milestone.

Task 2.H 90% Design

The work during this stage will focus on the development of construction documents. This task provides for the preparation of drawings and specifications and conducting formal reviews of the contract documents at certain completion levels.

Task 2.H.1 Preparation of Contract Documents

The contract documents shall include detailed drawings, tables, charts, schedules, and other documentation as may be necessary for the bidding and construction of the pipeline extension. The plan and profile sheets will be developed at a plan view scale of 1" = 20'. This project will utilize JEA's standard technical specifications.

In the progress of the final design task, it is anticipated that two reviews will occur – at the 90% and 100% levels of document completion. For each review, ETM shall appropriately address JEA review comments for final approval by JEA. Upon approval, the revised documents will establish the design basis for the next milestone.

Task 2.H.2 Ninety Percent (90%) Design Documents

ETM shall provide JEA with electronic (pdf) file of ninety percent (90%) Design Drawings for their review and consideration. ETM shall work with their sub-consultants to review any comments on the design. ETM shall meet with JEA as needed to review the 90% Design and discuss comments. The documents submitted at the 90 percent (90%) level will be essentially complete.

Task 2.I – 100% Design (Finalize Construction Documents)

ETM shall prepare final design drawings showing all notations for the installation of the proposed pipeline based on comments at the ninety percent (90%) design review. ETM shall incorporate JEA and Permitting comments as well as work with their sub-consultant for a final QA/QC of the Contract Drawings. ETM shall provide electronic versions of the 2D drawings to JEA for bidding purposes. An estimate and quantity takeoff will be included in the 100% Final Design/ Construction Bid submittal package

Task 3 Construction Engineering Inspection (CEI) Services

ETM will oversee and perform the construction administration and inspection of projects designed and permitted under this program. CEI services will be self-performed by the Program Manager and subconsultant firms, including JSEB firms, to complete Project/task level deliverables. Our proposed scope includes:

- Assisting with final Bid Documents, addenda and bid evaluation
- Conducting the pre-construction meeting and periodic progress meetings
- Inspection of sewer system (including gravity, pump station and force main) and water system
- Maintenance of daily logs
- Management of density and material testing
- Management and response to Submittals and RFI's
- Post design engineering services as needed
- Payment request certifications
- Pressure testing and COC clearance coordination
- As-built reviews
- Final certifications including project documentation and project closeout

Fee proposals will be provided for each specific project in alignment with the expected CEI Service needed for the various types of work under the Program. These fee proposals will describe the anticipated prime/sub fee ratios.



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For all other customers, click below to convert your quote to an order.

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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NWZR531	5/22/2024	SPLUNK 1	7219250	\$1,607,396.90

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
SPLUNK ENT TERM LIC 1GB DAY 1Y Mfg. Part#: SE-T-LIC-ST-1GB- 611 *** Start Date: 06/30/2024 End Date: 10/15/2024 ** Payment TERM 1 Electronic distribution - NO MEDIA Contract: Carahsoft GSA schedule 47QSWA18D008F (47QSWA18D008F)	150	7472788	\$6.46	\$969.00
Splunk Enterprise Security - Term License (1 year) + Standard Success Plan Mfg. Part#: ES-T-LIC-ST-1GB *** Start Date: 06/30/2024 End Date: 10/15/2024 ** Payment TERM 1 Electronic distribution - NO MEDIA Contract: Carahsoft GSA schedule 47QSWA18D008F (47QSWA18D008F)	150	5834003	\$6.46	\$969.00
SPLUNK CLD PLATFORM SUB W COMPLIA Mfg. Part#: SE-S-CLD-SVC-CP-ST-10-49-SVC *** Start Date: 06/30/2024 End Date: 10/15/2024 ** Payment TERM 1 Electronic distribution - NO MEDIA Contract: MARKET	114	7940651	\$2,723.39	\$310,466.46
SPLUNK ENT SEC SUB Mfg. Part#: ES-S-CLD-SVC-ST-S *** Start Date: 06/30/2024 End Date: 10/15/2024 ** Payment TERM 1 Electronic distribution - NO MEDIA Contract: MARKET	114	7906214	\$567.22	\$64,663.08

Award #3 Supporting Documents 06/27/2024

QUOTE DETAILS (CONT.)				
<p><u>SPLUNK CLD THREAT INTELL MGT ENT</u></p> <p>Mfg. Part#: TS-S-CLD-EN-TIM *** Start Date: 06/30/2024 End Date: 10/15/2024 ** Payment TERM 1 Electronic distribution - NO MEDIA Contract: MARKET</p>	1	7372997	\$0.00	\$0.00
<p><u>SPLUNK VIRTUAL CORE CLD SUB</u></p> <p>Mfg. Part#: SE-S-SVC-STOR-ENC-TU *** Start Date: 06/30/2024 End Date: 10/15/2024 ** Payment TERM 1 Electronic distribution - NO MEDIA Contract: MARKET</p>	180	6239836	\$192.52	\$34,653.60
<p><u>Splunk Cloud for Splunk Virtual Core - Dynamic Data Archive True-up - subsc</u></p> <p>Mfg. Part#: SE-S-SVC-ARC-ENC-TU *** Start Date: 06/30/2024 End Date: 10/15/2024 ** Payment TERM 1 Electronic distribution - NO MEDIA Contract: MARKET</p>	550	6239838	\$76.72	\$42,196.00
<p><u>SPLUNK ENT TERM LIC 1GB DAY 1Y</u></p> <p>Mfg. Part#: SE-T-LIC-ST-1GB- 611 *** Start Date: 10/16/2024 End Date: 01/25/2025 ** Payment TERM 2 Electronic distribution - NO MEDIA Contract: Carahsoft GSA schedule 47QSWA18D008F (47QSWA18D008F)</p>	150	7472788	\$2.55	\$382.50
<p><u>Splunk Enterprise Security - Term License (1 year) + Standard Success Plan</u></p> <p>Mfg. Part#: ES-T-LIC-ST-1GB *** Start Date: 10/16/2024 End Date: 01/25/2025 ** Payment TERM 2 Electronic distribution - NO MEDIA Contract: Carahsoft GSA schedule 47QSWA18D008F (47QSWA18D008F)</p>	150	5834003	\$2.55	\$382.50
<p><u>SPLUNK CLD PLATFORM SUB W COMPLIA</u></p> <p>Mfg. Part#: SE-S-CLD-SVC-CP-ST-10-49-SVC *** Start Date: 10/16/2024 End Date: 01/25/2025 ** Payment TERM 2 Electronic distribution - NO MEDIA Contract: MARKET</p>	114	7940651	\$1,076.97	\$122,774.58
<p><u>SPLUNK CLD THREAT INTELL MGT ENT</u></p> <p>Mfg. Part#: TS-S-CLD-EN-TIM *** Start Date: 10/16/2024 End Date: 01/25/2025 ** Payment TERM 2 Electronic distribution - NO MEDIA</p>	1	7372997	\$0.00	\$0.00

Award #3 Supporting Documents 06/27/2024

QUOTE DETAILS (CONT.)

Contract: MARKET

SPLUNK ENT SEC SUB	114	7906214	\$224.32	\$25,572.48
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Mfg. Part#: ES-S-CLD-SVC-ST-S

Start Date: 10/16/2024

End Date: 01/25/2025

**

Payment TERM 2

Electronic distribution - NO MEDIA

Contract: MARKET

SPLUNK VIRTUAL CORE CLD SUB	180	6239836	\$76.13	\$13,703.40
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Mfg. Part#: SE-S-SVC-STOR-ENC-TU

Start Date: 10/16/2024

End Date: 01/25/2025

**

Payment TERM 2

Electronic distribution - NO MEDIA

Contract: MARKET

Splunk Cloud for Splunk Virtual Core - Dynamic Data Archive True-up - subsc	550	6239838	\$30.35	\$16,692.50
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Mfg. Part#: SE-S-SVC-ARC-ENC-TU

Start Date: 10/16/2024

End Date: 01/25/2025

**

Payment TERM 2

Electronic distribution - NO MEDIA

Contract: MARKET

SPLUNK ENT TERM LIC 1GB DAY 1Y	150	7472788	\$6.59	\$988.50
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Mfg. Part#: SE-T-LIC-ST-1GB- 611

Start Date: 01/26/2025

End Date: 10/15/2025

**

Payment TERM 2

Electronic distribution - NO MEDIA

Contract: Carahsoft GSA schedule 47QSWA18D008F (47QSWA18D008F)

Splunk Enterprise Security - Term License (1 year) + Standard Success Plan	150	5834003	\$6.59	\$988.50
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Mfg. Part#: ES-T-LIC-ST-1GB

Start Date: 01/26/2025

End Date: 10/15/2025

**

Payment TERM 2

Electronic distribution - NO MEDIA

Contract: Carahsoft GSA schedule 47QSWA18D008F (47QSWA18D008F)

SPLUNK CLD PLATFORM SUB W COMPLIA	114	7940651	\$1,717.31	\$195,773.34
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Mfg. Part#: SE-S-CLD-SVC-CP-ST-10-49-SVC

Start Date: 01/26/2025

End Date: 10/15/2025

**

Payment TERM 2

Electronic distribution - NO MEDIA

Contract: MARKET

SPLUNK ENT SEC SUB	114	7906214	\$578.38	\$65,935.32
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Mfg. Part#: ES-S-CLD-SVC-ST-S

Start Date: 01/26/2025

Award #3 Supporting Documents 06/27/2024

QUOTE DETAILS (CONT.)

End Date: 10/15/2025

**

Payment TERM 2
Electronic distribution - NO MEDIA
Contract: MARKET

SPLUNK CLD THREAT INTELL MGT ENT

	1	7372997	\$0.00	\$0.00
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Mfg. Part#: TS-S-CLD-EN-TIM

Start Date: 01/26/2025
End Date: 10/15/2025

**

Payment TERM 2
Electronic distribution - NO MEDIA
Contract: MARKET

SPLUNK VIRTUAL CORE CLD SUB

	550	6239836	\$78.24	\$43,032.00
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Mfg. Part#: SE-S-SVC-STOR-ENC-TU

Start Date: 01/26/2025
End Date: 10/15/2025

**

Payment TERM 2
Electronic distribution - NO MEDIA
Contract: MARKET

Splunk Cloud for Splunk Virtual Core - Dynamic Data Archive True-up - subsc

	180	6239838	\$196.31	\$35,335.80
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Mfg. Part#: SE-S-SVC-ARC-ENC-TU

Start Date: 01/26/2025
End Date: 10/15/2025

**

Payment TERM 2
Electronic distribution - NO MEDIA
Contract: MARKET

Splunk Enterprise Security - Term License (1 year) + Standard Success Plan

	110	5834003	\$128.00	\$14,080.00
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Mfg. Part#: ES-T-LIC-ST-1GB

Start Date: 01/26/2025
End Date: 10/15/2025

**

Payment TERM 2
Electronic distribution - NO MEDIA
Contract: Carahsoft GSA schedule 47QSWA18D008F (47QSWA18D008F)

SPLUNK ENT TERM LIC 1GB DAY 1Y

	110	7472788	\$384.00	\$42,240.00
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Mfg. Part#: SE-T-LIC-ST-1GB- 611

Start Date: 01/26/2025
End Date: 10/15/2025

**

Payment TERM 2
Electronic distribution - NO MEDIA
Contract: Carahsoft GSA schedule 47QSWA18D008F (47QSWA18D008F)

SPLUNK ENT TERM LIC 1GB DAY 1Y

	150	7472788	\$9.15	\$1,372.50
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Mfg. Part#: SE-T-LIC-ST-1GB- 611

Start Date: 10/16/2025
End Date: 10/15/2026

**

Payment TERM 3
Electronic distribution - NO MEDIA
Contract: Carahsoft GSA schedule 47QSWA18D008F (47QSWA18D008F)

Award #3 Supporting Documents 06/27/2024

QUOTE DETAILS (CONT.)				
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<p><u>Splunk Enterprise Security - Term License (1 year) + Standard Success Plan</u></p> <p>Mfg. Part#: ES-T-LIC-ST-1GB *** Start Date: 10/16/2025 End Date: 10/15/2026 ** Payment TERM 3 Electronic distribution - NO MEDIA Contract: Carahsoft GSA schedule 47QSWA18D008F (47QSWA18D008F)</p>	150	5834003	\$9.15	\$1,372.50
<p><u>SPLUNK CLD PLATFORM SUB W COMPLIA</u></p> <p>Mfg. Part#: SE-S-CLD-SVC-CP-ST-10-49-SVC *** Start Date: 10/16/2025 End Date: 10/15/2026 ** Payment TERM 3 Electronic distribution - NO MEDIA Contract: MARKET</p>	114	7940651	\$2,598.87	\$296,271.18
<p><u>SPLUNK ENT SEC SUB</u></p> <p>Mfg. Part#: ES-S-CLD-SVC-ST-S *** Start Date: 10/16/2025 End Date: 10/15/2026 ** Payment TERM 3 Electronic distribution - NO MEDIA Contract: MARKET</p>	114	7906214	\$802.69	\$91,506.66
<p><u>SPLUNK CLD THREAT INTELL MGT ENT</u></p> <p>Mfg. Part#: TS-S-CLD-EN-TIM *** Start Date: 10/16/2025 End Date: 10/15/2026 ** Payment TERM 3 Electronic distribution - NO MEDIA Contract: MARKET</p>	1	7372997	\$0.00	\$0.00
<p><u>SPLUNK VIRTUAL CORE CLD SUB</u></p> <p>Mfg. Part#: SE-S-SVC-STOR-ENC-TU *** Start Date: 10/16/2025 End Date: 10/15/2026 ** Payment TERM 3 Electronic distribution - NO MEDIA Contract: MARKET</p>	180	6239836	\$272.43	\$49,037.40
<p><u>Splunk Cloud for Splunk Virtual Core - Dynamic Data Archive True-up - subsc</u></p> <p>Mfg. Part#: SE-S-SVC-ARC-ENC-TU *** Start Date: 10/16/2025 End Date: 10/15/2026 ** Payment TERM 3 Electronic distribution - NO MEDIA Contract: MARKET</p>	550	6239838	\$105.23	\$57,876.50
<p><u>SPLUNK ENT TERM LIC 1GB DAY 1Y</u></p> <p>Mfg. Part#: SE-T-LIC-ST-1GB- 611 *** Start Date: 10/16/2025 End Date: 10/15/2026 ** Payment TERM 3 Electronic distribution - NO MEDIA</p>	110	7472788	\$532.92	\$58,621.20

Award #3 Supporting Documents 06/27/2024

QUOTE DETAILS (CONT.)

Contract: Carahsoft GSA schedule 47QSWA18D008F
(47QSWA18D008F)

Splunk Enterprise Security - Term License (1 year) + Standard Success Plan	110	5834003	\$177.64	\$19,540.40
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Mfg. Part#: ES-T-LIC-ST-1GB

Start Date: 10/16/2025

End Date: 10/15/2026

**

Payment TERM 3

Electronic distribution - NO MEDIA

Contract: Carahsoft GSA schedule 47QSWA18D008F
(47QSWA18D008F)

SUBTOTAL	\$1,607,396.90
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$1,607,396.90

PURCHASER BILLING INFO

Billing Address:
JEA
ACCOUNTS PAYABL
PO BOX 4910
JACKSONVILLE, FL 32201-4910
Phone: (904) 665-8402
Payment Terms: VISA

DELIVER TO

Shipping Address:
JEA
225 N PEARL ST
JACKSONVILLE, FL 32202-3158
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

John Vrablik | (877) 466-6333 | johnvra@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$1,607,396.90	\$45,489.33/Month	\$1,607,396.90	\$52,304.70/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

Award #3 Supporting Documents 06/27/2024

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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Award #3 Supporting Documents 06/27/2024

SE-S-SVC-STOR-ENC-TU	550	\$ 686.45	\$ 78.24	\$ 377,547.50	\$ 43,032.00	\$ 334,515.50	88.60%
SE-S-SVC-ARC-ENC-TU	180	\$ 273.59	\$ 196.31	\$ 49,246.20	\$ 35,335.80	\$ 13,910.40	28.25%
Total				\$ 3,004,600.82	\$ 398,373.46	\$ 2,606,227.36	86.74%
Term 2 Total					\$ 577,881.42		

Term 3 10/16-2025-10/16/2026							
GSA vs CDW-G Cost							
Manufacturer Part#	Qty	GSA Contract Price	CDW-G Price	GSA Ext \$	CDW-G Ext \$	\$ Diff	% Diff
SE-T-LIC-ST-1GB- 611/150ea	150	\$ 1,968.82	\$ 9.15	\$ 295,323.00	\$ 1,372.50	\$ 293,950.50	99.54%
SE-T-LIC-ST-1GB- 611/110ea	110	\$ 1,968.82	\$ 532.92	\$ 216,570.20	\$ 58,621.20	\$ 157,949.00	72.93%
ES-T-LIC-ST-1GB/150ea	150	\$ 2,188.70	\$ 9.15	\$ 328,305.00	\$ 1,372.50	\$ 326,932.50	99.58%
ES-T-LIC-ST-1GB/110ea	110	\$ 2,188.70	\$ 177.64	\$ 240,757.00	\$ 19,540.40	\$ 221,216.60	91.88%
SE-S-CLD-SVC-CP-ST-10-49-SVC	114	\$ 10,594.28	\$ 2,598.87	\$ 1,207,747.92	\$ 296,271.18	\$ 911,476.74	75.47%
ES-S-CLD-SVC-ST-S	114	\$ 2,536.00	\$ 802.69	\$ 289,104.00	\$ 91,506.66	\$ 197,597.34	68.35%
TS-S-CLD-EN-TIM	1	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
SE-S-SVC-STOR-ENC-TU	180	\$ 686.45	\$ 272.43	\$ 123,561.00	\$ 49,037.40	\$ 74,523.60	60.31%
SE-S-SVC-ARC-ENC-TU	550	\$ 273.59	\$ 105.23	\$ 150,474.50	\$ 57,876.50	\$ 92,598.00	61.54%
Total				\$ 2,851,842.62	\$ 575,598.34	\$ 2,276,244.28	79.82%

Grand Total						\$ 1,607,396.90	
Avg Overall % Diff							85.03%

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this 18th day of November, 2020, by and between JEA (“JEA”) and Nassau County, Florida (“Nassau County”).

Recitals

WHEREAS, JEA and Nassau County (collectively, the “Agencies” or, individually, an “Agency”), will enter into agreement for the design and construction of the William Burgess Boulevard Extension Project, US 17 to Miner Road Water Main (the “Work”);

WHEREAS, the Agencies desire to collectively solicit bids for both the design and construction (the “Work”) for the William Burgess Boulevard Extensions Project, US 17 to Miner Road Water Main;

WHEREAS, the Agencies have discussed the terms and conditions on which JEA will draft, issue and manage the Solicitation, and the Agencies desire to put such terms and conditions in writing;

NOW, THEREFORE, in consideration of the mutual promises contained herein, each of the Agencies agree as follows:

Agreements

1. Design Services. Following execution of this MOU, Nassau County will amend its design contract with GAI, Inc. to include JEA’s portion of the work. JEA will be responsible for all design costs associated with the incorporation of the water main design.
2. Construction Services. Upon completion of the design services, Nassau County will issue a Solicitation for construction of the William Burgess Boulevard Extension Project, US 17 to Miner Road Water Main in the form of the draft Solicitation circulated to each of the Agencies prior to execution of this MOU (the “Construction Solicitation”).
3. Bidding. Nassau County will invite JEA to review the responses to RFPs and RFBs. For RFBs, the County shall choose the lowest cost responsible bidder for construction work, determining lowest cost on the basis of lowest cost for Roadway work and Utilities work combined. For RFPs for planning and design services, evaluation of proposals shall be the

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

4. Construction Engineering Inspection (CEI) Services. Upon completion of the design services, Nassau County will issue a Solicitation for Construction Engineering Inspection (CEI) services for the William Burgess Boulevard Extension Project, US 17 to Miner Road Water Main in the form of the draft Solicitation circulated to each of the Agencies prior to execution of this MOU (the "CEI Solicitation").
5. Award Recommendation. Nassau County, on behalf of the Agencies, will manage the Construction Solicitation and CEI Solicitation (the "Solicitations") and make all administrative determinations concerning minimum qualifications, timeliness, responsiveness and all other aspects of administration of the Solicitations up to and including determining the successful bidders (the "Successful Bidders").
6. Contract. Each Agency will enter into a separate final contract with the Successful Bidders for the scope of work described in the Construction Solicitation and CEI Solicitation (collectively, the "Contracts" or, separately, a "Contract"). Subject to the terms set forth in this MOU, the Agencies bind themselves to the good faith negotiation of Contracts with the Successful Bidders. Nassau County shall issue the Construction Solicitation and CEI Solicitation and negotiate standard contract terms and conditions on behalf of all Agencies, which terms and conditions will be substantially in the form of the standard contract provisions contained in the Solicitation (including the Special Provisions for JEA, attached in an Appendix to the Construction Solicitation and CEI Solicitation).

7. Term. Each contract will have a term until completion (the “Initial Term”), commencing on the effective date of each Contract.
8. Fee Payment. The costs of the Solicitations will be shared equally among the Agencies. Each Agency shall be responsible for all of its respective costs for all services and equipment procured by the Agency under the Solicitations and nothing in this MOU or in the Solicitations shall be construed to create an obligation of one Agency to cover any costs or expenses or create any liability of one Agency for the access control system of another Agency. JEA will pay CEI and Construction costs associated with and required by the Water Main construction directly to the CEI service provider and Construction contractor. Nassau County will pay CEI and Construction costs associated with and required by the Roadway resurfacing and widening construction directly to the CEI service provider and Construction contractor.
9. Contract Management: Each Agency will be responsible for administration of its own Contracts, including, but not limited to all purchase orders, invoices, payments, contract management, amendments and renewals. However, each Agency shall continue to collaborate with all Agencies by providing notice to the other Agencies as soon as reasonably possible after an Agency discovers any problems or issues with the Access System or the services provided under the Contracts.
10. Joint Marketing. Each Agency will use commercially reasonable efforts to solicit interest in the Solicitations.
11. Publicity. All press releases issued by any Agency with respect to this MOU, the Solicitations or the relationship created by the Agencies with the Successful Bidders shall be presented to the other Agencies reasonably in advance of issuance and shall be subject to the other Agencies’ prior approval, which shall not be unreasonably withheld or delayed.
12. Procurement Management. Each Agency shall appoint a single individual (a “Procurement Manager”) to be primarily responsible for: (1) arranging all meetings, visits and

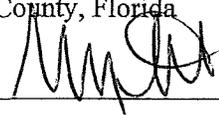
consultations between the Agencies relating to the Solicitations; (2) receiving all notices under this MOU and the resulting Solicitations; and (3) coordinating all administrative matters relating to the Solicitations. The Procurement Managers shall also be responsible for coordinating the resolution of any issues and disputes between the parties arising under this MOU. From time to time during the terms of the Contracts, each Agency may replace its Procurement Manager with another person having equivalent authority by providing written notice to the other Agencies.

13. Warranties. Each Agency represents and warrants to the other agencies that neither the execution of this MOU nor the performance described hereunder will, directly or indirectly, violate or interfere with the terms of another agreement to which such Agency is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for performance under this MOU. Each Agency represents and warrants to the other Agency that it will not enter into any agreement, if the execution or performance of such agreement would violate or interfere with this MOU or the resulting Solicitations or Contracts.

14. General: This MOU may be amended only by a written instrument executed by all Agencies. This MOU and all transactions contemplated herein shall be governed by, construed in accordance with, and enforced under the laws of the State of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules. Any litigation involving this MOU shall take place in the state or federal courts located exclusively in Nassau County, Florida.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed and delivered by their duly authorized officers, as of the date first above written.

Nassau County, Florida

By: , Thomas Ford

Its: Chairman

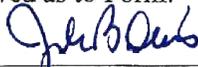
MES
11-18-20

JEA

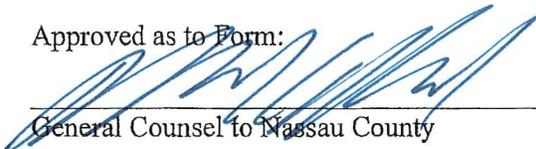
By: Heather Beard for

Its: Jenny McCollum , Director Procurement Services

Approved as to Form:


General Counsel to JEA

Approved as to Form:


General Counsel to Nassau County

SECTION 00 41 15

BID FORM

PROJECT IDENTIFICATION: William Burgess Blvd. Extension
Bid Number NC2 -010
Nassau County, Florida

BID DEADLINE: April, 2024 at 10:00 AM EST
THIS BID IS SUBMITTED TO: Board of County Commissioners, Nassau County
Judicial Annex
Office of the Ex-Officio Clerk
76347 Veterans Way, Suite 456
Yulee, Florida 32097

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Company Name (typed or printed): PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.
Business address: 6380 PHILIPS HWY., JACKSONVILLE, FL 32216
Phone No.: (904) 751-0888 Fax No.: (904) 751-0988
Contact Name: JEFFREY RUMER
Contact Title: EXECUTIVE VICE PRESIDENT
Contact email address: jrumer@petticoatschmitt.com

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the County.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.	Addendum Date
<u>1</u>	<u>3/19/24</u>
<u>2</u>	<u>4/5/24</u>
<u>3</u>	<u>4/12/24</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect costs, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by the County and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer of Record is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Spec No.	Item	Estimated Qty.	Unit	Unit Cost	Total
	A	ROADWAY				
1	101 1	MOBILIZATION	1	LS		
2	102 1	MAINTENANCE OF TRAFFIC (MOT)	1	LS		
3	102-3	COMMERICAL MATERIAL	100	SY		
4	102 71 13	TEMPORARY BARRIER, F&I LOW PROFILE	2120	LF		
5	102 71 16	TEMPORARY BARRIER, F&I FREESTANDING	1630	LF		
6	102 71 23	TEMPORARY BARRIER, RELOCATE, LOW PROFILE	1740	LF		
7	102 71 26	TEMPORARY BARRIER, RELOCATE, FREESTANDING	1370	LF		
8	102 89 1	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION	8	EA		
9	102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	600	ED		
10	104 1	EROSION CONTROLS	1	LS		
11	107-2	MOWING	170	AC		
12	110 1 1	CLEARING & GRUBBING (INCLUDES TREE CLEARING)	1	LS		
13	110 4 10	REMOVAL OF EXISTING CONCRETE	827	SY		
14	120 1	REGULAR EXCAVATION	43,425	CY		
15	120 4	SUBSOIL EXCAVATION	7,767	CY		
16	120 4A	OVER EXCAVATION (CONTINGENCY)	1	LS	\$50,000	\$50,000
17	120 6	EMBANKMENT	70,648	CY		
18	120 6A	A-3 SAND BACKFILL (CONTINGENCY)	1	LS	\$50,000	\$50,000
19	160 4	TYPE B STABILIZATION (12")	60,476	SY		
20	285 7 01	OPTIONAL BASE, BASE GROUP 01, (4") Type B 12.5	685	SY		
21	285 7 04	OPTIONAL BASE, BASE GROUP 04	11,762	SY		
22	285 7 09	OPTIONAL BASE, BASE GROUP 9, 10" LIMEROCK	36,726	SY		
23	0327 70 4	MILLING EXIST ASPH PAVT, 3" AVG DEPTH	5310	SY		
24	0327 70 6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	4811	SY		
25	0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (SHARED USE PATH)	971	TN		
26	0334 1 53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG 76-22 (ROADWAY)	3,710	TN		
27	0337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	3,970	TN		

Award #4 Supporting Documents 06/27/2024

62	425 2 91	MANHOLES, J-8, <10'	1	EA		
63	425 2 92	MANHOLES, J-8,>10'	1	EA		
64	430174115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"SD/CD	555	LF		
65	430174118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD/CD	4,760	LF		
66	430174124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD/CD	1,921	LF		
67	430174130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"SD/CD	1,414	LF		
68	430174136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"SD/CD	1,094	LF		
69	430174136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42"SD/CD	889	LF		
70	430175218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP, 18"SD/CD	190	LF		
71	430518100	STRAIGHT CONC ENDWALL, SINGLE. O DEG, ROUND	1	EA		
72	430982123	MITERED END SECTION, OPTIONAL ROUND, 15" CD	6	EA		
73	430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	3	EA		
74	430982133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	7	EA		
75	430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD	2	EA		
76	430982140	MITERED END SECTION, OPTIONAL ROUND, 42" CD	1	EA		
SUBTOTAL: B - DRAINAGE						
C						
SIGNING AND PAVEMENT MARKING						
	Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total
77	654 2 11	MID-BLOCK CROSSWALK	2	AS		
78	700 1 11	SINGLE POST, SIGN, F&I GROUND MOUNT, UP TO 12 SF	68	AS		
79	700 1 60	SINGLE POST SIGN, REMOVE	13	AS		
80	700 12 21	SIGN BEACON, F&I, GROUND MOUNT – SOLAR POWERED, ONE BEACON	2	AS		
81	706 1 3	RAISED PAVEMENT MARKER, TYPE B	949	EA		
82	710 17	REMOVE NON-CONFLICTING MARKINGS	156	SF		
83	710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	5.837	GM		
84	710 11123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	1,516	LF		
85	710 11124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	601	LF		
86	710 11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	1661	LF		
87	710 11131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 10-30 OR 3-9 SKIP, 6"	0.119	GM		
88	710 11141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE /6-10DOTTED EXTENSION, 6"	0.053	GM		

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89	710 11144	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-2 EXTENTION LINE FOR ROUNDABOUT, 12"	0.03	GM		
90	710 11160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	13	EA		
91	710 11170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	57	EA		
92	710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	5.539	GM		
93	710 11224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	738	LF		
94	710 11241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	0.107	GM		
95	710 11290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	156	LF		
96	710 90	PAINTED PAVEMENT MARKINGS – FINAL SURFACE	1	LS		
97	711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	1516	LF		
98	711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	601	LF		
99	711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	184	LF		
100	711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE /6-10DOTTED EXTENSION, 6"	0.053	GM		
101	711 11144	THERMOPLASTIC, STANDARD, WHITE, 2-2 EXTENTION LINE FOR ROUNDABOUT, 12"	0.03	GM		
102	711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	13	EA		
103	711 11170	THERMOPLASTIC, STANDARD, WHITE, WHITE ARROW	57	EA		
104	711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	738	LF		
105	711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	0.107	GM		
106	711 14125	THERMOPLASTIC, PERFORMED, WHITE SOLID, 24" FOR CROSSWALK	1477	LF		
107	711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	5.837	GM		
108	711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, 10-30 OR 3-9 SKIP, 6"	0.119	GM		
109	0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	5.539	GM		
110	077 1 50A	RELOCATE SCHOOL SIGN	1	AS		
		SUBTOTAL: C - SIGNING AND PAVEMENT MARKING				
	D	SIGNALIZATION				
	Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total
111	0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	932	LF		
112	0630 2 12	CONDUIT, FURNISH & INSTALL,	232	LF		

Award #4 Supporting Documents 06/27/2024

		DIRECTIONAL BORE				
113	0632 7 1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1	PI		
114	0635 2 11	PULL & SPLICE BOX, F&I, 13"X24" COVER SIZE	22	EA		
115	0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1	AS		
116	0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	200	LF		
117	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1	EA		
118	0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	5	EA		
119	0649 21 6	STEEL MAST ARM ASSEMBLY, FURNISH & INSTALL, SINGLE ARM 50'	2	EA		
120	0649 21 10	STEEL MAST ARM ASSEMBLY, FURNISH & INSTALL, SINGLE ARM 60'	2	EA		
121	0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	8	AS		
122	0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	4	AS		
123	0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	2	AS		
124	0653 1 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	3	AS		
125	0660 1110	LOOP DETECTOR, INDUCTIVE, F&I, TYPE 10	10	EA		
126	0660 2102	LOOP ASSEMBLY, F&I, TYPE B	4	AS		
127	0660 2106	LOOP ASSEMBLY, F&I, TYPE F	8	AS		
128	0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	8	EA		
129	0670 5111	TRAFFIC CONTROL ASSEMBLY, F&I, NEMA, 1 PREEMPTION	1	AS		
130	0684 1 1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	1	EA		
131	0685 1 11	UNINTERRUPTABLE POWER SUPPLY, F&I, LINE INTERACTIVE	1	EA		
132	0700 3201	SIGN PANEL, FURNISH & INSTALL, OVERHEAD MOUNT, UP TO 12 SF	4	EA		
133	0700 5 21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, UP TO 12 SF	2	EA		
134	0700 5 22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, UP TO 12-18 SF	2	EA		
		SUBTOTAL: D - SIGNALS				
	E	LIGHTING				
	Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total
135	0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	1652	LF		
136	0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	702	LF		
137	0635 2 11	PULL & SPLICE BOX, F&I, 13"X24" COVER SIZE	26	EA		
138	0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	4	EA		

Award #4 Supporting Documents 06/27/2024

139	0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	550	LF		
140	0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	4	EA		
141	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	4	EA		
142	0715 1 11	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR <	8130	LF		
143	0715 61111	LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE, STANDARD FOUNDATION, 30' MOUNTING HEIGHT	22	EA		
144	0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	4	EA		
		SUBTOTAL: E - LIGHTING				
	F	LANDSCAPING				
	Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total
145	0580 4343	CABBAGE PALMETTO (15 GAL)	7	EA		
146	0580 5142	MUSKAGEE CRAPE MYRTLE (30 GAL)	101	EA		
147	0580 5143	NATCHEZ WHITE CRAPE MYRTLE (30 GAL)	29	EA		
148	0580 5172	BOLD CYPRESS (15 GAL)	83	EA		
149	0580 5223	SOUTHERN LIVE OAK (15 GAL)	120	EA		
150	0580 5234	SLASH PINE (45 GAL)	74	EA		
151	0580 5672	DOGWOOD (30 GAL)	74	EA		
152	0580 5682	REBUD TREE (30 GAL)	59	EA		
153	0580 7103	MUHLI GRASS (3 GAL)	731	EA		
154	0580 7193	DWARF YAUPON (3 GAL)	171	EA		
155	0580 7265	COONTIE (5 GAL)	486	EA		
156	0580 7373	SAND CORDGRASS (3 GAL)	92	EA		
157	0580 7441	TWINFLOWER (1 GAL)	3357	EA		
158	0580 7443	SHINY BLUEBERRY (3 GAL)	896	EA		
159	0580 7621	YELLOW DAYLILY (1 GAL)	7676	EA		
160	0580 (SPECIAL SOIL)	TOP SOIL (MEDIAN ISLANDS)	6000	SY		
161	0590 70	IRRIGATION SYSTEM	1	LS		
162	0526 1 1	PAVERS, ARCHITECTURAL, ROADWAY	870	SY		
163	0526 1 1A	BENCH	6	EA		
164	0526 1 1B	TRASH RECEPTACLE	3	EA		
165	0580 (MAINTENANCE)	12 MONTH MAINTENANCE	1	LS	\$50,000	\$50,000
		SUBTOTAL: LANDSCAPING				
	G	POTABLE WATER				
	Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total

Award #4 Supporting Documents 06/27/2024

166	801.III.2.4	ABANDON BY REMOVAL 12" PIPE	116	LF	
167	801.XII.1	6" PVC DR 18 PIPE	253	LF	
168	801.XII.1	8" PVC DR 18 PIPE	94	LF	
169	801.XII.1	10" PVC DR 18 PIPE	12	LF	
170	801.XII.1	12" PVC DR 18 PIPE	81	LF	
171	801.XII.1	16" PVC DR 25 PIPE	10,421	LF	
172	801.XII.2	6" DI MJ 45 DEG BEND RESTRAINED	10	EA	
173	801.XII.2	6" DI MJ 90 DEG BEND RESTRAINED	28	EA	
174	801.XII.2	8" DI MJ 45 DEG BEND RESTRAINED	2	EA	
175	801.XII.2	8" DI MJ CAP RESTRAINED	2	EA	
176	801.XII.2	10" DI MJ 90 DEG BEND RESTRAINED	1	EA	
177	801.XII.2	12" DI MJ 45 DEG BEND RESTRAINED	1	EA	
178	801.XII.2	12" X 6" DI MJ TEE RESTRAINED	1	EA	
179	801.XII.2	12" X 12" DI MJ TEE RESTRAINED	1	EA	
180	801.XII.2	16" x 12" DI MJ REDUCER	1	EA	
181	801.XII.2	16" DI MJ 11.25 DEG BEND RESTRAINED	13	EA	
182	801.XII.2	16" DI MJ 22.5 DEG BEND RESTRAINED	5	EA	
183	801.XII.2	16" DI MJ 45 DEG BEND RESTRAINED	34	EA	
184	801.XII.2	16" X 6" DI MJ TEE RESTRAINED	20	EA	
185	801.XII.2	16" X 8" DI MJ TEE RESTRAINED	2	EA	
186	801.XII.2	16" X 10" DI MJ TEE RESTRAINED	1	EA	
187	801.XII.2	16" X 12" DI MJ TEE RESTRAINED	1	EA	
188	801.XII.2	16" X 16" DI MJ TEE RESTRAINED	1	EA	
189	801.XII.2	16" DI MJ CAP RESTRAINED	2	EA	
190	801.XII.6	6" PVC PIPE BELL RESTRAINTS	5	EA	
191	801.XII.6	8" PVC PIPE BELL RESTRAINTS	4	EA	
192	801.XII.6	16" PVC PIPE BELL RESTRAINTS	240	EA	
193	801.XII.7	12" PVC SPLIT RING PIPE BELL RESTRAINTS	6	EA	
194	801.XII.9	2" NEW WATER SERVICES	3	EA	
195	801.XII.14	TEMPORARY SAMPLE TAPS	10	EA	
196	801.XIII.1	FIRE HYDRANTS	20	EA	
197	801.XIII.2	FIRE HYDRANT RELOCATION	1	EA	
198	801.XIII.3	6" DI MJ GATE VALVE RESTRAINED	21	EA	
199	801.XIII.3	12" DI MJ GATE VALVE RESTRAINED	3	EA	
200	801.XIII.3	16" DI MJ GATE VALVE RESTRAINED	27	EA	
201	801.XIII.5	WATER METER BOXES	3	EA	
202	801.XIII.7	12" DI MJ 45 DEG BEND RESTRAINED IN EXISTING PIPELINE	1	EA	
203	801.XIII.7	12" x 12" DI MJ TEE RESTRAINED IN EXISTING PIPELINE	1	EA	
		SUBTOTAL: POTABLE WATER			
	H	SANITARY SEWER FORCE			

Award #4 Supporting Documents 06/27/2024

MAIN						
	Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total
204	801.XIV.1	SEWAGE MANHOLE	2	EA		
205	801.XIV.6	ADJUST MANHOLE TOP	1	EA		
206	801.XVI.1	16" PVC DR 25	3867	LF		
207	801.XVI.3	16" DI MJ 11.25 DEG BEND RESTRAINED	8	EA		
208	801.XVI.3	16" DI MJ 22.5 DEG BEND RESTRAINED	7	EA		
209	801.XVI.3	16" DI MJ 45 DEG BEND RESTRAINED	27	EA		
210	801.XVI.3	16" DI MJ CAP RESTRAINED	3	EA		
211	801.XVI.7	16" PVC PIPE BELL RESTRAINTS	17	EA		
212	801.XVII.1	16" DI MJ GATE VALVE RESTRAINED	8	EA		
213	801.XVII.3	ADJUST 16" DI MJ GATE VALVE IN EXISTING PIPELINE	1	EA		
214	801.XVII.3	REMOVE 16" DI MJ CAP IN EXISTING PIPELINE	1	EA		
215	801.XVII.4	2" DI MJ AIR RELEASE VALVE RESTRAINED	2	EA		
		SUBTOTAL: SANITARY SEWER FORCE MAIN				
	I	RECLAIMED WATER MAIN				
	Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total
216	801.XXI.1	16" PVC DR 25 PIPE	264	LF		
217	801.XXI.2	16" DI MJ 45 DEG BEND RESTRAINED	5	EA		
218	801.XXI.2	16" DI MJ CAP RESTRAINED	1	EA		
219	801.XXI.6	16" PIPE BELL RESTRAINTS	17	EA		
220	801.XXI.1	16" DI MJ GATE VALVE RESTRAINED	2	EA		
221	801.XXII.4	ADJUST 16" DI MJ GATE VALVE IN EXISTING PIPELINE	3	EA		
222	801.XXII.4	REMOVE 16" DI MJ CAP IN EXISTING PIPELINE	1	LF		
		SUBTOTAL: RECLAIMED WATER MAIN				
	J	JEA MISC				
	Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total
223	408	A-3 BACKFILL (CONTINGENCY)	1	LS	\$50,000	\$50,000
224	102-1	MOT (US17 AND MINER RD)	1	LS		
225	Tech Spec	JEA GENERAL CONDITIONS	1	LS		
226	429	SEWAGE PUMP TRUCK (CONTINGENCY)	1	LS	\$10,000	\$10,000
227	437	THRUST BLOCKS	3	EA		
228	441	PERFORMANCE TURF (SOD) (STA 307+00 TO STA 318+00)	900	SY		

229	490	ROADWAY RECONSTRUCTION (US17)	1	LS		
230	490	ROADWAY RECONSTRUCTION (MINER RD)	1	LS		
231	490	ROADWAY RECONSTRUCTION (WBB)	1	LS		
232	Tech Spec	TESTING ALLOWANCE	1	LS	\$10,000	\$10,000
SUBTOTAL: JEA MISC						

BID SUMMARY	
PARTS A, B, C, D, AND E	SUBTOTAL=
PARTS F	SUBTOTAL=
PARTS G, H, I AND J	SUBTOTAL=
TOTAL BASE BID	

The Total Base Bid price has been computed in accordance with Paragraph 11.03 of the General Conditions.

REVISED BID FORM – NC24-010-ITB ADDENDUM 3

A		ROADWAY				
Item No.	Spec No.	Item	Estimated Qty.	Unit	Unit Cost	Total
1	101 1	MOBILIZATION	1	LS	\$ 850,933.14	\$ 850,933.14
2	102 1	MAINTENANCE OF TRAFFIC (MOT)	1	LS	\$ 166,158.69	\$ 166,158.69
3	102-3	COMMERICAL MATERIAL	100	SY	\$ 80.73	\$ 8,073.00
4	102 71 13	TEMPORARY BARRIER, F&I LOW PROFILE	2120	LF	\$ 73.82	\$ 156,498.40
5	102 71 16	TEMPORARY BARRIER, F&I FREESTANDING	1630	LF	\$ 45.52	\$ 74,197.60
6	102 71 23	TEMPORARY BARRIER, RELOCATE, LOW PROFILE	1740	LF	\$ 26.96	\$ 46,910.40
7	102 71 26	TEMPORARY BARRIER, RELOCATE, FREESTANDING	1370	LF	\$ 22.84	\$ 31,290.80
8	102 89 1	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION	8	EA	\$ 2,058.69	\$ 16,469.52
9	102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	600	ED	\$ 18.01	\$ 10,806.00
10	104 1	EROSION CONTROLS	1	LS	\$ 263,111.97	\$ 263,111.97
11	107-2	MOWING	170	AC	\$ 193.01	\$ 32,811.70
12	110 1 1	CLEARING & GRUBBING (INCLUDES TREE CLEARING)	1	LS	\$ 718,800.37	\$ 718,800.37
13	110 4 10	REMOVAL OF EXISTING CONCRETE	827	SY	\$ 24.42	\$ 20,195.34
14	120 1	REGULAR EXCAVATION	43,425	CY	\$ 7.71	\$ 334,806.75
15	120 4	SUBSOIL EXCAVATION	7,767	CY	\$ 27.59	\$ 214,291.53
16	120 4A	OVER EXCAVATION (CONTINGENCY)	1	LS	\$ 50,000.00	\$ 50,000.00
17	120 6	EMBANKMENT	70,648	CY	\$ 12.42	\$ 877,448.16
18	120 6A	A-3 SAND BACKFILL (CONTINGENCY)	1	LS	\$ 50,000.00	\$ 50,000.00
19	160 4	TYPE B STABILIZATION (12")	60,476	SY	\$ 11.34	\$ 685,797.84
20	285 7 01	OPTIONAL BASE, BASE GROUP 01, (4") Type B 12.5	685	SY	\$ 48.70	\$ 33,359.50
21	285 7 04	OPTIONAL BASE, BASE GROUP 04	11,762	SY	\$ 19.88	\$ 233,828.56
22	285 7 09	OPTIONAL BASE, BASE GROUP 9, 10" LIMEROCK	37,017	SY	\$ 29.74	\$ 1,100,885.58
23	0327 70 4	MILLING EXIST ASPH PAVT, 3" AVG DEPTH	5310	SY	\$ 6.55	\$ 34,780.50
24	0327 70 6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	4811	SY	\$ 4.23	\$ 20,350.53
25	0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (SHARED USE PATH)	971	TN	\$ 172.31	\$ 167,313.01
26	0334 1 53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG 76-22 (ROADWAY)	3,774	TN	\$ 252.11	\$ 951,463.14
27	0337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	3,970	TN	\$ 266.12	\$ 1,056,496.40
28	0339 1	MISCELLANEOUS ASPHALT PAVEMENT	2	TN	\$ 673.52	\$ 1,347.04
29	400 11	CONCRETE CLASS NS, GRAVITY WALL	39	CY	\$ 3,085.81	\$ 120,346.59
30	0520 1 7	CONCRETE CURB & GUTTER, TYPE E	367	LF	\$ 41.39	\$ 15,190.13
31	520 1 10	CONCRETE CURB & GUTTER, TYPE F	18,845	LF	\$ 34.59	\$ 651,848.55
32	520 1 10 A	CONCRETE CURB & GUTTER, TYPE "1.5' WIDE CITY"	8930	LF	\$ 27.46	\$ 245,217.80
33	520 2 4	CONCRETE CURB & GUTTER, TYPE D	2979	LF	\$ 29.96	\$ 89,250.84
34	520 2 8	CONCRETE CURB & GUTTER, TYPE RA	547	LF	\$ 35.32	\$ 19,320.04
35	520 3	VALLEY GUTTER CONCRETE	358	LF	\$ 48.18	\$ 17,248.44
36	520 5 41	TRAFFIC SEPARATOR, CONCRETE, TYPE I (OPTION 1)	150	SY	\$ 109.52	\$ 16,428.00
37	520 5 41	TRAFFIC SEPARATOR, CONCRETE, TYPE IV, 4' WIDE	293	LF	\$ 46.02	\$ 13,483.86
38	522 1	SIDEWALK CONCRETE & DRIVEWAYS 4" THICK	6605	SY	\$ 66.15	\$ 450,130.75
39	522 2	SIDEWALK CONCRETE & DRIVEWAYS 6" THICK	1690	SY	\$ 92.54	\$ 156,392.60
40	522 2A	SIDEWALK CONCRETE & DRIVEWAYS 7" THICK	95	SY	\$ 135.95	\$ 12,915.25
41	527 1	DETECTABLE WARNINGS	672	SF	\$ 41.80	\$ 28,089.60
42	530 3 4	RUBBLE RIP RAP	28.8	SY	\$ 314.14	\$ 9,047.23
43	0550 10220	FENCING, TYPE B, 5.1- 6.0', STANDARD	3,907	LF	\$ 36.93	\$ 144,285.51
44	0550 60235	FENCE GATE, TYPE B, DOUBLE, 24.1- 30.0' OPENING	5	EA	\$ 4,825.05	\$ 24,125.25
45	0570 1 2	PERFORMANCE TURF (SOD)	68,638	SY	\$ 2.90	\$ 199,050.20

REVISED BID FORM – NC24-010-ITB ADDENDUM 3

SUBTOTAL: A - ROADWAY							\$ 10,420,796.11
B DRAINAGE							
Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total		
46	425 1311	INLETS, CURB, TYPE P-1, <10'	41	EA	\$ 10,588.71	\$ 434,137.11	
47	425 1312	INLETS, CURB, TYPE P-1, >10'	2	EA	\$ 13,353.08	\$ 26,706.16	
48	425 1321	INLETS, CURB, TYPE P-2, <10'	12	EA	\$ 11,043.13	\$ 132,517.56	
49	425 1351	INLETS, CURB, TYPE P-5, <10	15	EA	\$ 9,490.57	\$ 142,358.55	
50	425 1351	INLETS, CURB, TYPE P-5, >10	1	EA	\$ 21,654.89	\$ 21,654.89	
51	425 1361	INLETS, CURB, TYPE P-6, <10	3	EA	\$ 14,463.73	\$ 43,391.19	
52	425 1411	INLETS, CURB, TYPE J-1, <10	6	EA	\$ 16,012.86	\$ 96,077.16	
53	425 1412	INLETS, CURB, TYPE J-1, >10	4	EA	\$ 17,386.71	\$ 69,546.84	
54	425 1421	INLETS, CURB, TYPE J-2, <10'	2	EA	\$ 16,709.56	\$ 33,419.12	
55	425 1351	INLETS, DITCH BOTTOM, TYPE C, J BOT, <10'	3	EA	\$ 4,821.23	\$ 14,463.69	
56	425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	2	EA	\$ 7,659.44	\$ 15,318.88	
57	425 1548	INLETS, DITCH BOTTOM, TYPE H, J BOT, <10'	1	EA	\$ 10,122.86	\$ 10,122.86	
58	425 1910	INLETS, CLOSED FLUME	2	EA	\$ 6,492.84	\$ 12,985.68	
59	425 2 41	MANHOLES, P-7, <10	4	EA	\$ 7,637.96	\$ 30,551.84	
60	425 2 61	MANHOLES, P-8 <10	4	EA	\$ 7,637.96	\$ 30,551.84	
61	425 2 71	MANHOLES, J-7, <10'	3	EA	\$ 10,455.73	\$ 31,367.19	
62	425 2 91	MANHOLES, J-8, <10'	1	EA	\$ 14,338.87	\$ 14,338.87	
63	425 2 92	MANHOLES, J-8, >10'	1	EA	\$ 13,652.54	\$ 13,652.54	
64	430174115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"SD/CD	555	LF	\$ 186.37	\$ 103,435.35	
65	430174118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD/CD	4,760	LF	\$ 146.38	\$ 696,768.80	
66	430174124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD/CD	1,921	LF	\$ 198.60	\$ 381,510.60	
67	430174130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"SD/CD	1,414	LF	\$ 225.47	\$ 318,814.58	
68	430174136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"SD/CD	1,094	LF	\$ 285.07	\$ 311,866.58	
69	430174136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42"SD/CD	889	LF	\$ 346.77	\$ 308,278.53	
70	430175218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP, 18"SD/CD	190	LF	\$ 184.51	\$ 35,056.90	
71	430518100	STRAIGHT CONC ENDWALL, SINGLE. 0 DEG, ROUND	1	EA	\$ 4,114.91	\$ 4,114.91	
72	430982123	MITERED END SECTION, OPTIONAL ROUND, 15" CD	6	EA	\$ 2,873.91	\$ 17,243.46	
73	430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	3	EA	\$ 3,840.01	\$ 11,520.03	
74	430982133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	7	EA	\$ 8,519.64	\$ 59,637.48	
75	430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD	2	EA	\$ 10,449.13	\$ 20,898.26	
76	430982140	MITERED END SECTION, OPTIONAL ROUND, 42" CD	1	EA	\$ 14,935.78	\$ 14,935.78	
SUBTOTAL: B - DRAINAGE							\$ 3,457,243.23
C SIGNING AND PAVEMENT MARKING							
Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total		
77	654 2 11	MID-BLOCK CROSSWALK	2	AS	\$ 11,670.19	\$ 23,340.38	
78	700 1 11	SINGLE POST, SIGN, F&I GROUND MOUNT, UP TO 12 SF	68	AS	\$ 501.81	\$ 34,123.08	
79	700 1 60	SINGLE POST SIGN, REMOVE	13	AS	\$ 38.60	\$ 501.80	
80	700 12 21	SIGN BEACON, F&I, GROUND MOUNT – SOLAR POWERED, ONE BEACON	2	AS	\$ 12,541.27	\$ 25,082.54	
81	706 1 3	RAISED PAVEMENT MARKER, TYPE B	949	EA	\$ 9.35	\$ 8,873.15	
82	710 17	REMOVE NON-CONFLICTING MARKINGS	156	SF	\$ 2.67	\$ 416.52	
83	710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	5.837	GM	\$ 2,401.95	\$ 14,020.18	

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84	710 11123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	1,516	LF	\$ 2.67	\$ 4,047.72
85	710 11124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	601	LF	\$ 4.01	\$ 2,410.01
86	710 11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	1661	LF	\$ 5.34	\$ 8,869.74
87	710 11131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 10-30 OR 3-9 SKIP, 6"	0.119	GM	\$ 1,347.23	\$ 160.32
88	710 11141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE /6-10DOTTED EXTENSION, 6"	0.053	GM	\$ 1,260.57	\$ 66.81
89	710 11144	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-2 EXTENTION LINE FOR ROUNDABOUT, 12"	0.03	GM	\$ 2,672.00	\$ 80.16
90	710 11160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	13	EA	\$ 133.60	\$ 1,736.80
91	710 11170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	57	EA	\$ 66.80	\$ 3,807.60
92	710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	5.539	GM	\$ 2,405.27	\$ 13,322.79
93	710 11224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	738	LF	\$ 4.01	\$ 2,959.38
94	710 11241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	0.107	GM	\$ 1,248.60	\$ 133.60
95	710 11290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	156	LF	\$ 13.36	\$ 2,084.16
96	710 90	PAINTED PAVEMENT MARKINGS – FINAL SURFACE	1	LS	\$ 40,080.60	\$ 40,080.60
97	711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	1516	LF	\$ 8.02	\$ 12,158.32
98	711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	601	LF	\$ 10.69	\$ 6,424.69
99	711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	184	LF	\$ 13.36	\$ 2,458.24
100	711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE /6-10DOTTED EXTENSION, 6"	0.053	GM	\$ 4,411.51	\$ 233.81
101	711 11144	THERMOPLASTIC, STANDARD, WHITE, 2-2 EXTENTION LINE FOR ROUNDABOUT, 12"	0.03	GM	\$ 9,352.00	\$ 280.56
102	711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	13	EA	\$ 400.81	\$ 5,210.53
103	711 11170	THERMOPLASTIC, STANDARD, WHITE, WHITE ARROW	57	EA	\$ 167.00	\$ 9,519.00
104	711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	738	LF	\$ 10.69	\$ 7,889.22
105	711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	0.107	GM	\$ 4,370.09	\$ 467.60
106	711 14125	THERMOPLASTIC, PERFORMED, WHITE SOLID, 24" FOR CROSSWALK	1477	LF	\$ 26.72	\$ 39,465.44
107	711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	5.837	GM	\$ 8,020.24	\$ 46,814.14
108	711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, 10-30 OR 3-9 SKIP, 6"	0.119	GM	\$ 3,368.07	\$ 400.80
109	0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	5.539	GM	\$ 8,003.09	\$ 44,329.12
110	077 1 50A	RELOCATE SCHOOL SIGN	1	AS	\$ 37,571.04	\$ 37,571.04
SUBTOTAL: C - SIGNING AND PAVEMENT MARKING						\$ 399,339.85
D SIGNALIZATION						
Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total	

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111	0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	932	LF	\$ 21.21	\$ 19,767.72
112	0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	232	LF	\$ 48.92	\$ 11,349.44
113	0632 7 1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1	PI	\$ 14,028.97	\$ 14,028.97
114	0635 2 11	PULL & SPLICE BOX, F&I, 13"X24" COVER SIZE	22	EA	\$ 2,135.86	\$ 46,988.92
115	0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1	AS	\$ 7,284.11	\$ 7,284.11
116	0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	200	LF	\$ 20.53	\$ 4,106.00
117	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1	EA	\$ 3,261.00	\$ 3,261.00
118	0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	5	EA	\$ 3,757.75	\$ 18,788.75
119	0649 21 6	STEEL MAST ARM ASSEMBLY, FURNISH & INSTALL, SINGLE ARM 50'	2	EA	\$ 91,478.82	\$ 182,957.64
120	0649 21 10	STEEL MAST ARM ASSEMBLY, FURNISH & INSTALL, SINGLE ARM 60'	2	EA	\$ 100,055.89	\$ 200,111.78
121	0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	8	AS	\$ 2,417.21	\$ 19,337.68
122	0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	4	AS	\$ 2,882.34	\$ 11,529.36
123	0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	2	AS	\$ 1,495.72	\$ 2,991.44
124	0653 1 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	3	AS	\$ 2,720.25	\$ 8,160.75
125	0660 1110	LOOP DETECTOR, INDUCTIVE, F&I, TYPE 10	10	EA	\$ 669.21	\$ 6,692.10
126	0660 2102	LOOP ASSEMBLY, F&I, TYPE B	4	AS	\$ 1,708.82	\$ 6,835.28
127	0660 2106	LOOP ASSEMBLY, F&I, TYPE F	8	AS	\$ 2,327.58	\$ 18,620.64
128	0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	8	EA	\$ 633.93	\$ 5,071.44
129	0670 5111	TRAFFIC CONTROL ASSEMBLY, F&I, NEMA, 1 PREEMPTION	1	AS	\$ 57,063.86	\$ 57,063.86
130	0684 1 1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	1	EA	\$ 7,412.13	\$ 7,412.13
131	0685 1 11	UNINTERRUPTABLE POWER SUPPLY, F&I, LINE INTERACTIVE	1	EA	\$ 9,045.05	\$ 9,045.05
132	0700 3201	SIGN PANEL, FURNISH & INSTALL, OVERHEAD MOUNT, UP TO 12 SF	4	EA	\$ 1,390.95	\$ 5,563.80
133	0700 5 21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, UP TO 12 SF	2	EA	\$ 6,760.53	\$ 13,521.06
134	0700 5 22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, UP TO 12-18 SF	2	EA	\$ 7,288.30	\$ 14,576.60
SUBTOTAL: D - SIGNALS						\$ 695,065.52
E LIGHTING						
	Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total
135	0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	1652	LF	\$ 21.47	\$ 35,468.44
136	0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	702	LF	\$ 49.53	\$ 34,770.06
137	0635 2 11	PULL & SPLICE BOX, F&I, 13"X24" COVER SIZE	26	EA	\$ 2,162.28	\$ 56,219.28
138	0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	4	EA	\$ 7,374.21	\$ 29,496.84
139	0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	550	LF	\$ 20.79	\$ 11,434.50
140	0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	4	EA	\$ 3,089.50	\$ 12,358.00
141	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	4	EA	\$ 3,301.33	\$ 13,205.32
142	0715 1 11	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR <	8130	LF	\$ 2.06	\$ 16,747.80
143	0715 61111	LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE, STANDARD FOUNDATION, 30' MOUNTING HEIGHT	22	EA	\$ 14,469.86	\$ 318,336.92
144	0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	4	EA	\$ 12,480.82	\$ 49,923.28

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SUBTOTAL: E - LIGHTING							\$ 577,960.44
F LANDSCAPING							
Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total		
145	0580 4343	CABBAGE PALMETTO (15 GAL)	7	EA	\$ 296.73	\$ 2,077.11	
146	0580 5142	MUSKAGEE CRAPE MYRTLE (30 GAL)	101	EA	\$ 365.33	\$ 36,898.33	
147	0580 5143	NATCHEZ WHITE CRAPE MYRTLE (30 GAL)	29	EA	\$ 365.33	\$ 10,594.57	
148	0580 5172	BOLD CYPRESS (15 GAL)	83	EA	\$ 217.29	\$ 18,035.07	
149	0580 5223	SOUTHERN LIVE OAK (15 GAL)	120	EA	\$ 217.29	\$ 26,074.80	
150	0580 5234	SLASH PINE (45 GAL)	74	EA	\$ 487.48	\$ 36,073.52	
151	0580 5672	DOGWOOD (30 GAL)	74	EA	\$ 670.71	\$ 49,632.54	
152	0580 5682	REBUD TREE (30 GAL)	59	EA	\$ 416.22	\$ 24,556.98	
153	0580 7103	MUHLY GRASS (3 GAL)	731	EA	\$ 17.31	\$ 12,653.61	
154	0580 7193	DWARF YAUPON (3 GAL)	171	EA	\$ 18.85	\$ 3,223.35	
155	0580 7265	COONTIE (5 GAL)	486	EA	\$ 41.99	\$ 20,407.14	
156	0580 7373	SAND CORDGRASS (3 GAL)	92	EA	\$ 17.82	\$ 1,639.44	
157	0580 7441	TWINFLOWER (1 GAL)	3357	EA	\$ 9.94	\$ 33,368.58	
158	0580 7443	SHINY BLUEBERRY (3 GAL)	896	EA	\$ 26.98	\$ 24,174.08	
159	0580 7621	YELLOW DAYLILY (1 GAL)	7676	EA	\$ 9.94	\$ 76,299.44	
160	0580 (SPECIAL SOIL)	TOP SOIL (MEDIAN ISLANDS)	6000	SY	\$ 13.26	\$ 79,560.00	
161	0590 70	IRRIGATION SYSTEM	1	LS	\$ 201,422.55	\$ 201,422.55	
162	0526 1 1	PAVERS, ARCHITECTURAL, ROADWAY	870	SY	\$ 171.82	\$ 149,483.40	
163	0526 1 1A	BENCH	6	EA	\$ 4,749.30	\$ 28,495.80	
164	0526 1 1B	TRASH RECEPTACLE	3	EA	\$ 5,577.88	\$ 16,733.64	
165	0580 (MAINTENANCE)	12 MONTH MAINTENANCE	1	LS	\$ 50,000.00	\$ 50,000.00	
SUBTOTAL: LANDSCAPING							\$ 901,403.95
G POTABLE WATER							
Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total		
166	801.III.2.4	ABANDON BY REMOVAL 12" PIPE	116	LF	\$ 31.28	\$ 3,628.48	
167	801.XII.1	6" PVC DR 18 PIPE	253	LF	\$ 55.85	\$ 14,130.05	
168	801.XII.1	8" PVC DR 18 PIPE	94	LF	\$ 89.69	\$ 8,430.86	
169	801.XII.1	10" PVC DR 18 PIPE	12	LF	\$ 544.91	\$ 6,538.92	
170	801.XII.1	12" PVC DR 18 PIPE	81	LF	\$ 176.97	\$ 14,334.57	
171	801.XII.1	16" PVC DR 25 PIPE	10,421	LF	\$ 108.61	\$ 1,131,824.81	
172	801.XII.2	6" DI MJ 45 DEG BEND RESTRAINED	10	EA	\$ 464.74	\$ 4,647.40	
173	801.XII.2	6" DI MJ 90 DEG BEND RESTRAINED	28	EA	\$ 495.03	\$ 13,860.84	
174	801.XII.2	8" DI MJ 45 DEG BEND RESTRAINED	2	EA	\$ 585.84	\$ 1,171.68	
175	801.XII.2	8" DI MJ CAP RESTRAINED	2	EA	\$ 423.39	\$ 846.78	
176	801.XII.2	10" DI MJ 90 DEG BEND RESTRAINED	1	EA	\$ 930.14	\$ 930.14	
177	801.XII.2	12" DI MJ 45 DEG BEND RESTRAINED	1	EA	\$ 1,054.73	\$ 1,054.73	
178	801.XII.2	12" X 6" DI MJ TEE RESTRAINED	1	EA	\$ 1,199.28	\$ 1,199.28	
179	801.XII.2	12" X 12" DI MJ TEE RESTRAINED	1	EA	\$ 1,540.72	\$ 1,540.72	
180	801.XII.2	16" x 12" DI MJ REDUCER	1	EA	\$ 1,403.04	\$ 1,403.04	
181	801.XII.2	16" DI MJ 11.25 DEG BEND RESTRAINED	13	EA	\$ 1,902.76	\$ 24,735.88	
182	801.XII.2	16" DI MJ 22.5 DEG BEND RESTRAINED	5	EA	\$ 1,876.62	\$ 9,383.10	
183	801.XII.2	16" DI MJ 45 DEG BEND RESTRAINED	34	EA	\$ 1,891.75	\$ 64,319.50	
184	801.XII.2	16" X 6" DI MJ TEE RESTRAINED	20	EA	\$ 2,131.30	\$ 42,626.00	
185	801.XII.2	16" X 8" DI MJ TEE RESTRAINED	2	EA	\$ 2,241.43	\$ 4,482.86	
186	801.XII.2	16" X 10" DI MJ TEE RESTRAINED	1	EA	\$ 2,698.57	\$ 2,698.57	

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187	801.XII.2	16" X 12" DI MJ TEE RESTRAINED	1	EA	\$ 2,534.73	\$ 2,534.73
188	801.XII.2	16" X 16" DI MJ TEE RESTRAINED	1	EA	\$ 3,078.55	\$ 3,078.55
189	801.XII.2	16" DI MJ CAP RESTRAINED	2	EA	\$ 743.53	\$ 1,487.06
190	801.XII.2	12" DI MJ CAP RESTRAINED (CONTINGENCY)	6	EA	\$ 648.56	\$ 3,891.36
191	801.XII.2	10" DI MJ CAP RESTRAINED (CONTINGENCY)	6	EA	\$ 570.08	\$ 3,420.48
192	801.XII.2	8" DI MJ CAP RESTRAINED (CONTINGENCY)	2	EA	\$ 486.08	\$ 972.16
193	801.XII.6	6" PVC PIPE BELL RESTRAINTS	5	EA	\$ 247.21	\$ 1,236.05
194	801.XII.6	8" PVC PIPE BELL RESTRAINTS	4	EA	\$ 302.30	\$ 1,209.20
195	801.XII.6	16" PVC PIPE BELL RESTRAINTS	240	EA	\$ 773.83	\$ 185,719.20
196	801.XII.7	12" PVC SPLIT RING PIPE BELL RESTRAINTS	6	EA	\$ 490.22	\$ 2,941.32
197	801.XII.9	2" NEW WATER SERVICES	3	EA	\$ 3,989.07	\$ 11,967.21
198	801.XII.14	TEMPORARY SAMPLE TAPS	10	EA	\$ 1,026.52	\$ 10,265.20
199	801.XIII.1	FIRE HYDRANTS	20	EA	\$ 6,753.92	\$ 135,078.40
200	801.XIII.2	FIRE HYDRANT RELOCATION	1	EA	\$ 3,036.94	\$ 3,036.94
201	801.XIII.3	6" DI MJ GATE VALVE RESTRAINED	21	EA	\$ 2,358.89	\$ 49,536.69
202	801.XIII.3	12" DI MJ GATE VALVE RESTRAINED	3	EA	\$ 5,548.50	\$ 16,645.50
203	801.XIII.3	16" DI MJ GATE VALVE RESTRAINED	27	EA	\$ 8,545.67	\$ 230,733.09
204	801.XIII.5	WATER METER BOXES	3	EA	\$ 835.71	\$ 2,507.13
205	801.XIII.7	12" DI MJ 45 DEG BEND RESTRAINED IN EXISTING PIPELINE	1	EA	\$ 3,947.59	\$ 3,947.59
206	801.XIII.7	12" x 12" DI MJ TEE RESTRAINED IN EXISTING PIPELINE	1	EA	\$ 4,433.58	\$ 4,433.58
		SUBTOTAL: POTABLE WATER				\$ 2,028,429.65
	H	SANITARY SEWER FORCE MAIN				
	Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total
207	801.XIV.1	SEWAGE MANHOLE	2	EA	\$ 10,560.34	\$ 21,120.68
208	801.XIV.6	ADJUST MANHOLE TOP	1	EA	\$ 5,728.31	\$ 5,728.31
209	801.XVI.1	16" PVC DR 25	3867	LF	\$ 107.86	\$ 417,094.62
210	801.XVI.3	16" DI MJ 11.25 DEG BEND RESTRAINED	8	EA	\$ 3,233.06	\$ 25,864.48
211	801.XVI.3	16" DI MJ 22.5 DEG BEND RESTRAINED	7	EA	\$ 3,169.72	\$ 22,188.04
212	801.XVI.3	16" DI MJ 45 DEG BEND RESTRAINED	27	EA	\$ 3,216.54	\$ 86,846.58
213	801.XVI.3	16" DI MJ CAP RESTRAINED	3	EA	\$ 2,141.30	\$ 6,423.90
214	801.XVI.7	16" PVC PIPE BELL RESTRAINTS	17	EA	\$ 867.81	\$ 14,752.77
215	801.XVII.1	16" DI MJ GATE VALVE RESTRAINED	8	EA	\$ 8,545.68	\$ 68,365.44
216	801.XVII.3	ADJUST 16" DI MJ GATE VALVE IN EXISTING PIPELINE	1	EA	\$ 570.67	\$ 570.67
217	801.XVII.3	REMOVE 16" DI MJ CAP IN EXISTING PIPELINE	1	EA	\$ 6,290.05	\$ 6,290.05
218	801.XVII.4	2" DI MJ AIR RELEASE VALVE RESTRAINED	2	EA	\$ 8,386.33	\$ 16,772.66
		SUBTOTAL: SANITARY SEWER FORCE MAIN				\$ 692,018.20
	I	RECLAIMED WATER MAIN				
	Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total
219	801.XXI.1	16" PVC DR 25 PIPE	264	LF	\$ 220.44	\$ 58,196.16
220	801.XXI.2	16" DI MJ 45 DEG BEND RESTRAINED	5	EA	\$ 1,891.76	\$ 9,458.80
221	801.XXI.2	16" DI MJ CAP RESTRAINED	1	EA	\$ 743.59	\$ 743.59
222	801.XXI.6	16" PIPE BELL RESTRAINTS	17	EA	\$ 773.83	\$ 13,155.11
223	801.XXI.1	16" DI MJ GATE VALVE RESTRAINED	2	EA	\$ 8,545.65	\$ 17,091.30
224	801.XXII.4	ADJUST 16" DI MJ GATE VALVE IN EXISTING PIPELINE	3	EA	\$ 570.73	\$ 1,712.19
225	801.XXII.4	REMOVE 16" DI MJ CAP IN EXISTING PIPELINE	1	LF	\$ 5,098.89	\$ 5,098.89

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		SUBTOTAL: RECLAIMED WATER MAIN				\$ 105,456.04
	J	JEA MISC				
	Item No.	Item	Estimated Qty.	Unit	Unit Cost	Total
226	408	A-3 BACKFILL (CONTINGENCY)	1	LS	\$ 50,000.00	\$ 50,000.00
227	102-1	MOT (US17 AND MINER RD)	1	LS	\$ 26,311.30	\$ 26,311.30
228	Tech Spec	JEA GENERAL CONDITIONS	1	LS	\$ 194,181.93	\$ 194,181.93
229	429	SEWAGE PUIMP TRUCK (CONTINGENCY)	1	LS	\$ 10,000.00	\$ 10,000.00
230	437	THRUST BLOCKS	3	EA	\$ 1,853.67	\$ 5,561.01
231	441	PERFORMANCE TURF (S0D) (STA 307+00 TO STA 318+00)	900	SY	\$ 2.90	\$ 2,610.00
232	490	ROADWAY RECONSTRUCTION (US17)	1	LS	\$ 11,985.98	\$ 11,985.98
233	490	ROADWAY RECONSTRUCTION (MINER RD)	1	LS	\$ 30,262.71	\$ 30,262.71
234	490	ROADWAY RECONSTRUCTION (WBB)	1	LS	\$ 10,389.85	\$ 10,389.85
235	Tech Spec	TESTING ALLOWANCE	1	LS	\$ 10,000.00	\$ 10,000.00
236	Tech Spec	SUPPLEMENTAL WORK AUTHORIZATION (SWA)	1	LS	\$ 50,000.00	\$ 50,000.00
		SUBTOTAL: JEA MISC				\$ 401,302.78

BID SUMMARY		
PARTS A, B, C, D AND E	SUBTOTAL=	\$ 15,550,405.15
PARTS F	SUBTOTAL=	\$ 901,403.95
PARTS G, H, I AND J	SUBTOTAL=	\$ 3,227,206.67
	TOTAL BASE BID	\$ 19,679,015.77

All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with paragraph 11.02 of the General Conditions.

Unit prices have been computed in accordance with Paragraph 11.03B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids. Final payment of all Unit Price Bid Items will be based on actual quantities as determined in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete within 505 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph .07.B of the General Conditions within 5 calendar days from the date of substantial completion. Total contract time shall be 550 calendar days for everyday the work goes beyond substantial completion, a day will be removed from final completion so the total days equal 550 calendar days.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement. This project will follow FDOT Recommendations for a project of this size, to be \$7,625.00/Day.

7.01 The following documents are attached to and made a condition of this Bid:

- A. Bid Security in the form of a certified check of Bid Bond (Section 00 43 15)
- B. Tabulation of Subcontractors & Suppliers (Section 00 43 35)
- C. Florida Trench Safety Act Certification (Section 00 44 55)
- D. Bidder's Qualification Statement (Section 00 45 13)
- E. Non-collusion Affidavit (Section 00 45 19)
- F. Drug-Free Workplace Certificate (Section 00 45 20)
- G. Public Entity Crimes Statement
- H. Statement of Disputes, Litigation & Surety Completion

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on April 18th, 2024.

State Contractor License No. CGC #057651; CUC #1226048.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this 18th day of November, 2020, by and between JEA (“JEA”) and Nassau County, Florida (“Nassau County”).

Recitals

WHEREAS, JEA and Nassau County (collectively, the “Agencies” or, individually, an “Agency”), will enter into agreement for the design and construction of the William Burgess Boulevard Extension Project, US 17 to Miner Road Water Main (the “Work”);

WHEREAS, the Agencies desire to collectively solicit bids for both the design and construction (the “Work”) for the William Burgess Boulevard Extensions Project, US 17 to Miner Road Water Main;

WHEREAS, the Agencies have discussed the terms and conditions on which JEA will draft, issue and manage the Solicitation, and the Agencies desire to put such terms and conditions in writing;

NOW, THEREFORE, in consideration of the mutual promises contained herein, each of the Agencies agree as follows:

Agreements

1. Design Services. Following execution of this MOU, Nassau County will amend its design contract with GAI, Inc. to include JEA’s portion of the work. JEA will be responsible for all design costs associated with the incorporation of the water main design.
2. Construction Services. Upon completion of the design services, Nassau County will issue a Solicitation for construction of the William Burgess Boulevard Extension Project, US 17 to Miner Road Water Main in the form of the draft Solicitation circulated to each of the Agencies prior to execution of this MOU (the “Construction Solicitation”).
3. Bidding. Nassau County will invite JEA to review the responses to RFPs and RFBs. For RFBs, the County shall choose the lowest cost responsible bidder for construction work, determining lowest cost on the basis of lowest cost for Roadway work and Utilities work combined. For RFPs for planning and design services, evaluation of proposals shall be the

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

4. Construction Engineering Inspection (CEI) Services. Upon completion of the design services, Nassau County will issue a Solicitation for Construction Engineering Inspection (CEI) services for the William Burgess Boulevard Extension Project, US 17 to Miner Road Water Main in the form of the draft Solicitation circulated to each of the Agencies prior to execution of this MOU (the "CEI Solicitation").
5. Award Recommendation. Nassau County, on behalf of the Agencies, will manage the Construction Solicitation and CEI Solicitation (the "Solicitations") and make all administrative determinations concerning minimum qualifications, timeliness, responsiveness and all other aspects of administration of the Solicitations up to and including determining the successful bidders (the "Successful Bidders").
6. Contract. Each Agency will enter into a separate final contract with the Successful Bidders for the scope of work described in the Construction Solicitation and CEI Solicitation (collectively, the "Contracts" or, separately, a "Contract"). Subject to the terms set forth in this MOU, the Agencies bind themselves to the good faith negotiation of Contracts with the Successful Bidders. Nassau County shall issue the Construction Solicitation and CEI Solicitation and negotiate standard contract terms and conditions on behalf of all Agencies, which terms and conditions will be substantially in the form of the standard contract provisions contained in the Solicitation (including the Special Provisions for JEA, attached in an Appendix to the Construction Solicitation and CEI Solicitation).

7. Term. Each contract will have a term until completion (the “Initial Term”), commencing on the effective date of each Contract.
8. Fee Payment. The costs of the Solicitations will be shared equally among the Agencies. Each Agency shall be responsible for all of its respective costs for all services and equipment procured by the Agency under the Solicitations and nothing in this MOU or in the Solicitations shall be construed to create an obligation of one Agency to cover any costs or expenses or create any liability of one Agency for the access control system of another Agency. JEA will pay CEI and Construction costs associated with and required by the Water Main construction directly to the CEI service provider and Construction contractor. Nassau County will pay CEI and Construction costs associated with and required by the Roadway resurfacing and widening construction directly to the CEI service provider and Construction contractor.
9. Contract Management: Each Agency will be responsible for administration of its own Contracts, including, but not limited to all purchase orders, invoices, payments, contract management, amendments and renewals. However, each Agency shall continue to collaborate with all Agencies by providing notice to the other Agencies as soon as reasonably possible after an Agency discovers any problems or issues with the Access System or the services provided under the Contracts.
10. Joint Marketing. Each Agency will use commercially reasonable efforts to solicit interest in the Solicitations.
11. Publicity. All press releases issued by any Agency with respect to this MOU, the Solicitations or the relationship created by the Agencies with the Successful Bidders shall be presented to the other Agencies reasonably in advance of issuance and shall be subject to the other Agencies’ prior approval, which shall not be unreasonably withheld or delayed.
12. Procurement Management. Each Agency shall appoint a single individual (a “Procurement Manager”) to be primarily responsible for: (1) arranging all meetings, visits and

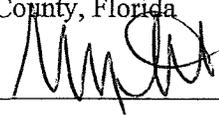
consultations between the Agencies relating to the Solicitations; (2) receiving all notices under this MOU and the resulting Solicitations; and (3) coordinating all administrative matters relating to the Solicitations. The Procurement Managers shall also be responsible for coordinating the resolution of any issues and disputes between the parties arising under this MOU. From time to time during the terms of the Contracts, each Agency may replace its Procurement Manager with another person having equivalent authority by providing written notice to the other Agencies.

13. Warranties. Each Agency represents and warrants to the other agencies that neither the execution of this MOU nor the performance described hereunder will, directly or indirectly, violate or interfere with the terms of another agreement to which such Agency is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for performance under this MOU. Each Agency represents and warrants to the other Agency that it will not enter into any agreement, if the execution or performance of such agreement would violate or interfere with this MOU or the resulting Solicitations or Contracts.

14. General: This MOU may be amended only by a written instrument executed by all Agencies. This MOU and all transactions contemplated herein shall be governed by, construed in accordance with, and enforced under the laws of the State of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules. Any litigation involving this MOU shall take place in the state or federal courts located exclusively in Nassau County, Florida.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed and delivered by their duly authorized officers, as of the date first above written.

Nassau County, Florida

By: , Thomas Ford

Its: Chairman

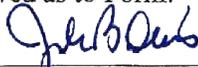
MES
11-18-20

JEA

By: Heather Beard for

Its: Jenny McCollum , Director Procurement Services

Approved as to Form:


General Counsel to JEA

Approved as to Form:

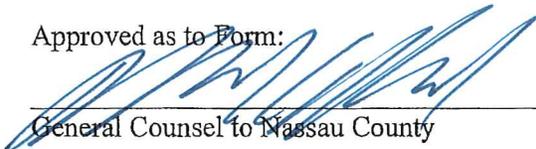

General Counsel to Nassau County

EXHIBIT "A"

**CONSTRUCTION ENGINEERING AND INSPECTION
SCOPE OF SERVICES**

FOR

Project Description: NC23-057-RFQ William Burgess Extension CEI

NC23-057-RFQ William Burgess Extension CEI & JEA CEI

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

- PURPOSE:** This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration and inspection for the construction projects listed below.
- SCOPE:** The Consultant shall provide CEI services for William Burgess Extension CEI as defined in this Scope of Services. CEI work required to be performed on behalf of Nassau County to complete the County’s portion of the construction contract will be negotiated and performed under a separate contract. The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement.
- LENGTH OF SERVICE AND FEE:** The Consultant’s services shall begin upon written notification to proceed by JEA. The duration of the work was estimated to include (12) months for construction, (1) month for pre-construction activities, and (1) month for project close out. This contract is Limiting Amount scope and fee. No work shall be performed beyond this Limiting Amount without prior authorization from JEA.

William Burgess JEA																			
Year	2024						2025						PROJECT TOTAL MAN MONTHS	OT	PROJECT TOTAL MAN HOURS				
Month	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN				JUL	AUG	SEP	OCT
Project Staff		P	C	C	C	C	C	C	C	C	C	C	C	C	C	C	E		
Senior Project Engineer (ETM)		0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05				0.05	0.60		103.80
Project Administrator (ETM)		0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10				0.10	1.2		207.60
Contract Support Specialist (ETM)		0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03				0.03	0.3		51.90
Administrative Assistant (ETM)																	0		0.00
Inspection (ETM)			1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					10.0	25%	2162.50
Inspection (AE)																	0		0.00
																	12.1		2525.8

Assumptions
9 Hour Days
8 Hours on Saturday

William Burgess JEA									
Positions	Base Rate	Multiplier	Partially Loaded Rate	Profit	Contract Rate	Estimated Hours	Fee		
Senior Project Engineer (ETM)	\$87.50	3.12921	\$273.81	12%	\$ 265.00	103.80	\$27,507.00		
Project Administrator (ETM)	\$60.45	3.12921	\$189.16	12%	\$ 185.00	207.60	\$38,406.00		
Contract Support Specialist (ETM)	\$37.55	3.12921	\$117.50	12%	\$ 125.00	51.90	\$6,487.50		
Administrative Assistant (ETM)	\$20.48	3.12921	\$64.09	12%	\$ 71.78	0.00	\$0.00		
Inspection (ETM)	\$37.50	3.12921	\$117.35	12%	\$ 120.00	2162.50	\$259,500.00		
Note: ETM Multiplier = FDOT Audited Field Overhead (1.8397) + Field Expenses (0.2831) + FCCM (0.00641) + the employee (1.0)									
Note: AE Multiplier = FDOT Audited Field Overhead (1.2413) + Field Expenses (0.1344) + FCCM (0.00725) + the employee (1.0)									
Limiting Amount Sub Total:							\$331,900.50		

JEA Utility Contract
\$3,227,206.67
Percent of Construction
10.28

* Rates Accepted by Nassau County

NC23-057-RFQ William Burgess Extension CEI & JEA CEI

4. **ITEMS TO BE FURNISHED BY THE COUNTY/JEA TO CONSULTANT:** The County/JEA will furnish the following documents.
1. Construction Plans,
 2. Specification Package,
 3. Copy of the Executed Construction Contract, and
 4. Utility Agency's Agreements, Specifications, and Approved Material List (if applicable).
5. **ITEMS FURNISHED BY THE CONSULTANT:**
- a. **Vehicles:** Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement.
 - b. **Field Equipment:** The Consultant shall supply items essential to carry out the work under this Agreement.
6. **LIAISON:** The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement and seek input from the Construction Project Manager. Invoice Approval Requests, Personnel Approval Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the Construction Project Manager.
7. **PERFORMANCE OF THE CONSULTANT:** During the term of this Agreement and all supplements thereof, the JEA will review various phases of Consultant's operations, to determine compliance with this Agreement. The Consultant shall cooperate and assist JEA representatives in conducting the reviews.
8. **REQUIREMENTS:**
- a. **General:** It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the JEA, and direct the Contractor to correct such observed discrepancies. The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken. Nothing shall relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.
 - b. **On-site Inspection:** The Consultant shall monitor only the Contractor's on-site construction activities and observe materials entering the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.
 - c. **Sampling and Testing:** The Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in vicinity of the project for verification and acceptance. The Consultant shall determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, JEA/DOT label, JEA/DOT stamp, etc. Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.
 - d. **Engineering Services:** The Consultant shall assist the JEA with coordination of the Construction Contract administration activities with all parties including the Contractor which are involved in completing the

NC23-057-RFQ William Burgess Extension CEI & JEA CEI

construction project. Notwithstanding the above, the Consultant is not liable to JEA for the failure of such parties to follow written direction issued by the Consultant. Services include observing Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining records of activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:

- i. Verify that the Contractor is conducting inspections, preparing reports, and monitoring all storm water pollution prevention measures associated with the project.
- ii. Analyze the Contractor's schedule(s) (i.e., baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, includes all contract modifications, and the Contractor's plan for completing the project within the allowed contract time is reasonable. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
- iii. Know the Contract and represent the JEA in the execution thereof. Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and document the contract changes. Prepare recommendations to the JEA for all change orders, field changes, or material substitutions.
- iv. Monitor, observe and document utility construction for progress. Facilitate coordination and communication between Utility Agency's representatives, County's staff, and contractors in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.
- v. Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate processing of such information in order for the JEA to make timely payment to the Contractor. Review each pay request by the Contractor and either request corrections or provide concurrence to the JEA.
- vi. Provide information when requested by the JEA to support Public Information services as required to manage inquiries from the public, public officials, and the news media.
- vii. Obtain videos / photos of the pre-construction conditions throughout the project limits. Photos shall be taken of progress with an emphasis on documenting potential claims and areas of potential public concern.
- viii. Coordinate with JEA through the close out phase of the project, review Contractor As-Builts, and sign COC documents.
- ix. Administer RFI's, shop drawings, and other submittals and distribute in accordance with provisions of the contract to the owner and/or EOR as required.
- x. Conduct Preconstruction, Pre-paving, and, field meetings, etc. with meeting minutes.
- xi. Perform periodic reviews of the Contractor's MOT and reporting for compliance with plans.

9. PERSONNEL: The Consultant shall staff the project with the qualified personnel necessary to carry out its responsibilities efficiently and effectively under this Agreement. Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the associated Construction Contract has been closed.

10. PROJECT CLOSE OUT: Consultant shall make a pre-final inspection to determine if the project is substantially complete, and a final inspection to determine if the Project has been fully completed in substantial accordance with the Contract Documents and whether the contractor has fulfilled all of its obligations there under so that the Consultant may recommend approval, in writing, of final payment to the contractor.

NC23-057-RFQ William Burgess Extension CEI & JEA CEI

- 11. INVOICING:** Monthly invoices shall be submitted to the JEA in a format and schedule defined by the JEA (Per classification herein monthly including total hours monthly and a running total to date).
- 12. OTHER SERVICES:** Upon written authorization by the County Project Manager, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement but may be required by the County to supplement the Consultant services under this Agreement.
- A. Review of MBE participation.
 - B. CEI for Nassau County's portion of the Contract (This will be under a separate agreement).
 - C. Management of project through warranty period / claims.
 - D. Assist in preparing for arbitration hearings or litigation associated with the Agreement.
 - E. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation associated with the Agreement.
 - F. Provide on- and off-site inspection services in addition to those provided for in this Agreement.
 - G. Engineering Design & Permitting including (SJRWMD As-Built Certification & FDEP Certification).
 - H. Survey & Construction Stakeout, Wetland Delineation, As-Built Suvey (Contractor)
 - I. OSHA or other Regulatory Safety Inspections, or Inspections of work performed by others.
 - J. Quality Control / Material Testing (Contractor)
- 13. POST CONSTRUCTION CLAIMS REVIEW:** In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, upon execution by the JEA and the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to this Agreement.
- 14. OTHER CONSIDERATIONS:** Consultant will not assume responsibility for the Contractor's means, methods, techniques, sequences or procedures of construction and it is understood that field services provided by Consultant will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this 12th day of December, 2022, by and between JEA (“JEA”) and Nassau County, Florida (“Nassau County”).

Recitals

WHEREAS, JEA and Nassau County (collectively, the “Agencies” or, individually, an “Agency”), will enter into agreement for the design and construction of the Chester Road and Pages Dairy Road Intersection – JEA Reclaimed Water & Force Mains (the “Work”); and

WHEREAS, the Agencies desire to collectively solicit bids for both the design and construction (the “Work”) for the Chester Road and Pages Dairy Road Intersection – JEA Reclaimed Water & Force Mains; and

WHEREAS, the Agencies have discussed the terms and conditions on which JEA will draft, issue and manage the Solicitation, and the Agencies desire to put such terms and conditions in writing;

NOW, THEREFORE, in consideration of the mutual promises contained herein, each of the Agencies agree as follows:

Agreements

1. Design Services. Following execution of this MOU, Nassau County will amend its design contract with Connelly and Wicker to include JEA’s portion of the work. JEA will be responsible for all design costs associated with the incorporation of the water main design.
2. Construction Services. Upon completion of the design services, Nassau County will issue a Solicitation for construction of the Chester Road and Pages Dairy Road Intersection – JEA Reclaimed Water & Force Mains in substantially the same form of the draft Solicitation circulated to each of the Agencies prior to execution of this MOU (the “Construction Solicitation”).

3. Construction Engineering Inspection (CEI) Services. Upon completion of the design services, Nassau County will issue a Solicitation for Construction Engineering Inspection (CEI) services for the Chester Road and Pages Dairy Road Intersection – JEA Reclaimed Water & Force Mains in substantially the same form of the draft Solicitation circulated to each of the Agencies prior to execution of this MOU (the “CEI Solicitation”).
4. Award Recommendation. Nassau County, on behalf of the Agencies, will manage the Construction Solicitation and CEI Solicitation (the “Solicitations”) and make all administrative determinations concerning minimum qualifications, timeliness, responsiveness and all other aspects of administration of the Solicitations up to and including determining the successful bidders (the “Successful Bidders”).
5. Contract. Each Agency will enter into a separate final contract with the Successful Bidders for the scope of work described in the Construction Solicitation and CEI Solicitation (collectively, the “Contracts” or, separately, a “Contract”). Subject to the terms set forth in this MOU, the Agencies bind themselves to the good faith negotiation of Contracts with the Successful Bidders. Nassau County shall issue the Construction Solicitation and CEI Solicitation and negotiate standard contract terms and conditions on behalf of all Agencies, which terms and conditions will be substantially in the form of the standard contract provisions contained in the Solicitation (including the Special Provisions for JEA, attached in an Appendix to the Construction Solicitation and CEI Solicitation).
6. Term. Each contract will have a term of five (5) years (the “Initial Term”), commencing on the effective date of each Contract, with the option to extend the term of each Contract for an additional five (5) years in one (1) year increments.
7. Fee Payment. The costs of the Solicitations will be shared equally among the Agencies. Each Agency shall be responsible for all of its respective costs for all services and equipment procured by the Agency under the Solicitations and nothing in this MOU or in the Solicitations shall be construed to create an obligation of one Agency to cover any costs or expenses or create any liability of one Agency for the access control system of another Agency. JEA will pay CEI and Construction costs associated with and required by the

Water Main construction directly to the CEI service provider and Construction contractor. Nassau County will pay CEI and Construction costs associated with and required by the Roadway resurfacing and widening construction directly to the CEI service provider and Construction contractor.

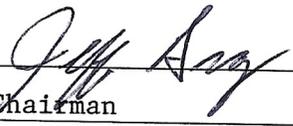
8. Contract Management: Each Agency will be responsible for administration of its own Contracts, including, but not limited to all purchase orders, invoices, payments, contract management, amendments and renewals. However, each Agency shall continue to collaborate with all Agencies by providing notice to the other Agencies as soon as reasonably possible after an Agency discovers any problems or issues with the Access System or the services provided under the Contracts.
9. Joint Marketing. Each Agency will use commercially reasonable efforts to solicit interest in the Solicitations.
10. Publicity. All press releases issued by any Agency with respect to this MOU, the Solicitations or the relationship created by the Agencies with the Successful Bidders shall be presented to the other Agencies reasonably in advance of issuance and shall be subject to the other Agencies' prior approval, which shall not be unreasonably withheld or delayed.
11. Procurement Management. Each Agency shall appoint a single individual (a "Procurement Manager") to be primarily responsible for: (1) arranging all meetings, visits and consultations between the Agencies relating to the Solicitations; (2) receiving all notices under this MOU and the resulting Solicitations; and (3) coordinating all administrative matters relating to the Solicitations. The Procurement Managers shall also be responsible for coordinating the resolution of any issues and disputes between the parties arising under this MOU. From time to time during the terms of the Contracts, each Agency may replace its Procurement Manager with another person having equivalent authority by providing written notice to the other Agencies.

12. Warranties. Each Agency represents and warrants to the other agencies that neither the execution of this MOU nor the performance described hereunder will, directly or indirectly, violate or interfere with the terms of another agreement to which such Agency is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for performance under this MOU. Each Agency represents and warrants to the other Agency that it will not enter into any agreement, if the execution or performance of such agreement would violate or interfere with this MOU or the resulting Solicitations or Contracts.

13. General: This MOU may be amended only by a written instrument executed by all Agencies. This MOU and all transactions contemplated herein shall be governed by, construed in accordance with, and enforced under the laws of the State of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules. Any litigation involving this MOU shall take place in the state or federal courts located exclusively in Nassau County, Florida.

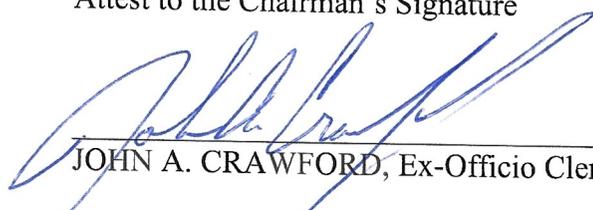
IN WITNESS WHEREOF, the parties have caused this MOU to be executed and delivered by their duly authorized officers, as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: 
Its: Chairman

Date: December 12, 2022

Attest to the Chairman's Signature


JOHN A. CRAWFORD, Ex-Officio Clerk

Approved as to Form:


DENISE C. MAY, County Attorney

JEA

By: 
Its: Director of Procurement / CFO
Date: 1/19/2023

Approved as to Form:


General Counsel to JEA



JOHN A. CRAWFORD
Clerk of the Circuit Court and Comptroller
Ex-Officio Clerk to the Board of County Commissioners
Auditor, Recorder and Custodian of All County Funds
Nassau County



December 16, 2022

Mike Williams, PE
Water/Wastewater Engineer, JEA
21 West Church Street, T-4
Jacksonville, Florida 32202

Re: Memorandum of Understanding with JEA for utility work at the intersection of Chester Road and Pages Dairy Road.

Dear Mr. Williams:

During a regular session of the Nassau County Board of County Commissioners held on December 12, 2022, the Board approved and authorized the Chairman to sign the above-referenced Memorandum of Understanding with JEA for utility work at the intersection of Chester Road and Pages Dairy Road for signature. Once executed, please return the Memorandum of Understanding with JEA to my office. Please be aware that we will be unable to process until the Clerk's Office has received the Memorandum of Understanding with JEA at 76347 Veterans Way, Yulee, Florida 32097.

Thank you for your assistance in this matter. If I can be of any service to you, please do not hesitate to let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "John A. Crawford".

John A. Crawford
Ex-Officio Clerk

/msl
Enclosures/

Addendum No.	Addendum Date
01	01/16/2025
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect costs, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by the County and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

- I. Bidder has given Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer of Record is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.
- 5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

	A	ROADWAY IMPROVEMENTS				
Item No.	Pay Item	Pay Item Description	Units	Quantity	Cost Per Unit	Total Cost
1	104-10-3	SEDIMENT BARRIER	LF	9,100	\$2.74	\$24,934.00
2	104-12	STAKED TURBIDITY BARRIER-NYL REINF PVC	LF	157	\$14.21	\$2,230.97
3	104-18	INLET PROTECTION SYSTEM	EA	23	\$310.06	\$7,131.38
4	107-1	LITTER REMOVAL AND DISPOSAL	AC	66	\$403.46	\$26,628.36
5	107-2	MOWING	AC	66	\$553.87	\$36,555.42
6	110-1-1	CLEARING AND GRUBBING	AC	13.2	\$34,172.15	\$451,072.38
7	110-4-10	REMOVAL OF EXIST CONC	SY	1,744	\$21.08	\$36,763.52
8	120-1	REGULAR EXCAVATION	CY	21,148	\$9.49	\$200,694.52
9	120-6	EMBANKMENT	CY	3,888	\$9.79	\$38,063.52
10	121-70	FLOWABLE FILL	CY	166	\$395.68	\$65,682.88
11	160-4	TYPE B STABILIZATION	SY	18,922.7	\$21.77	\$411,947.18
12	285-701	OPTIONAL BASE GROUP 1	SY	1007.3	\$26.96	\$27,156.81
13	285-704	OPTIONAL BASE GROUP 4, (DRIVEWAY)	SY	115.3	\$34.94	\$4,028.58
14	285-706	OPTIONAL BASE GROUP 6	SY	15,710.5	\$37.45	\$588,358.23
15	327-70-6	MILLING EXIST ASPH PAVT, 1.5" AVG DEPTH	SY	8,405.3	\$6.82	\$57,324.15
16	327-70-16	MILLING EXIST ASPH PAVT, 0.5" AVG DEPTH	SY	2,363.1	\$5.56	\$13,138.84
17	334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5")	TN	1,465.5	\$339.46	\$497,478.63
18	334 -1-13	SUPERPAVE ASPHALTIC CONC,	TN	55.0	\$445.83	\$24,520.65

		TRAFFIC C (OVERBUILD)				
19	334-1-53	SUPERPAVE ASPHALTIC CONC, TRAFFIC C, PG 76-22 (PAGES DAIRY STA. 248+00 - 248+60 VARIABLE DEPTH)	TN	21.8	\$445.83	\$9,719.09
20	334-1-53	SUPERPAVE ASPHALTIC CONC, TRAFFIC C, PG 76-22 (PAGES DAIRY STA. 238+70 - 240+00 VARIABLE DEPTH)	TN	32.1	\$445.83	\$14,311.14
21	334-1-53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22 (1.5")	TN	2,226.2	\$297.87	\$663,118.19
22	425-1-311	INLETS, CURB, TYPE P-1, <10'	EA	11	\$13,756.78	\$151,324.58
23	425-1-321	INLETS, CURB, TYPE P-2, <10'	EA	6	\$15,421.05	\$92,526.30
24	425-1-341	INLETS, CURB, TYPE P-4, <10'	EA	2	\$14,223.16	\$28,446.32
25	425-1-421	INLETS, CURB, TYPE J-2, <10'	EA	1	\$15,488.47	\$15,488.47
26	425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	EA	7	\$6,338.34	\$44,368.38
27	425-1-549	INLETS, DITCH BOTTOM, TYPE D, MODIFIED	EA	1	\$17,886.02	\$17,886.02
28	425-2-61	MANHOLES, P-8, <10'	EA	6	\$9,860.71	\$59,164.26
29	425-2-91	MANHOLES, J-8, <10'	EA	4	\$10,679.88	\$42,719.52
30	430-175- 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	3,160	\$163.91	\$517,955.60
31	430-175- 124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	LF	687	\$247.90	\$170,307.30
32	430-175- 130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	LF	419	\$326.25	\$136,698.75
33	430-175- 136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"	LF	549	\$405.10	\$222,399.90

Award #6 Supporting Documents 06/27/2024

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Chester Road Intersection Improvements

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34	430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, ELLIPTICAL, 14"x23"	LF	201	\$235.25	\$47,285.25
35	430-518-100	STRAIGHT CONCRETE ENDWALL, 18", ROUND, 15 DEGREES	EA	2	\$10,092.17	\$20,184.34
36	430-518-130	STRAIGHT CONCRETE ENDWALL, 24", ROUND, 45 DEGREES	EA	3	\$11,268.42	\$33,805.26
37	430-830	PIPE FILLING AND PLUGGING-PLACE OUT OF SERVICE	CY	5	\$1,320.70	\$6,603.50
38	430-982-138	MITERED END SECTION, OPTIONAL ROUND, 36" CD	EA	1	\$5,885.14	\$5,885.14
39	430-982-138	MITERED END SECTION, OPTIONAL ELLIPTICAL/ARCH, 14"x23 SD	EA	2	\$3,492.83	\$6,985.66
40	515-1-2	PIPE HANDRAIL - GUARDRAIL, ALUMINIM	LF	32	\$224.05	\$7,169.60
41	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	4,806	\$38.82	\$186,568.92
42		RIBBON CURB	LF	50	\$48.34	\$2,417.00
43	520-5-11	TRAFFIC SEPERATOR CONCRETE-TYPE I, 4' WIDE	LF	406	\$84.88	\$34,461.28
44	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	3,697	\$79.33	\$293,283.01
45	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	144	\$110.11	\$15,855.84
46	527-2	DETECTABLE WARNINGS	SF	304	\$59.90	\$18,209.60
47	570-1-2	PERFORMANCE TURF, SOD	SY	18,985	\$8.12	\$154,158.20
48	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, <12 SF	AS	26	\$637.93	\$16,586.18

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49	700-1-50	SINGLE POST SIGN, RELOCATE	AS	1	\$155.59	\$155.59
50	700-1-60	SINGLE POST SIGN, REMOVE	AS	16	\$77.80	\$1,244.80
51	706-1-3	RAISED PAVEMENT MARKERS	EA	393	\$6.22	\$2,444.46
52	710-11-290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	113	\$7.78	\$879.14
53	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	1,612	\$7.78	\$12,541.36
54	711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	281.0	\$8.95	\$2,514.95
55	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	1,425.0	\$10.50	\$14,962.50
56	711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDE LINE/ 6-10 GAP EXTENSION, 6"	GM	0.171	\$2,629.59	\$449.66
57	711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	30	\$311.19	\$9,335.70
58	711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	52	\$116.70	\$6,068.40
59	711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	1,111.0	\$8.95	\$9,943.45
60	711-16-131	THERMOPLASTIC, STANDARD- OTHER SURFACES, WHITE, SKIP, 6",10-30 SKIP OR 3-9 LANE DROP	GM	0.509	\$2,650.29	\$1,349.00
61	711-16-231	THERMOPLASTIC, STANDARD- OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.031	\$2,559.68	\$79.35
62	711-16-101	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	GM	2.273	\$7,458.63	\$16,953.47

63	711-16-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	2.256	\$7,481.73	\$16,878.78
		SUBTOTAL: A – ROADWAY IMPROVEMENTS				\$5,645,403.23
	B	SIGNALIZATION				
Item No.	Pay Item	Pay Item Description	Units	Quantity	Cost Per Unit	Total Cost
64	630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	1086	\$27.33	\$29,680.38
65	630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	1695	\$55.67	\$94,360.65
66	630-2-20	CONDUIT, FURNISH & INSTALL, JACK AND BORE UNDER RAILROAD	LF	247	\$466.03	\$115,109.41
67	632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	2	\$15,999.54	\$31,999.08
68	632-7-2	SIGNAL CABLE - REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	0	\$12.45	
69	632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	1	\$2,936.13	\$2,936.13
70	633-1-121	FIBER OPTIC CABLE, FURNISH & INSTALL, UNDERGROUND, 2-12 FIBERS	LF	25	\$6.66	\$166.50
71	633-1-122	FIBER OPTIC CABLE, FURNISH & INSTALL, UNDERGROUND, 13-48 FIBERS	LF	2309	\$6.41	\$14,800.69

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72	633-1-420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF	30	\$39.29	\$1,178.70
73	633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	36	\$86.13	\$3,100.68
74	633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	36	\$149.48	\$5,381.28
75	633-3-11	FIBER OPTIC CONNECTION HARDWARE, FURNISH & INSTALL, SPLICE ENCLOSURE	EA	2	\$2,319.56	\$4,639.12
76	633-3-12	FIBER OPTIC CONNECTION HARDWARE, FURNISH & INSTALL, SPLICE TRAY	EA	3	\$118.38	\$355.14
77	633-3-14	FIBER OPTIC CONNECTION HARDWARE, FURNISH & INSTALL, BUFFER TUBE FAN OUT KIT	EA	3	\$217.13	\$651.39
78	633-3-16	FIBER OPTIC CONNECTION HARDWARE, FURNISH & INSTALL, PATCH PANEL-FIELD TERMINATED	EA	2	\$2,946.00	\$5,892.00
79	635-2-11	PULL & SPLICE BOX, FURNISH & INSTALL, 13" x 24" COVER SIZE	EA	31	\$2,435.87	\$75,511.97
80	635-2-12	PULL & SPLICE BOX, FURNISH & INSTALL, 24" x 36" COVER SIZE	EA	8	\$4,395.50	\$35,164.00
81	635-2-30	PULL & SPLICE BOX, INSTALL	EA	2	\$2,981.37	\$5,962.74
82	639-1-122	ELECTRICAL POWER SERVICE, FURNISH & INSTALL, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	2	\$8,307.26	\$16,614.52
83	639-1-620	ELECTRICAL POWER SERVICE, REMOVE UNDERGROUND	AS	1	\$1,341.32	\$1,341.32
84	639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	287	\$23.42	\$6,721.54

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85	639-2-6	ELECTRICAL SERVICE WIRE, REMOVE	LF	70	\$1.84	\$128.80
86	641-2-12	PRESTRESSED CONCRETE POLE, FURNISH & INSTALL, TYPE P-II SERVICE POLE	EA	2	\$3,719.05	\$7,438.10
87	641-2-60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE	EA	1	\$1,501.12	\$1,501.12
88	646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	11	\$4,285.58	\$47,141.38
89	646-1-60	ALUMINUM SIGNALS POLE, REMOVE	EA	2	\$742.32	\$1,484.64
90	649-21-6	STEEL MAST ARM ASSEMBLY, FURNISH & INSTALL, SINGLE ARM 50'	EA	2	\$112,194.73	\$224,389.46
91	649-21-10	STEEL MAST ARM ASSEMBLY, FURNISH & INSTALL, SINGLE ARM 60'	EA	1	\$136,266.00	\$136,266.00
92	649-21-15	STEEL MAST ARM ASSEMBLY, FURNISH & INSTALL, SINGLE ARM 70'	EA	1	\$139,950.49	\$139,950.49
93	649-21-18	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70'-50'	EA	1	\$182,696.43	\$182,696.43
94	649-21-25	STEEL MAST ARM ASSEMBLY, FURNISH & INSTALL, DOUBLE ARM 78'-60'	EA	1	\$190,576.17	\$190,576.17
95	649-26-5	STEEL MAST ARM ASSEMBLY, REMOVE, DEEP FOUNDATION- BOLT ON ATTACHMENT	EA	4	\$14,602.17	\$58,408.68
96	650-1-34	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 3 SECTION, 1 WAY	AS	15	\$3,025.21	\$45,378.15

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97	650-1-36	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 4 SECTION, 1 WAY	AS	5	\$3,437.77	\$17,188.85
98	650-1-39	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 5 SECTION CLUSTER, 1 WAY	AS	0	\$3,285.00	
99	650-1-60	VEHICULAR TRAFFIC SIGNAL, REMOVE-POLES TO REMAIN	AS	0	\$245.00	
100	653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	8	\$1,705.81	\$13,646.48
101	653-1-12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	3	\$3,102.35	\$9,307.05
102	660-1-110	LOOP DETECTOR, INDUCTIVE, FURNISH & INSTALL, TYPE 10	EA	13	\$763.21	\$9,921.73
103	660-2-106	LOOP ASSEMBLY, FURNISH & INSTALL, TYPE F	AS	18	\$3,011.44	\$54,205.92
104	660-6-121	VEHICLE DETECTION SYSTEM- AVI, BLUETOOTH, FURNISH & INSTALL, CABINET EQUIPMENT	EA	1	\$7,074.10	\$7,074.10
105	660-6-122	VEHICLE DETECTION SYSTEM- AVI, BLUETOOTH, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	EA	1	\$15,854.98	\$15,854.98
106	665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	14	\$722.98	\$10,121.72
107	670-5-111	TRAFFIC CONTROLLER ASSEMBLY, FURNISH & INSTALL, NEMA, 1 PREEMPTION	AS	2	\$65,079.25	\$130,158.50

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108	670-5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1	\$2,192.59	\$2,192.59
109	682-1-133	ITS CCTV CAMERA, F&I, DOME ENCLOSURE - NON-PRESSURIZED, IP, HIGH DEFINITION	EA	2	\$11,313.10	\$22,626.20
110	684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	2	\$8,453.27	\$16,906.54
111	685-1-13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	1	\$16,718.91	\$16,718.91
112	700-3-201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	9	\$1,586.33	\$14,276.97
113	700-3-501	SIGN PANEL, RELOCATE, UP TO 12 SF	EA	0	\$187.00	
114	700-3-601	SIGN PANEL, REMOVE, UP TO 12 SF	EA	0	\$93.00	
115	700-5-21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	4	\$7,710.13	\$30,840.52
116	700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	4	\$8,312.04	\$33,248.16
117	700-141-360	ENHANCED HIGHWAY SIGN ASSEMBLY, AC POWERED, F&I OVERHEAD MOUNT, BLANK OUT SIGN <12 SF	EA	1	\$12,529.77	\$12,529.77
118	700-141-803	ENHANCED HIGHWAY SIGN ASSEMBLY, AC POWERED, RELOCATE - OVERHEAD MOUNT	EA	0		

Item No.	Pay Item	Pay Item Description	Units	Quantity	Cost Per Unit	Total Cost
		SUBTOTAL: B – SIGNALIZATION				\$1,903,745.65
	C	JEA POTABLE WATER MAIN				
119	801.XII.1	16" PVC DR 25 Pipe	LF	562	\$195.39	\$109,809.18
120	801.XII.1	2" PVC Pipe SCH 40	LF	17	\$63.47	\$1,078.99
121	801.XII.1	6" DI Water Main Pipe	LF	83	\$74.57	\$6,189.31
122	801.XII.2	16" MJ 45 Deg Bend	EA	18	\$3,069.26	\$55,246.68
123	801.XII.2	16" X 6" Tapping Saddle with Corp Stop	EA	1	\$9,539.35	\$9,539.35
124	801.XII.2	16" X 2" MJ Tee	EA	1	\$4,322.24	\$4,322.24
125	801.XII.6	16" Pipe Bell Restraint	EA	16	\$1,357.13	\$21,714.08
126	801.XIII.3	6" MJ Gate Valve	EA	1	\$3,668.90	\$3,668.90
127	801.XIII.1	Fire Hydrant Assembly	EA	4	\$7,440.59	\$29,762.36
128	801.XII.14	Temporary Sample Tap	EA	4	\$913.27	\$3,653.08
129	801.XIII.7	Connect to Valve	EA	6	\$2,395.18	\$14,371.08
130	801.XIII.2	Remove Fire Hydrant	EA	4	\$866.83	\$3,467.32
131	801.XIII.7	Connect to Existing 16" WM	EA	6	\$4,144.09	\$24,864.54
132	801.XIII.7	Connect to Existing 2" WM	EA	2	\$2,475.48	\$4,950.96
133	801.III.2.4	Abandon by Removal 16" PVC Pipe	LF	299	\$23.19	\$6,933.81
134	437	Thrust Block (Contingency)	EA	2	\$1,368.63	\$2,737.26

Item No.	Pay Item	Pay Item Description	Units	Quantity	Cost Per Unit	Total Cost
		SUBTOTAL: C – JEA POTABLE WATER MAIN				\$302,309.14
	D	JEA RECLAIMED WATER MAIN				
135	801.XXI.1	16" PVC DR 25 Pipe	LF	2401	\$142.20	\$341,422.20
136	801.XXI.2	16" MJ 22.5° Deg Bend	EA	2	\$3,025.10	\$6,050.20
137	801.XXI.2	16" MJ 45° Deg Bend	EA	18	\$3,069.26	\$55,246.68
138	801.XXI.6	16" Pipe Bell Restraint	EA	53	\$1,356.95	\$71,918.35
139	801.XXI.3	30" Steel Casing Pipe - by Jack and Bore	LF	330	\$2,473.91	\$816,390.30
140	801.XXII.1	16" Gate Valve	EA	5	\$12,292.47	\$61,462.35
141	801.XXII.5	Flushing Valve Below Grade	EA	2	\$4,276.07	\$8,552.14
142	801.VIII.3	Removal of Pavement	SY	56	\$51.44	\$2,880.64
143	801.VIII.4	Pavement Repair – Cross Cuts & Patches – Flowable Fill (Nassau County Detail No. 15)	SY	56	\$231.63	\$12,971.28
		SUBTOTAL: D – JEA RECLAIMED WATER MAIN				\$1,376,894.14
	E	JEA FORCE MAIN				
Item No.	Pay Item	Pay Item Description	Units	Quantity	Cost Per Unit	Total Cost
144	801.XVI.1	16" PVC DR 25 Pipe	LF	2403	\$142.76	\$343,052.28
145	801.XVI.3	16" MJ 45 Deg Bend	EA	16	\$4,469.42	\$71,510.72

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146	801.XVI.7	16" Pipe Bell Restraint	EA	95	\$1,356.97	\$128,912.15
147	801.XVI.3	16" Plug	EA	2	\$2,914.71	\$5,829.42
148	801.XXI.3	30" Steel Casing Pipe - by Jack and Bore	LF	332	\$2,464.84	\$818,326.88
149	801.XVII.4	Air Release Valve	EA	2	\$19,191.11	\$38,382.22
150	801.XVII.1	16" MJ Gate Valve	EA	4	\$12,292.48	\$49,169.92
151	801.VIII.3	Removal of Pavement	SY	139	\$51.42	\$7,147.38
152	801.VIII.4	Pavement Repair – Cross Cuts & Patches – Flowable Fill (Nassau County Detail No. 15)	SY	139	\$231.62	\$32,195.18
153	801.VI.1	12" PVC DR 18 Pipe	LF	379	\$197.12	\$74,708.48
154	801.XVI.3	12" MJ 45 Deg Bend	EA	20	\$2,841.12	\$56,822.40
155	801.XVI.7	12" Pipe Bell Restraint	EA	15	\$869.42	\$13,041.30
156	801.XVI.3	12" X 4" MJ Tee	EA	1	\$3,045.34	\$3,045.34
157	801.XVI.1	2" PVC Pipe	LF	17	\$92.03	\$1,564.51
158	801.XVII.3	Connect to Existing Tee	EA	1	\$2,309.43	\$2,309.43
159	801.XVII.3	Connect to Existing 12" FM	EA	9	\$3,781.47	\$34,033.23
160	801.XVII.3	Connect to Existing 4" FM	EA	1	\$2,327.98	\$2,327.98
161	801.XVI.2	Pump Truck	HR	20	\$350.09	\$7,001.80
162	801.XVII.1	12" MJ Gate Valve (contingency)	EA	2	\$7,740.58	\$15,481.16
		SUBTOTAL: E – JEA FORCE MAIN				\$1,704,861.78

	F	JEA MISC				
Item No.	Pay Item	Pay Item Description	Units	Quantity	Cost Per Unit	Total Cost
163	408	A-3 Backfill (Contingency)	LF	1	\$15,000	\$15,000.00
164	408	Testing Allowance	LS	1	\$10,000	\$10,000.00
		SUBTOTAL: F – JEA MISC				\$25,000.00

BID SUMMARY		
PARTS A, B	SUBTOTAL =	\$7,549,148.88
PARTS C, D, E, F	SUBTOTAL =	\$3,409,065.06
	TOTAL BASE BID	\$10,958,213.94

All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with paragraph 11.02 of the General Conditions.

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids. Final payment of all Unit Price Bid Items will be based on actual quantities as determined in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete within **420** calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within **45** calendar days from the date of substantial completion. Total contract time shall be **465** calendar days; for everyday the work goes beyond substantial completion, a day will be removed from final completion so the total days equal 120 calendar days.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

- A. Bid Security in the form of a certified check of Bid Bond (Section 00 43 15)
- B. Tabulation of Subcontractors & Suppliers (Section 00 43 35)
- C. Florida Trench Safety Act Certification (Section 00 44 55)
- D. Bidder's Qualification Statement (Section 00 45 13)
- E. Non-Collusion Affidavit (Section 00 45 19)
- F. Drug-Free Workplace Certificate (Section 00 45 20)
- G. Public Entity Crimes Statement (Section 00 45 30)
- H. Statement of Disputes, Litigation & Surety Completion (Section 00 45 35)
- I. E-Verify Affidavit of Compliance (Section 00 45 40)

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on January 17, 2024.

State Contractor License No. CUC1225672.

If Bidder is:

An Individual

Name (typed or printed): N/A

By: N/A

(Individual's Signature)

Doing business as: _____ N/A _____

Business address: _____ N/A _____

_____ N/A _____

Phone No.: _____ N/A _____ Fax No.: _____ N/A _____

A Partnership

Partnership Name: _____ N/A _____

By: _____ N/A _____

(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____ N/A _____

Business address: _____ N/A _____

_____ N/A _____

Phone No.: _____ N/A _____ Fax No.: _____ N/A _____

Award #6 Supporting Documents 06/27/2024

Invitation to Bid

Chester Road Intersection Improvements

NC23-064

A Corporation

Corporation Name: Reeves Construction Company

State of Incorporation: Georgia

Type (General Business, Professional, Service, Limited Liability): S-Corp

By: 

(Signature - attach evidence of authority to sign)

Name (typed or printed): Scott Newman

Title: Assistant Secretary (CORPORATE SEAL)

Attest  Anthony L. Martino II -Secretary

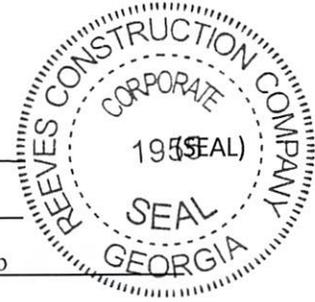
(Signature of Corporate Secretary)

Business address: 100 Morgan Industrial Boulevard

Garden City, Georgia 31408

Phone No.: (912) 964-6513 Fax No.: (912) 964-6531

Date of Qualification to do business is 02/01/1955



A Joint Venture

Joint Venturer Name: _____ N/A

By: _____ N/A

(Signature of joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____ N/A

Title: _____ N/A

Business address: _____ N/A

_____ N/A

Phone No.: _____ N/A Fax No.: _____ N/A

Joint Venturer Name: _____ N/A

By: _____ N/A

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____ N/A

Title: _____ N/A

Business address: _____ N/A

_____ N/A

Phone No.: _____ N/A Fax No.: _____ N/A

Phone and FAX Number, and Address for receipt of official communications:

_____ N/A

_____ N/A

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in a manner indicated above.)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this 12th day of December, 2022, by and between JEA (“JEA”) and Nassau County, Florida (“Nassau County”).

Recitals

WHEREAS, JEA and Nassau County (collectively, the “Agencies” or, individually, an “Agency”), will enter into agreement for the design and construction of the Chester Road and Pages Dairy Road Intersection – JEA Reclaimed Water & Force Mains (the “Work”); and

WHEREAS, the Agencies desire to collectively solicit bids for both the design and construction (the “Work”) for the Chester Road and Pages Dairy Road Intersection – JEA Reclaimed Water & Force Mains; and

WHEREAS, the Agencies have discussed the terms and conditions on which JEA will draft, issue and manage the Solicitation, and the Agencies desire to put such terms and conditions in writing;

NOW, THEREFORE, in consideration of the mutual promises contained herein, each of the Agencies agree as follows:

Agreements

1. Design Services. Following execution of this MOU, Nassau County will amend its design contract with Connelly and Wicker to include JEA’s portion of the work. JEA will be responsible for all design costs associated with the incorporation of the water main design.
2. Construction Services. Upon completion of the design services, Nassau County will issue a Solicitation for construction of the Chester Road and Pages Dairy Road Intersection – JEA Reclaimed Water & Force Mains in substantially the same form of the draft Solicitation circulated to each of the Agencies prior to execution of this MOU (the “Construction Solicitation”).

3. Construction Engineering Inspection (CEI) Services. Upon completion of the design services, Nassau County will issue a Solicitation for Construction Engineering Inspection (CEI) services for the Chester Road and Pages Dairy Road Intersection – JEA Reclaimed Water & Force Mains in substantially the same form of the draft Solicitation circulated to each of the Agencies prior to execution of this MOU (the “CEI Solicitation”).
4. Award Recommendation. Nassau County, on behalf of the Agencies, will manage the Construction Solicitation and CEI Solicitation (the “Solicitations”) and make all administrative determinations concerning minimum qualifications, timeliness, responsiveness and all other aspects of administration of the Solicitations up to and including determining the successful bidders (the “Successful Bidders”).
5. Contract. Each Agency will enter into a separate final contract with the Successful Bidders for the scope of work described in the Construction Solicitation and CEI Solicitation (collectively, the “Contracts” or, separately, a “Contract”). Subject to the terms set forth in this MOU, the Agencies bind themselves to the good faith negotiation of Contracts with the Successful Bidders. Nassau County shall issue the Construction Solicitation and CEI Solicitation and negotiate standard contract terms and conditions on behalf of all Agencies, which terms and conditions will be substantially in the form of the standard contract provisions contained in the Solicitation (including the Special Provisions for JEA, attached in an Appendix to the Construction Solicitation and CEI Solicitation).
6. Term. Each contract will have a term of five (5) years (the “Initial Term”), commencing on the effective date of each Contract, with the option to extend the term of each Contract for an additional five (5) years in one (1) year increments.
7. Fee Payment. The costs of the Solicitations will be shared equally among the Agencies. Each Agency shall be responsible for all of its respective costs for all services and equipment procured by the Agency under the Solicitations and nothing in this MOU or in the Solicitations shall be construed to create an obligation of one Agency to cover any costs or expenses or create any liability of one Agency for the access control system of another Agency. JEA will pay CEI and Construction costs associated with and required by the

Water Main construction directly to the CEI service provider and Construction contractor. Nassau County will pay CEI and Construction costs associated with and required by the Roadway resurfacing and widening construction directly to the CEI service provider and Construction contractor.

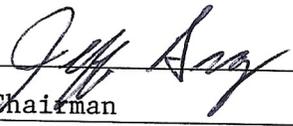
8. Contract Management: Each Agency will be responsible for administration of its own Contracts, including, but not limited to all purchase orders, invoices, payments, contract management, amendments and renewals. However, each Agency shall continue to collaborate with all Agencies by providing notice to the other Agencies as soon as reasonably possible after an Agency discovers any problems or issues with the Access System or the services provided under the Contracts.
9. Joint Marketing. Each Agency will use commercially reasonable efforts to solicit interest in the Solicitations.
10. Publicity. All press releases issued by any Agency with respect to this MOU, the Solicitations or the relationship created by the Agencies with the Successful Bidders shall be presented to the other Agencies reasonably in advance of issuance and shall be subject to the other Agencies' prior approval, which shall not be unreasonably withheld or delayed.
11. Procurement Management. Each Agency shall appoint a single individual (a "Procurement Manager") to be primarily responsible for: (1) arranging all meetings, visits and consultations between the Agencies relating to the Solicitations; (2) receiving all notices under this MOU and the resulting Solicitations; and (3) coordinating all administrative matters relating to the Solicitations. The Procurement Managers shall also be responsible for coordinating the resolution of any issues and disputes between the parties arising under this MOU. From time to time during the terms of the Contracts, each Agency may replace its Procurement Manager with another person having equivalent authority by providing written notice to the other Agencies.

12. Warranties. Each Agency represents and warrants to the other agencies that neither the execution of this MOU nor the performance described hereunder will, directly or indirectly, violate or interfere with the terms of another agreement to which such Agency is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for performance under this MOU. Each Agency represents and warrants to the other Agency that it will not enter into any agreement, if the execution or performance of such agreement would violate or interfere with this MOU or the resulting Solicitations or Contracts.

13. General: This MOU may be amended only by a written instrument executed by all Agencies. This MOU and all transactions contemplated herein shall be governed by, construed in accordance with, and enforced under the laws of the State of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules. Any litigation involving this MOU shall take place in the state or federal courts located exclusively in Nassau County, Florida.

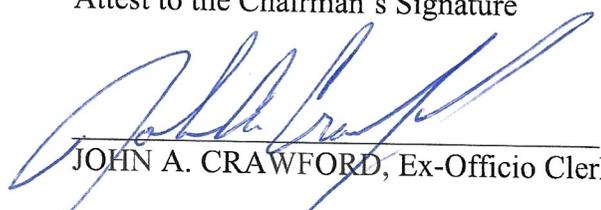
IN WITNESS WHEREOF, the parties have caused this MOU to be executed and delivered by their duly authorized officers, as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: 
Its: Chairman

Date: December 12, 2022

Attest to the Chairman's Signature


JOHN A. CRAWFORD, Ex-Officio Clerk

Approved as to Form:


DENISE C. MAY, County Attorney

JEA

By: 
Its: Director of Procurement / CFO
Date: 1/19/2023

Approved as to Form:


General Counsel to JEA



JOHN A. CRAWFORD
Clerk of the Circuit Court and Comptroller
Ex-Officio Clerk to the Board of County Commissioners
Auditor, Recorder and Custodian of All County Funds
Nassau County



December 16, 2022

Mike Williams, PE
Water/Wastewater Engineer, JEA
21 West Church Street, T-4
Jacksonville, Florida 32202

Re: Memorandum of Understanding with JEA for utility work at the intersection of Chester Road and Pages Dairy Road.

Dear Mr. Williams:

During a regular session of the Nassau County Board of County Commissioners held on December 12, 2022, the Board approved and authorized the Chairman to sign the above-referenced Memorandum of Understanding with JEA for utility work at the intersection of Chester Road and Pages Dairy Road for signature. Once executed, please return the Memorandum of Understanding with JEA to my office. Please be aware that we will be unable to process until the Clerk's Office has received the Memorandum of Understanding with JEA at 76347 Veterans Way, Yulee, Florida 32097.

Thank you for your assistance in this matter. If I can be of any service to you, please do not hesitate to let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "John A. Crawford".

John A. Crawford
Ex-Officio Clerk

/msl
Enclosures/

CONSTRUCTION ENGINEERING AND INSPECTION SCOPE OF SERVICES

FOR

RFQ NC23-065: CEI SERVICES FOR CHESTER ROAD & PAGES DAIRY ROAD
INTERSECTION IMPROVEMENTS PROJECT – JEA CONSTRUCTION SEGMENT

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1. **PURPOSE:** This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration and inspection for the construction projects listed below.
2. **SCOPE:** The Consultant shall provide CEI services for Chester Road & Pages Dairy Road Intersection Improvements Project as defined in this Scope of Services. CEI work required to be performed on behalf of Nassau County to complete the County’s portion of the construction contract will be negotiated and performed under a separate contract. The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement.
3. **LENGTH OF SERVICE AND FEE:** The Consultant’s services shall begin upon written Notification to Proceed by JEA. The duration of the work was estimated to include 13 months for construction, 1 month for pre-construction activities, and 1 month for project close out. This is a Limiting Amount scope and fee contract. No work shall be performed beyond this Limiting Amount without prior authorization from JEA.

Staff - (cal days)	2024												2025												TOTAL	TOTAL		
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	MM	MH		
Chester Rd. & Pages Dairy Rd. Int. Improv.(JEA)																												
Senior Project Engineer					0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.51	88.23
Project Engineer/Administrator					0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.20	0.15	2.6	449.8
Inspector					1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	0.50					14	2422
Administrative/Secretarial					0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	1.5	259.5
Total					0.18	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	0.78	0.78	0.23				18.61	3220

PROJECT MANAGEMENT & INSPECTION SERVICES FOR CHESTER ROAD (REV 04-01-24)				
ESTIMATE OF CEI COSTS (JEA)				
Project Staff	Rate		Total Hours	Total
Senior Project Engineer	\$ 239.28		88.23	\$ 21,111.67
Project Engineer/Administrator	\$ 173.33		449.8	\$ 77,963.83
Inspector	\$ 80.00		2422	\$ 193,760.00
Administrative/Secretarial	\$ 76.83		259.5	\$ 19,937.39
			Total Estimated Cost	\$ 312,772.89
			(Limiting Amount)	

4. **ITEMS TO BE FURNISHED BY THE COUNTY/JEA TO CONSULTANT:** The County/JEA will furnish the following documents.
 - A. Construction Plans,
 - B. Specification Package,
 - C. Copy of the Executed Construction Contract, and
 - D. Utility Agency’s Agreements, Specifications, and Approved Material List (if applicable).
5. **ITEMS FURNISHED BY THE CONSULTANT:**
 - A. **Vehicles:** Vehicles will be equipped with appropriate safety equipment and will be able to effectively carry out the requirements of this Agreement.
 - B. **Field Equipment:** The Consultant shall supply items essential to carry out the work under this Agreement.
6. **LIAISON:** The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement and seek input from the Construction Project Manager for any significant construction contract changes. Invoice Approval Requests, Personnel Approval Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the Construction Project Manager.
7. **PERFORMANCE OF THE CONSULTANT:** During the term of this Agreement and all supplements thereof, the JEA will

review various phases of Consultant's operations, to verify compliance with this Agreement. The Consultant shall cooperate and assist JEA representatives in conducting the reviews.

8. REQUIREMENTS:

- A. **General:** It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the JEA, and direct the Contractor to correct such observed discrepancies. The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken.
- B. **On-site Inspection:** The Consultant shall monitor only the Contractor's on-site construction activities and observe materials entering the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.
- C. **Sampling and Testing:** The Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in vicinity of the project for verification and acceptance. The Consultant shall determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, JEA/DOT label, JEA/DOT stamp, etc. Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week the construction work is done.
- D. **Engineering Services:** The Consultant shall assist the JEA with coordination of the Construction Contract administration activities with all parties including the Contractor which are involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to JEA for the failure of such parties to follow written direction issued by the Consultant. Services include observing Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining records of activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:
 - a) Verify that the Contractor is conducting inspections, preparing reports, and monitoring all storm water pollution prevention measures associated with the project.
 - b) Analyze the Contractor's schedule(s) (i.e., baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements to be reviewed will include, but not limited to, completeness, logic, durations, activity flow, milestone dates, concurrency, resource allotment, and delays. Verify the schedule conforms with the construction phasing and MOT sequences, includes all contract modifications, and the Contractor's plan for completing the project within the allowed contract time is reasonable. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
 - c) Know the Contract and represent the JEA in the execution thereof. Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and document the contract changes. Prepare recommendations to the JEA for all change orders, field changes, or material substitutions.
 - d) Monitor, observe and document utility construction for progress. Facilitate coordination and communication between Utility Agency's representatives, County's staff, and contractors in execution of

the work. Identify potential utility conflicts and assist in the resolution of utility issues.

- e) Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate processing of such information in order for the JEA to make timely payment to the Contractor. Review each pay request by the Contractor and either request corrections or provide concurrence to the JEA.
- f) Provide information when requested by the JEA to support Public Information services as required to manage inquiries from the public, public officials, and the news media.
- g) Obtain videos / photos of the pre-construction conditions throughout the project limits. Photos shall be taken of progress with an emphasis on documenting potential claims and areas of potential public concern.
- h) Coordinate with JEA through the close out phase of the project, review Contractor As-Builts, and sign COC documents.
- i) Administer RFI's, shop drawings, and other submittals and distribute in accordance with provisions of the contract to the owner and/or EOR as required.
- j) Conduct Preconstruction, Pre-paving, and, field meetings, etc. with meeting minutes.
- k) Perform periodic reviews of the Contractor's MOT and reporting for compliance with plans.

9. **PERSONNEL:** The Consultant shall staff the project with the qualified personnel necessary to carry out its responsibilities efficiently and effectively under this Agreement. Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the associated Construction Contract has been closed.

10. **PROJECT CLOSE OUT:** Consultant shall make a pre-final inspection to determine if the project is substantially complete, and a final inspection to determine if the Project has been fully completed in substantial accordance with the Contract Documents and whether the contractor has fulfilled all of its obligations thereunder so that the Consultant may recommend approval, in writing, of final payment to the contractor.

11. **INVOICING:** Monthly invoices shall be submitted to the JEA in a format and schedule defined by the JEA (Per classification herein monthly including total hours monthly and a running total to date).

12. **OTHER SERVICES:** Upon written authorization by the County Project Manager, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement but may be required by the County to supplement the Consultant services under this Agreement.

- A. Review of MBE participation.
- B. CEI for Nassau County's portion of the Contract (This will be under a separate agreement).
- C. Management of project through warranty period / claims.
- D. Assist in preparing for arbitration hearings or litigation associated with the Agreement.
- E. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation associated with the Agreement.
- F. Provide on- and off-site inspection services in addition to those provided for in this Agreement.
- G. Engineering Design & Permitting including (SJRWMD As-Built Certification & FDEP Certification).
- H. Survey & Construction Stakeout, Wetland Delineation, As-Built Survey (Contractor)
- I. OSHA or other Regulatory Safety Inspections, or Inspections of work performed by others.
- J. Quality Control / Material Testing (Contractor)

13. **POST CONSTRUCTION CLAIMS REVIEW:** In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, upon execution by the JEA and

Award #7 Supporting Documents 06/27/2024

the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to this Agreement.

- 14. OTHER CONSIDERATIONS:** Consultant will not assume responsibility for the Contractor's means, methods, techniques, sequences or procedures of construction and it is understood that field services provided by Consultant will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications.

Certification of Single Source or Emergency Procurement

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

3-112 Single Source

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

- (a) there is only one justifiable source for the required Supplies or Services; **Note: Please provide justification.**
- (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors; **Note: If this is a Single Source Standard or OEM, please provide proper backup documentation.**
- (c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;
- (d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

3-113 Emergency Procurements

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

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

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain, to avoid delays to any Governmental Entity or avoid significant financial loss through immediate or timely action; or (f) a valid public emergency certified by the Chief Executive Officer.

Please provide the following information:

Vendor Name:

Description of Services or Supplies provided by Vendor:

Certification:

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

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

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

Is this Single Source also a Ratification? Yes No If yes, explain

OR

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

Is this Emergency also a Ratification? Yes No If yes, explain

Raynetta Curry Marshall
Signature of JEA Business Unit Chief (or designee)

Name of JEA Business Unit Chief (or designee)

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

Certification of Single Source or Emergency Procurement

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

3-112 Single Source

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

- (a) there is only one justifiable source for the required Supplies or Services; **Note: Please provide justification.**
- (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors; **Note: If this is a Single Source Standard or OEM, please provide proper backup documentation.**
- (c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;
- (d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

3-113 Emergency Procurements

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

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

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain, to avoid delays to any Governmental Entity or avoid significant financial loss through immediate or timely action; or (f) a valid public emergency certified by the Chief Executive Officer.

Please provide the following information:

Vendor Name:

Description of Services or Supplies provided by Vendor:

Certification:

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

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

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

Is this Single Source also a Ratification? Yes No If yes, explain

OR

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

Is this Emergency also a Ratification? Yes No If yes, explain

Raynetta Curry Marshall
Signature of JEA Business Unit Chief (or designee)

Name of JEA Business Unit Chief (or designee)

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



JEA
 Attn: Lynn Rix

May 29, 2024

SUBJECT: RFQ for 72kV Circuit Breakers – GCBAR002
 MEPPI Proposal Ref. #: **72MVP-SE-4159**

Mitsubishi Electric Power Products, Inc. (MEPPI) is pleased to offer our quotation for the Power Circuit Breaker in response to the above subject inquiry. We are offering our highly regarded SF6 Gas Breaker rated at 72kV for the specified requirement.

SCOPE

MEPPI will supply SF₆ Gas Circuit Breakers that are functional equivalents of what has been previously purchased by JEA. The summary that follows generally describes the breaker proposed.

Quantity	TBD
Equipment:	Dead Tank SF6 Circuit Breaker
Rated Maximum Voltage:	72.5 kV
Frequency:	60 Hz
Continuous Current:	3,000A
Rated Interrupting Current:	50kA
Basic Insulation Level:	350 kV BIL
Operating Mechanism:	Helical Spring
BCT's:	(12x) 2000/5 C800, MR
Unit Price FOB Jobsite	50kA Breaker = \$116,980 ea.

MEPPI does not typically offer quantity discounts, but based on a commitment from JEA to purchase the forecasted quantity of 140, we would be able to offer a discount of 2%.

.DELIVERY

We have currently have reserved production slots for these circuit breakers beginning in February 2027. Delivery will be made by truck FOB jobsite, **fully assembled**, with point of shipment being Warrendale, Pennsylvania, USA.

TERMS/CONDITIONS, PAYMENT & WARRANTY

MEPPI Form A terms will apply. MEPPI's standard payment terms will apply and is based on one hundred percent (100%) due thirty (30) days after receipt of an invoice.

Due to unprecedented market volatility and ongoing supply chain challenges, pricing is subject to review 60 days prior to delivery of the equipment. Pricing is tied to BLS index PCU335313335313 (switchgear and switchboard apparatus manufacturing - www.bls.gov). If the index varies more than +/- 3% from time of order, product pricing will be adjusted commensurately.

TOOLS AND SPARE PARTS

A manual jack assembly, a gas fill adapter and a transducer mounting kit are included in the price of the breaker. Special tools for contact and nozzle removal when doing long-term maintenance are not included. These tools are only required to inspect/replace the nozzle or moving contact. The only spare parts that MEPPI recommends are a trip coil and a close coil. Additional spare parts can be purchased at time of need.

VALIDITY

This offer is valid for thirty (30) days unless extended or withdrawn in writing by MEPPI.

FIELD SERVICE

When compared to our competitors, our service capabilities are unmatched. Our track record is diverse and proven with a history of rapid response to customer emergencies. We stock components in our Warrendale Facility, and we have a dedicated team of Field Service Engineers that can respond quickly.

No field service is included in the above price. Field service for Mitsubishi Electric Power Products' breakers is provided direct from our factory at Warrendale, PA. The Engineering Service rate and cost are set forth in the included Form C, "Engineering Service & Training Rates Policy".

MEPPI THE PRUDENT CHOICE

Over the last 25 years, MEPPI has worked together with multiple worldwide utilities toward the mutually shared goals of operating the utilities' networks in a safe, economical, and reliable manner. In considering other vendors, some key questions must be considered: Are the products appropriate to operate in your network environment? Do they display the quality and the performance that is required to operate the network? Is the vendor responsive when you need assistance? The complete evaluation and the careful weighting of each area will lead you to conclude that MEPPI is your most prudent choice when high performance, rugged and proven Transmission & Distribution equipment is required.

CIRCUIT BREAKER BENEFITS

- Highly reliable dead tank enclosure
- Fully assembled and tested in the factory
- Lightweight and low foundation load
- Reduced Maintenance
- **Contact Removal and Inspection:** All Mitsubishi Electric dead tank breakers are designed for simple removal and inspection of the arcing contacts. Unlike other designs which require removal of the complete interrupter for inspection / replacement of the arc contacts, the MEPPI designs allow removal of these items by removing the tank inspection cover and using a tool to remove the threaded items (Moving and Stationary Contacts and Teflon nozzle). The entire job takes about 30 minutes and represents the only maintenance the interrupter will ever require (performed @ 2000 operations at rated load current).
- **Simple Spring Operating Mechanism:** The Spring Mechanism is a well-proven and rugged mechanism, which is much simpler in design than competing spring hydraulic or pneumatic mechanisms. The device, which is virtually maintenance free, is extremely well suited to environments where high reliability and low maintenance requirements are a must.
- **Optimal Leak Prevention:** MEPPI breakers incorporate our unique double seal system (o-ring and silicone sealant), providing unparalleled sealing capability. This system has been well proven on both breakers and gas insulated substations and the design has been intact for well over 20 years.

EXPERIENCE

Mitsubishi Electric Power Products, Inc. has sold over 40,000 SF6 Gas Circuit Breakers in the voltage range between 15kV and 800kV. We are committed to being the best quality/service supplier in the industry. MEPPI has accumulated vast experience in supplying units for diverse environments and customized to the multiple networks that we currently serve throughout the world. This unequaled experience is the basis for the confidence that we enjoy from the over 50 Partnership accounts we currently service from our Warrendale Facility.

PERFORMANCE AND RELIABILITY

The Mitsubishi Electric family of breakers has the best overall performance in the T&D industry. Our family of HV breakers is performing with a reliability factor of 99.998 percent. We have continuing efforts toward improving reliability levels in our units through ongoing process improvements and design changes. A good example of the level of detail that we build into the process is our understanding of the impact debris has on breaker operation, and the steps that have been taken to ensure that no foreign matter enters the chambers of the interrupters.

The second example is how we build reliability, durability, and performance from our conceptual stages through delivery, ensuring that our units will outperform other available products. Furthermore, our breakers and their components are subject to the most

rigorous testing in the industry. All Mitsubishi mechanisms are life-tested to 10,000 operations.

On behalf of Mitsubishi Electric Power Products, Inc., I want to thank you, in advance, for your kind consideration and the opportunity to provide our proposal for these circuit breakers. Should you require additional information about our organization or products, or should you have any questions, please do not hesitate to contact me.

Sincerely,

Timothy Stimson

Sales Engineer II
Mitsubishi Electric Power Products, Inc.
PH 724-779-3321
Email: tim.stimson@meppi.com

December 20, 2021

These Terms & Conditions of Sale (“**T&C**”) shall govern the sale of all products (“**Products**”) and the provision of all services (“**Services**”) by Mitsubishi Electric Power Products, Inc. (“**MEPPI**”) to Purchaser. The sale of Products and the provision of Services by MEPPI are expressly conditioned upon Purchaser’s assent to these T&C. Purchaser shall be deemed to have expressly accepted these T&C if Purchaser so agrees in writing or receives Products or accepts performance of Services subsequent to receipt of these T&C. Any different or additional terms and conditions submitted by Purchaser in any document are hereby rejected and shall have no force or effect. Failure of MEPPI to object to provisions contained in any order or other writing submitted by Purchaser shall not be construed as a waiver of these T&C or acceptance of any different or additional provisions. Except as expressly agreed in writing by a duly authorized representative of MEPPI, these T&C supersede any prior or contemporaneous understandings, agreements or correspondence between the parties and shall govern any order or contract (each, an “**Order**”) for Products or Services. No independent sales or manufacturing representative of MEPPI shall have any authority to vary these T&C in any respect or to agree to any additional or different terms or conditions.

1.0 PRICES; TAXES AND TERMS OF PAYMENT

- 1.1. Prices and Taxes - Prices for Products and Services shall be as specified in MEPPI’s quotation or offer (“**MEPPI’s Quotation**”). Prices for Products and Services do not include any applicable sales, use or other taxes, bonds or permit fees. The amount of any such taxes or fees which MEPPI may be required to pay or collect shall be added to each invoice or separately invoiced by MEPPI to Purchaser, and Purchaser shall promptly pay all such invoices.
- 1.2. Terms of Payment - Invoices will be issued upon Product shipment or completion of Services. Except as otherwise provided in these T&C, all payments by Purchaser shall be made net 30 days from date of MEPPI’s invoice(s). MEPPI’s past due invoices shall bear interest at the rate of 1.0% per month, but not in excess of the maximum lawful rate, from the due date thereof until paid in full.
- 1.3. Advance Payments - If, MEPPI reasonably believes the financial condition of Purchaser is impaired or otherwise has a reasonable basis for insecurity as to Purchaser’s ability or intention to comply with these T&C, MEPPI may require full or partial payment in advance or other security to be posted, including, without limitation, a

letter of credit or guaranty, as a condition to its further performance.

- 1.4. Collection Costs and Attorneys’ Fees - Purchaser shall be responsible for all costs and expenses incurred by MEPPI, including attorneys’ fees and costs, in connection with the collection of amounts due from Purchaser and the enforcement of any provision of these T&C.

2.0 DELIVERY

- 2.1 General - All prices include shipping charges and duty to the F.O.B. delivery point identified in MEPPI’s Quotation (the “**FOB Delivery Point**”), except as otherwise agreed by the parties in writing. Delivery dates are based on receipt of complete information with each Order. If drawing approval is required prior to manufacture and/or shipment of the Products, Purchaser shall be required to return drawings on schedule to maintain delivery dates.
- 2.2. Origin, Method of Shipment and Routing - Unless otherwise requested by Purchaser, MEPPI will select the delivery method of transportation and routing. If Purchaser requests delivery by a method or route other than that selected by MEPPI, Purchaser shall be responsible for any excess or premium in transportation charges. In no event will MEPPI be responsible for demurrage or detention charges. Any charges for special services, including, but not limited to, special train, cartage, lighterage, construction or repair of transportation facilities and air freight shall be paid or reimbursed by Purchaser.
- 2.3. Delivery Damage - Except in the event the FOB Delivery Point is Purchaser’s site, MEPPI will not participate in any settlement of claims for concealed or other shipment damage. When shipment is made FOB Purchaser’s site, Purchaser shall unpack the Products promptly, and, if damage is discovered, Purchaser shall: (A) document all damage by taking and retaining photographs prior to moving Products from the point of examination; (B) retain all shipping containers and packing materials; (C) notify the carrier of any apparent damage in writing on carrier’s delivery receipt and request the carrier to make an inspection; (D) notify MEPPI within 72 hours of Purchaser’s receipt of the Products; and (E) send MEPPI a copy of the carrier’s inspection report. MEPPI shall have no responsibility for any damage on FOB Purchaser’s site shipments unless Purchaser complies with the foregoing obligations.

- 3.0 **FORCE MAJEURE** - Neither party shall be liable to the other party if the performance of any of its obligations under these T&C or an Order, other than the payment of money, is prevented or delayed due to a Force Majeure Event (as defined). “**Force Majeure Event**” means any event or cause beyond the delayed party’s reasonable control (excluding payment obligations), provided that such event or cause was not the result of, in whole or in part, the negligence, acts, omissions or willful misconduct, of the delayed party, its subcontractors or their employees or agents. Force Majeure Events include, but are not limited to, fire, flood, national strike or other labor issue, act of god, act of governmental authority, terrorism, act of the other party, riot, embargo, weather, epidemic, public health crisis, government regulations, supplier or venue-related delays, flight delays or transportation problems, fuel or energy shortage or regional and geographical complications. For the avoidance of doubt, the foregoing list is intended to be illustrative and not exhaustive. In the event performance under these T&C or an Order, or a party reasonably anticipates that performance will be delayed, due to a Force Majeure Event, the delayed party shall (A) give timely written notice of the occurrence of the Force Majeure Event to the other party, which notice shall include a description of the Force Majeure Event and the effect on the delayed party’s performance, (B) use its commercially reasonable efforts to overcome and mitigate the cause of the Force Majeure Event, (C) continue performance of all of its obligations that are not affected by the Force Majeure Event, (D) update the other party as to the status of the delay and the delayed party’s mitigation efforts at regular intervals as agreed by the parties and (E) upon cessation of the Force Majeure Event, promptly perform or complete its performance of the obligations which were prevented or delayed. The delivery schedule or time for performance under these T&C or an Order shall be extended by a period of time reasonably necessary to overcome the effect of such delay and, unless the Force Majeure Event was caused by the act or omission of the other party, the delayed party shall not be entitled to any increase in price or fees. Notwithstanding the foregoing, neither party shall be obligated to perform its obligations under these T&C or an order if the Force Majeure Event renders continued performance excessively onerous, costly or burdensome due to the occurrence of a Force Majeure Event.

- 4.0 **CHANGES** - Purchaser may, by written notice to MEPPI, request modifications or changes to an Order (each, a

"**Modification**"). MEPPI shall evaluate the Modification and advise Purchaser of the required schedule and price changes resulting from the Modification. No Modification shall be effective until set forth in a written change order specifying the necessary adjustments to schedule and price and signed by both parties.

5.0 INDEMNIFICATION

5.1 General Indemnity - MEPPI shall indemnify, defend or, at its option, settle and hold harmless Purchaser from and against liabilities or damages to third parties for property damage, personal injury or death to the extent resulting from the negligence or willful misconduct of MEPPI, its Affiliates (as defined) or their officers, directors, employees, agents, servants and assigns (collectively, the "**Liabilities**"). Notwithstanding the foregoing, MEPPI's obligation to indemnify Purchaser shall not apply to any Liabilities arising from the negligence, willful misconduct or other legal fault of Purchaser, its Affiliates, any third parties and their respective officers, directors, employees, agents, servants and assigns. An "**Affiliate**" is an entity or person controlling, controlled by or under common with Purchaser or MEPPI, as the case may be.

5.2. Intellectual Property Indemnity

5.2.1 MEPPI shall, at its own expense, indemnify, defend or, at its option, settle, and hold harmless Purchaser from and against any claim, suit or proceeding (each, an "**IP Claim**") brought against Purchaser alleging that any Products or any part thereof, as delivered to Purchaser, infringes any US patent, trademark, copyright, trade secret or other intellectual property rights (collectively, the "**Intellectual Property Rights**") of any third party that is not Purchaser or a Purchaser Affiliate.

5.2.2 If a Product or any part thereof becomes the subject of an IP Claim, MEPPI may at any time thereafter at, its option and expense, either: (i) procure for Purchaser the right to continue use of such Product or part thereof; (ii) replace such Product with a non-infringing functionally equivalent product or part; (iii) modify such Product so it becomes non-infringing; or (iv) remove such Product and refund a depreciated portion of the purchase price, including the transportation and installation costs thereof, determined on the basis of a 20-year useful life.

5.2.3 MEPPI shall have no obligation to defend or indemnify Purchaser for Excluded Claims. "**Excluded Claims**" are claims that the Products, as delivered to Purchaser, infringe any Intellectual Property Rights where: (i) Products are supplied according to a design other than that of

MEPPI, which is required by Purchaser; (ii) Purchaser, any of the Purchaser Affiliates or any third party has altered or in any way modified the Products, and the alleged infringement would not have occurred but for such alteration or modification; (iii) Products are combined with another product(s) not furnished by MEPPI, except to the extent MEPPI is a contributory infringer; or (iv) Purchaser or any Purchaser Affiliate settles an IP Claim. Purchaser shall indemnify, defend and hold MEPPI harmless from and against any damages, costs or expenses incurred in defending any Excluded Claim (other than one arising under clause (iv) hereof) to the same extent and in the same manner as provided in this section for IP Claims for which MEPPI is obligated to indemnify Purchaser.

This Subsection 5.2 states the entire liability of MEPPI and the sole and exclusive remedy of Purchaser with respect to alleged intellectual property infringement by any Product or any part thereof.

5.3 Indemnification Conditions - MEPPI's obligation to indemnify Purchaser under this Section 5.0 shall be effective only if Purchaser gives MEPPI prompt written notice and full authority, information and assistance for the defense of any IP Claim or Liabilities for which Purchaser seeks indemnification hereunder.

6.0 **TITLE, RISK OF LOSS, SECURITY INTEREST AGREEMENT** - Risk of loss to the Products shall pass to Purchaser upon delivery of the Products to the US common carrier at the FOB Delivery Point, unless otherwise specified in the Order. MEPPI shall retain title to all Products sold to Purchaser until fully paid for by Purchaser. In furtherance of the foregoing, Purchaser hereby grants to MEPPI security interests, including a purchase money security interest, in the Products now or hereafter sold by MEPPI to Purchaser and all proceeds thereof (collectively, the "**Collateral**") to secure the performance of all obligations of whatever kind or nature due by Purchaser to MEPPI under these T&C. Purchaser authorizes MEPPI to file such financing statement, including any necessary or required amendments thereto, describing the Collateral, in such states, counties or other jurisdictions as MEPPI may elect and agrees to execute any additional agreements, documents or instruments as MEPPI may deem necessary to confirm, perfect and maintain its retained ownership thereof or the security interest(s) granted under these T&C.

7.0 TERMINATION

7.1 Termination By Purchaser - Any Order may be terminated by Purchaser only by written notice to MEPPI and upon payment to MEPPI of reasonable and proper termination charges, including, but not limited to, the

price relating to the Products delivered and Services performed on or prior to the termination date and MEPPI's costs incurred in connection with the Order through the termination date, MEPPI's costs for materials purchased by MEPPI for the performance of the Order which are non-cancellable or cannot be used for another purpose or returned to the vendor thereof. All additional costs resulting from the termination and 10% of the final net price shall be included in the termination charges to compensate MEPPI for disruptions in scheduling, planned production, and other direct costs.

7.2 Termination By MEPPI - MEPPI shall have the right to terminate any Order at any time by written notice to Purchaser in the event: (A) Purchaser breaches the Order or these T&C and fails to remedy such breach within 30 days after notice thereof; (B) Purchaser fails to make any payment on the due date or refuses to accept delivery of any shipment; or (C) MEPPI has reasonable basis for insecurity with respect to Purchaser's performance of its obligations to MEPPI, and Purchaser fails to provide to MEPPI adequate assurance of Purchaser's performance within 10 days of MEPPI's demand for such assurances. Upon termination by MEPPI pursuant to this section all amounts due and to become due to MEPPI under the applicable Order shall be immediately payable by Purchaser.

7.3 Termination Upon Purchaser's Insolvency - Should Purchaser become insolvent, make a general assignment for the benefit of creditors, institute or have instituted against it any bankruptcy or reorganization proceeding or if a receiver of any property of Purchaser shall be appointed in any action, suit or proceeding by or against Purchaser and such filing or appointment shall not be dismissed, vacated or annulled, as the case may be, within 60 days, MEPPI shall, if permitted by applicable state and/or federal law, have the right at its election to cancel any or all pending orders and to recover its proper cancellation charges pursuant to Subsection 7.1 from Purchaser or Purchaser's estate.

8.0 **HELD ORDERS** - Any Order held, delayed or rescheduled at the request of Purchaser shall be subject to the prices and terms and conditions of sale in effect at the time of the release of the hold, end of the delay or rescheduled delivery date. Any Orders that are held, delayed or rescheduled beyond a reasonable period of time may be treated by MEPPI as a Purchaser termination pursuant to Subsection 7.1. When final assembly of the Products has commenced, the Products are ready for shipment or the Services are ready to be performed and delivery or performance is not made because of Purchaser's hold, delay or rescheduling, MEPPI may invoice Purchaser for such Products and Services, which invoice shall be payable upon receipt thereof, and may,

upon written notice to Purchaser, store such Products at Purchaser's expense and delay performance of the Services. In such event: (A) risk of loss to the Products shall pass to Purchaser upon moving such Products to storage; and (B) Purchaser shall reimburse MEPPi for all expenses incurred by MEPPi in connection with the storage of Products, including demurrage, the cost of preparation for storage, storage charges, insurance and handling charges and expenses incurred by MEPPi in connection with the delay of performance of the Services upon receipt of MEPPi's invoices therefor.

9.0 WARRANTY

9.1. Standard Warranty

9.1.1. MEPPi warrants that the Products supplied to Purchaser will be of the kind and quality described in MEPPi's specifications for such Products and will be free of defects in workmanship and material and that the Services shall be performed in a good and workmanlike manner (the "**Standard Warranty**") during the Warranty Period. The "**Warranty Period**" shall mean (i) one year from the date of delivery of the Products or the date of performance of the Services; or (ii) in the event MEPPi has installed the Products, one year after the completion of installation or 18 months after the delivery date, whichever occurs earlier; or (iii) as otherwise specified in MEPPi's Quotation.

9.1.2. In the event any Product or Service fails to comply with the Standard Warranty and MEPPi is so notified promptly upon discovery of the failure, in writing, during the Warranty Period, MEPPi shall correct such nonconformity by repair or, at its option, replacement of the defective Product, part or parts FOB Delivery Point or reperformance of the Services.

9.1.3. Products supplied by MEPPi, but manufactured by third parties, are warranted only to the extent of the manufacturer's warranty.

9.2. Warranty Conditions and Exclusions

9.2.1. Certain Product warranties are dependent upon the presence of MEPPi personnel or its approved representatives at specified critical phases during installation. Such requirements are specified in MEPPi's Quotation relating to the Products. If MEPPi personnel or its approved representatives are not present at such specified times, MEPPi's Standard Warranty and any additional extensions or special warranties are void.

9.2.2. The limited warranties contained in this Section shall not apply to: (i) Products that have been: (A) repaired or modified without MEPPi's authorization or

approval, (B) subjected to misuse, abuse, improper maintenance, negligence or accident, (C) been damaged by excessive physical or electrical stress; or (ii) Products that have had their serial number or any part thereof altered, defaced or removed; or (iii) Any design changes, alterations or modifications made at Purchaser's request or by Purchaser or any third party; or (iv) Products that have not been stored, installed, operated and maintained in accordance with MEPPi's manuals, instruction books, recommendations and industry standard practices.

9.2.3. In no event shall MEPPi be responsible for gaining access to the Product(s), disassembly, reassembly or transportation of the Products or any parts thereof from and to the place of installation.

9.3. Title Warranty - MEPPi warrants that the Products will be delivered free of any and all rightful claims, demands, liens or encumbrances. In the event of a breach of this warranty of title, Purchaser shall give MEPPi prompt written notice, and MEPPi, at its expense, shall defend the title to any affected Product, and, if unsuccessful, shall promptly provide to Purchaser at no cost replacement products which comply with this warranty.

9.4. Warranty Disclaimer and Limitation of Remedies - THE FOREGOING WARRANTIES ARE EXCLUSIVE AND MEPPi MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER TO PURCHASER OR ANY THIRD PARTIES WITH RESPECT TO THE PRODUCTS AND/OR SERVICES AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE REMEDIES PROVIDED FOR IN THIS SECTION 9.0 ARE PURCHASER'S SOLE REMEDIES FOR ANY FAILURE OF MEPPi TO COMPLY WITH ITS WARRANTY OBLIGATIONS. CORRECTION OF ANY NON-CONFORMITY IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED FOR IN THESE T&C SHALL CONSTITUTE COMPLETE FULFILLMENT OF ALL THE WARRANTY LIABILITIES OF MEPPi, WHETHER THE CLAIMS OF PURCHASER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

10.0 **LIMITATION OF LIABILITY AND EXCLUSIVITY OF REMEDIES** - NEITHER MEPPi NOR ANY OF ITS CONTRACTORS AND SUPPLIERS OF ANY TIER SHALL BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE OR

LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OF EQUIPMENT OR POWER SYSTEM, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT (INCLUDING ADDITIONAL EXPENSES INCURRED IN USING EXISTING FACILITIES), CLAIMS OF CUSTOMERS OF PURCHASER, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER. THE REMEDIES OF PURCHASER SET FORTH IN THESE T&C ARE EXCLUSIVE. THE TOTAL CUMULATIVE LIABILITY OF MEPPi WITH RESPECT TO ANY ORDER OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, OR USE OF ANY PRODUCT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE SHALL IN NO EVENT EXCEED THE VALUE OF THE ORDER UPON WHICH SUCH LIABILITY IS BASED.

11.0 **CONFIDENTIALITY** - "**Confidential Information**" shall mean information disclosed by a party ("**Discloser**") to the other or its Affiliates (collectively, "**Recipient**") which information is marked "Confidential", "Proprietary" or with a similar legend. If Confidential Information is orally disclosed, it shall be identified as such at the time of disclosure and a brief written description and confirmation of the confidential nature of the information shall be sent to Recipient within 30 days after the disclosure. Confidential Information, however, shall not include any information which: (A) is known to Recipient at the time of its disclosure to Recipient; (B) is or becomes publicly known through no wrongful act of Recipient; (C) is received from a third party without a restriction on its disclosure; (D) is independently developed by Recipient or any of its Affiliates; (E) is furnished to any third party by Discloser without a similar restriction on such third party's rights; or (F) is approved for release by the prior written consent of Discloser.

Recipient shall maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use Confidential Information except as expressly permitted under these T&C. Recipient may disclose the Confidential Information to personnel of Recipient, its Affiliates, customer or suppliers with a need to know and who receive such information subject to an obligation of confidentiality no less strict than the obligations set forth in this Section 11.0 without the prior written consent of Discloser. There shall be no restrictions with respect to any portion of the Confidential Information which is required to be disclosed by law or

an order of any court or other governmental authority with proper jurisdiction (and provided Recipient promptly notifies Discloser before disclosing such information so as to permit Discloser reasonable time to seek an appropriate protective order). Recipient agrees to use protective measures no less stringent than Recipient uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information. The parties acknowledge and agree that the Confidential Information is and shall remain the property of Discloser. The confidentiality obligations contained in this Section 11.0 shall survive termination of these T&C and any Orders issued thereunder.

12.0 NUCLEAR APPLICATION - In the event that Purchaser or third parties use the Services, Products or any part thereof in connection with any activity or process involving nuclear fission or fusion or any use or handling of any source, special nuclear or by-product material, as those materials are defined in the U.S. Atomic Energy Act of 1954 (as amended), such items shall be sold pursuant to MEPPi's Terms & Conditions of Sale - Form B, which are in addition to these T&C. Purchaser shall immediately notify MEPPi of such nuclear application so that nuclear regulations and insurance provisions contained in those terms and conditions can be satisfied.

13.0 OTHER

13.1 No Assignment; Transfer - Purchaser may not assign any rights, interests or benefits under any Order or these T&C to any other party without the express prior written consent of MEPPi. In the event that, notwithstanding the foregoing, Purchaser transfers any Product or its interest therein to a third party, Purchaser shall indemnify, defend and hold harmless MEPPi and its subcontractors and suppliers against any liability or obligation they may incur or that may be claimed against them in excess of the obligations expressly undertaken by MEPPi in these T&C or otherwise agreed in writing and signed by both parties.

13.2 Headings - The headings contained in these T&C are for convenience of reference and shall have no effect in the interpretation or instruction of the language contained therein.

13.3 Governing Law - The rights and obligations of the parties under these T&C and any order shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania. Any legal action, proceeding or arbitration arising out of or relating to these T&C or any order shall be maintained in Allegheny County, PA.

13.4 Product Notices - Purchaser shall provide the user (including its employees) of the Products with all MEPPi-supplied product notices, warnings, instructions, recommendations and similar materials.

13.5 Arbitration - All disputes or controversies arising out of or in any manner relating to any Order or these T&C which the parties do not resolve in good faith within ten days after either party notifies the other of its desire to arbitrate such disputes or controversies shall be settled by arbitration by a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, unless otherwise agreed by the parties in writing. The arbitration shall be held in Allegheny County, PA. The arbitration award shall be in writing and shall specify the factual and legal bases of such award. The arbitration award shall be final and binding, and a judgment consistent therewith may be entered by any court of competent jurisdiction. The parties agree that the arbitration award shall be treated as Confidential Information. The arbitrator shall not have the power to render an award of punitive damages. To the extent of any conflict, this section shall supersede and control JAMS rules.

13.6 Notices - All notices and demands with respect to these T&C or any Order shall be in writing and shall be sent by certified or registered mail, return receipt requested, or reputable overnight courier with confirmation of receipt, in the case of MEPPi, at the address appearing in these T&C and to the attention of its President and, in the case of Purchaser, to the address set forth in its Order. Either party may change its address for notices by notice given in accordance with this subsection.



**MITSUBISHI
ELECTRIC**

**MITSUBISHI ELECTRIC
POWER PRODUCTS, INC.**
Thorn Hill Industrial Park
512 Keystone Drive
Warrendale, PA 15086

PRICE LIST
FORM C
Page 1

April 2, 2007

**GAS CIRCUIT BREAKER DIVISION
ENGINEERING SERVICE & TRAINING RATES POLICY**

1.0 Engineer's Service

Mitsubishi Electric Power Products Incorporated, (MEPPI) maintains a staff of competent, trained service representatives available to provide technical direction for installation, startup, testing, inspection, repair and maintenance of the products and equipment it supplies. MEPPI can also provide training seminars on the installation, operation & maintenance of the products either at the Purchaser's site or at MEPPI's factory.

Service assistance may be obtained by contacting any of MEPPI's sales representatives or by contacting MEPPI's Customer Service Representative directly at (724) 772-2555. When advisory assistance is required, approximately six weeks notice is required prior to the date assistance is desired. This will assure that a service representative will be available on the dates needed.

2.0 Engineering Service Rates

A. Rates

Approved MEPPI Representative:

	<u>Hourly</u>	<u>Daily</u>
- Weekday		
- Straight time	\$195	\$1560
- Overtime	\$292.50	-
- Sat./Sun./Holiday	\$350	\$2800

MEPPI Engineer:

	<u>Hourly</u>	<u>Daily</u>
- Weekday		
- Straight time	\$250	\$2000
- Overtime	\$375	-
- Sat./Sun./Holiday	\$400	\$3200

STRAIGHT TIME rates apply to all time worked or traveled during the standard eight hour work day. The standard eight hour work day is defined as any consecutive eight hour day shift period (Monday through Friday - excluding observed Holidays) with an allowance for meal time.

WEEKDAY OVERTIME (Monday through Friday) applies to all hours worked or traveled in excess of the standard eight hour work day described above.

B. Local Living Expenses

The hourly and daily rates above are exclusive of local living expenses. All local living expenses including hotel, meals, transportation and incidentals will be billed at cost plus a 10% surcharge to cover administrative costs. A copy of the employee expense account will accompany the invoice.

C. Airfare Expenses

The hourly and daily rates above are exclusive of airfare. If applicable, airfare will be billed at cost plus a 10% surcharge. A copy of the airline receipt will accompany the invoice.

D. Travel Time

Travel time is defined as the time spent by the representative(s) in traveling from the headquarters location to the jobsite, and in returning to the headquarters location. The maximum billing for traveling time, at the applicable rate, shall be eight hours per individual for any one calendar day.

E. Minimum Billing

A minimum billing of four hours will be made for services performed in 1-4 hours and a minimum billing of eight hours for services performed 5-8 hours.

F. Standby Time

When service personnel are on the job site but unable to perform services requested because of circumstances beyond MEPPI's control, the customer will be charged up to eight hours per day standby time at the applicable rate.

3.0 Training Seminars-Customer Site

A. Seminar Rate

Daily Rate	\$3500
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B. Training Material

Up to 20 sets of training material is included in the daily rate. It is recommended that the class size be limited to 20 students.

C. Local Living Expenses

The seminar rate above is exclusive of local living expenses. All local living expenses including hotel, meals, transportation and incidentals will be billed at cost plus a 10% surcharge to cover administrative costs. A copy of the employee expense account will accompany the invoice.

D. Airfare Expenses

The seminar rate above is exclusive of airfare. If applicable, airfare will be billed at cost plus a 10% surcharge. A copy of the airline receipt will accompany the invoice.

E. Travel Time

Travel time is defined as the time spent by the representative in traveling from their headquarters location to the jobsite, and in returning to the headquarters location. The maximum billing for traveling time, at the applicable rate, shall be eight hours per individual for any one calendar day.

E. Fixed Price Seminars

Fixed Price seminars can be provided at either the customer site or at MEPPI. Contact MEPPI for a quotation.

4.0 Equipment Charges

A daily or weekly charge will be required for the use of special tools or test equipment when specifically required or requested by the customer. (Examples include: SF6 Gas Cart, Gas Test Equipment, Doble Timing Equipment, BCT Test Equipment, etc.). Consult MEPPI for these charges. No charge will be made for equipment used in normal servicing.

5.0 Terms and Conditions of Sale

Refer to Conditions of Sale - Form A for details.



JEA
 Attn: Lynn Rix

June 25, 2024

SUBJECT: RFQ for 28.4kV Circuit Breakers – VCBAR002 and VCBAR003
 MEPPI Proposal Ref. #: **27MVP-SE-4162**

Mitsubishi Electric Power Products, Inc. (MEPPI) is pleased to offer our quotation for the Power Circuit Breakers in response to the above subject inquiry. We are offering our highly regarded Vacuum Circuit Breaker rated at 28.4kV for the specified requirement.

SCOPE

MEPPI will supply Vacuum Circuit Breakers that are functional equivalents of what has been previously purchased by JEA. The summary that follows generally describes the breaker proposed.

Equipment:	Vacuum Circuit Breaker VCBAR002
Rated Maximum Voltage:	28.4 kV
Frequency:	60 Hz
Continuous Current:	1200A
Rated Interrupting Current:	25 kA
Basic Insulation Level:	150 kV BIL
Operating Mechanism:	BH-2 Helical Spring
BCT's:	(6x) 1200:5 C400 MR, RF=2.0
Relay Package:	No
Unit Price:	\$38,804

Equipment:	Vacuum Circuit Breaker VCBAR003
Rated Maximum Voltage:	28.4 kV
Frequency:	60 Hz
Continuous Current:	1200A
Rated Interrupting Current:	25 kA
Basic Insulation Level:	150 kV BIL
Operating Mechanism:	BH-2 Helical Spring
BCT's:	(6x) 1200:5 C400 MR, RF=2.0
Relay Package:	Yes
Unit Price:	\$46,874

.DELIVERY

Delivery can be provided 120 weeks after receipt of order. Delivery will be made by truck FOB jobsite, **fully assembled**, with point of shipment being Warrendale, Pennsylvania, USA.

TERMS/CONDITIONS, PAYMENT & WARRANTY

The previously negotiated Exhibit B terms, attached will apply. MEPPI's standard payment terms will apply and is based on one hundred percent (100%) due thirty (30) days after receipt of an invoice.

Due to unprecedented market volatility and ongoing supply chain challenges, pricing is subject to review 60 days prior to delivery of the equipment. Pricing is tied to BLS index PCU335313335313 (switchgear and switchboard apparatus manufacturing - www.bls.gov). If the index varies more than +/- 3% from time of order, product pricing will be adjusted commensurately.

TOOLS AND SPARE PARTS

A manual operating tool, slow close bolt, & NEMA-4 bushing terminals are included in the price of the breaker. The only spare parts that MEPPI recommends are a trip coil and a close coil. Additional spare parts can be purchased at time of need.

VALIDITY

This offer is valid for thirty (30) days unless extended or withdrawn in writing by MEPPI.

FIELD SERVICE

When compared to our competitors, our service capabilities are unmatched. Our track record is diverse and proven with a history of rapid response to customer emergencies. We stock components in our Warrendale Facility, and we have a dedicated team of Field Service Engineers that can respond quickly.

No field service is included in the above price. Field service for Mitsubishi Electric Power Products' breakers is provided direct from our factory at Warrendale, PA. The Engineering Service rate and cost are set forth in the included Form C, "Engineering Service & Training Rates Policy".

MEPPI THE PRUDENT CHOICE

Over the last several years, MEPPI has worked together with multiple worldwide utilities toward the mutually shared goals of operating the utilities' networks in a safe, economical, and reliable manner. In considering other vendors, some key questions must be considered: Are the products appropriate to operate in your network environment? Do they display the quality and the performance that is required to operate the network? Is the vendor responsive when you need assistance? The complete evaluation and the careful weighting of each area will lead you to conclude that MEPPI is your most prudent choice when high performance, rugged and proven Transmission & Distribution equipment is required.

EXPERIENCE

Mitsubishi Electric Power Products, Inc. has sold over 40,000 Circuit Breakers in the voltage range between 15kV and 800kV. We are committed to being the best quality/service supplier in the industry. MEPPI has accumulated vast experience in supplying units for diverse environments and customized to the multiple networks that we currently serve throughout the world. This unequaled experience is the basis for the confidence that we enjoy from the over 50 Partnership accounts we currently service from our Warrendale Facility.

On behalf of Mitsubishi Electric Power Products, Inc., I want to thank you, in advance, for your kind consideration and the opportunity to provide our proposal for these circuit breakers. Should you require additional information about our organization or products, or should you have any questions, please do not hesitate to contact me.

Sincerely,

Timothy Stimson

Sales Engineer II
Mitsubishi Electric Power Products, Inc.
PH 724-779-3321
Email: tim.stimson@meppi.com

EXHIBIT B

**CONTRACT TERMS AND
CONDITIONS**

MITSUBISHI ELECTRIC POWER
PRODUCTS, INC.
Thorn Hill Industrial Park
530 Keystone Drive
Warrendale, PA 15086

TERMS & CONDITIONS OF SALE
FORM A
Page 1

December 20, 2021

These Terms & Conditions of Sale ("T&C") shall govern the sale of all products ("Products") and the provision of all services ("Services") by Mitsubishi Electric Power Products, Inc. ("MEPPI") to Purchaser. The sale of Products and the provision of Services by MEPPI are expressly conditioned upon Purchaser's assent to these T&C. Purchaser shall be deemed to have expressly accepted these T&C if Purchaser so agrees in writing or receives Products or accepts performance of Services subsequent to receipt of these T&C. Any different or additional terms and conditions submitted by Purchaser in any document are hereby rejected and shall have no force or effect. Failure of MEPPI to object to provisions contained in any order or other writing submitted by Purchaser shall not be construed as a waiver of these T&C or acceptance of any different or additional provisions. Except as expressly agreed in writing by a duly authorized representative of MEPPI, these T&C supersede any prior or contemporaneous understandings, agreements or correspondence between the parties and shall govern any order or contract (each, an "Order") for Products or Services. No independent sales or manufacturing representative of MEPPI shall have any authority to vary these T&C in any respect or to agree to any additional or different terms or conditions.

1.0 PRICES; TAXES AND TERMS OF PAYMENT

1.1. Prices and Taxes - Purchaser is tax exempt and will provide tax exempt documentation upon request. Prices for Products and Services shall be as specified in MEPPI's quotation or offer ("MEPPI's Quotation"). Prices for Products and Services do not include any applicable sales, use or other taxes, bonds or permit fees. The amount of any such taxes or fees which MEPPI may be required to pay or collect shall be added to each invoice or separately invoiced by MEPPI to Purchaser, and Purchaser shall promptly pay all such invoices. Invoices should be submitted to following address:

"ACCTPAYCUSTSRV@JEA.COM, or if the Company does not have email capability, it can mail hardcopies to: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.

1.2. Terms of Payment - Invoices will be issued upon Product shipment or completion of Services. Except as otherwise provided in these T&C, all payments by Purchaser shall be made 30 days from date of Purchaser's receipt of MEPPI's invoice(s). MEPPI's past due undisputed invoices shall bear interest at the rate of 1.0% per month, but not in excess of the maximum lawful rate, from the due date thereof until paid in full.

1.3. Advance Payments - If, MEPPI reasonably believes the financial condition of Purchaser is impaired or otherwise has a reasonable basis for insecurity as to Pur-

chaser's ability or intention to comply with these T&C, MEPPI may require full or partial payment in advance or other security to be posted, including, without limitation, a

letter of credit or guaranty, as a condition to its further performance.

1.4. Collection Costs and Attorneys' Fees - Purchaser shall be responsible for all costs and expenses incurred by MEPPI, including attorneys' fees and costs, in connection with the collection of undisputed amounts due from Purchaser and the enforcement of any provision of these T&C.

2.0 DELIVERY

2.1 General - All prices include shipping charges and duty to the F.O.B. delivery point identified in MEPPI's Quotation (the "FOB Delivery Point"), except as otherwise agreed by the parties in writing. Delivery dates are based on receipt of complete information with each Order. If drawing approval is required prior to manufacture and/or shipment of the Products, Purchaser shall be required to return drawings on schedule to maintain delivery dates.

2.2. Origin, Method of Shipment and Routing - Unless otherwise requested by Purchaser, MEPPI will select the delivery method of transportation and routing. If Purchaser requests delivery by a method or route other than that selected by MEPPI, Purchaser shall be responsible for any excess or premium in transportation charges. In no event will MEPPI be responsible for demurrage or detention charges. Any charges for special services, including, but not limited to, special train, cartage, lighterage, construction or repair of transportation facilities and air freight shall be paid or reimbursed by Purchaser.

2.3. Delivery Damage - Except in the event the FOB Delivery Point is Purchaser's site, MEPPI will not participate in any settlement of claims for concealed or other shipment damage. When shipment is made FOB Purchaser's site, Purchaser shall unpack the Products promptly, and, if damage is discovered, Purchaser shall: (A) document all damage by taking and retaining photographs prior to moving Products from the point of examination; (B) retain all shipping containers and packing materials; (C) notify the carrier of any apparent damage in writing, on carrier's delivery receipt and request the carrier to make an inspection; (D) notify MEPPI within 72 hours of Purchaser's receipt of the Products; and (E) send MEPPI a copy of the carrier's inspection report. MEPPI shall have no responsibility for any damage on FOB Purchaser's site shipments unless Purchaser complies with the foregoing obligations.

Mitsubishi Electric
Power Products, Inc.

3.0 FORCE MAJEURE - Neither party shall be liable to the other party if the performance of any of its obligations under these T&C or an Order, other than the payment of money, is prevented or delayed due to a Force Majeure Event (as defined). "Force Majeure Event" means any event or cause beyond the delayed party's reasonable control (excluding payment obligations), provided that such event or cause was not the result of, in whole or in part, the negligence, acts, omissions or willful misconduct, of the delayed party, its subcontractors or their employees or agents. Force Majeure Events include, but are not limited to, fire, flood, national strike or other labor issue, act of god, act of governmental authority, terrorism, act of the other party, riot, embargo, weather, epidemic, public health crisis, government regulations, supplier or venue-related delays, flight delays or transportation problems, fuel or energy shortage or regional and geographical complications. For the avoidance of doubt, the foregoing list is intended to be illustrative and not exhaustive. In the event performance under these T&C or an Order, or a party reasonably anticipates that performance will be delayed, due to a Force Majeure Event, the delayed party shall (A) give timely written notice of the occurrence of the Force Majeure Event to the other party, which notice shall include a description of the Force Majeure Event and the effect on the delayed party's performance, (B) use its commercially reasonable efforts to overcome and mitigate the cause of the Force Majeure Event, (C) continue performance of all of its obligations that are not affected by the Force Majeure Event, (D) update the other party as to the status of the delay and the delayed party's mitigation efforts at regular intervals as agreed by the parties and (E) upon cessation of the Force Majeure Event, promptly perform or complete its performance of the obligations which were prevented or delayed. The delivery schedule or time for performance under these T&C or an Order shall be extended by a period of time reasonably necessary to overcome the effect of such delay and, unless the Force Majeure Event was caused by the act or omission of the other party, the delayed party shall not be entitled to any increase in price or fees. Notwithstanding the foregoing, neither party shall be obligated to perform its obligations under these T&C or an order if the Force Majeure Event renders continued performance excessively onerous, costly or burdensome due to the occurrence of a Force Majeure Event.

4.0 CHANGES - Purchaser may, by written notice to MEPPI, request modifications or changes to an Order (each, a

"Modification"). MEPPi shall evaluate the Modification and advise Purchaser of the required schedule and price changes resulting from the Modification. No Modification shall be effective until set forth in a written change order specifying the necessary adjustments to schedule and price and signed by both parties.

5.0 INDEMNIFICATION

5.1 **General Indemnity** - MEPPi shall indemnify, defend or, at its option, settle and hold harmless Purchaser from and against liabilities or damages to third parties for property damage, personal injury or death to the extent resulting from the negligence or willful misconduct of MEPPi, its Affiliates (as defined) or their officers, directors, employees, agents, servants and assigns (collectively, the "Liabilities"). Notwithstanding the foregoing, MEPPi's obligation to indemnify Purchaser shall not apply to any Liabilities arising from the negligence, willful misconduct or other legal fault of Purchaser, its Affiliates, any third parties and their respective officers, directors, employees, agents, servants and assigns. An "Affiliate" is an entity or person controlling, controlled by or under common with Purchaser or MEPPi, as the case may be.

5.2. Intellectual Property Indemnity

5.2.1 MEPPi shall, at its own expense, indemnify, defend or, at its option, settle, and hold harmless Purchaser from and against any claim, suit or proceeding (each, an "IP Claim") brought against Purchaser alleging that any Products or any part thereof, as delivered to Purchaser, infringes any US patent, trademark, copyright, trade secret or other intellectual property rights (collectively, the "Intellectual Property Rights") of any third party that is not Purchaser or a Purchaser Affiliate.

5.2.2 If a Product or any part thereof becomes the subject of an IP Claim, MEPPi may at any time thereafter at, its option and expense, either: (i) procure for Purchaser the right to continue use of such Product or part thereof; (ii) replace such Product with a non-infringing functionally equivalent product or part; (iii) modify such Product so it becomes non-infringing; or (iv) remove such Product and refund a depreciated portion of the purchase price, including the transportation and installation costs thereof, determined on the basis of a 20-year useful life.

5.2.3 MEPPi shall have no obligation to defend or indemnify Purchaser for Excluded Claims. "Excluded Claims" are claims that the Products, as delivered to Purchaser, infringe any Intellectual Property Rights where: (i) Products are supplied according to a design other than that of

MEPPi, which is required by Purchaser; (ii) Purchaser, any of the Purchaser Affiliates or any third party has altered or in any way modified the Products, and the alleged infringement would not have occurred but for such alteration or modification; (iii) Products are combined with another product(s) not furnished by MEPPi, except to the extent MEPPi is a contributory infringer; or (iv) Purchaser or any Purchaser Affiliate settles an IP Claim. Purchaser shall indemnify, defend and hold MEPPi harmless from and against any damages, costs or expenses incurred in defending any Excluded Claim (other than one arising under clause (iv) hereof) to the same extent and in the same manner as provided in this section for IP Claims for which MEPPi is obligated to indemnify Purchaser. Notwithstanding, Purchaser's indemnification obligations shall be limited by Florida Statute 768.28.

This Subsection 5.2 states the entire liability of MEPPi and the sole and exclusive remedy of Purchaser with respect to alleged intellectual property infringement by any Product or any part thereof.

5.3 **Indemnification Conditions** - MEPPi's obligation to indemnify Purchaser under this Section 5.0 shall be effective only if Purchaser gives MEPPi prompt written notice and full authority, information and assistance for the defense of any IP Claim or Liabilities for which Purchaser seeks indemnification hereunder.

6.0 **TITLE, RISK OF LOSS, SECURITY INTEREST AGREEMENT** - Risk of loss to the Products shall pass to Purchaser upon delivery of the Products to the US common carrier at the FOB Delivery Point, unless otherwise specified in the Order. MEPPi shall retain title to all Products sold to Purchaser until fully paid for by Purchaser. In furtherance of the foregoing, Purchaser hereby grants to MEPPi security interests, including a purchase money security interest, in the Products now or hereafter sold by MEPPi to Purchaser and all proceeds thereof (collectively, the "Collateral") to secure the performance of all obligations of whatever kind or nature due by Purchaser to MEPPi under these T&C. Purchaser authorizes MEPPi to file such financing statement, including any necessary or required amendments thereto, describing the Collateral, in such states, counties or other jurisdictions as MEPPi may elect and agrees to execute any additional agreements, documents or instruments as MEPPi may deem necessary to confirm, perfect and maintain its retained ownership thereof or the security interest(s) granted under these T&C.

7.0 TERMINATION

7.1 **Termination By Purchaser** - Any Order may be terminated by Purchaser only by written notice to MEPPi and upon payment to MEPPi of reasonable and proper termination

charges, including, but not limited to, the

- price relating to the Products delivered and Services performed on or prior to the termination date and MEPP's costs incurred in connection with the Order through the termination date. MEPP's costs for materials purchased by MEPP for the performance of the Order which are non-cancellable or cannot be used for another purpose or returned to the vendor thereof. All additional justified costs resulting from the termination shall be included in the termination charges to compensate MEPP for all direct costs.
- 7.2 Termination By MEPP - MEPP shall have the right to terminate any Order at any time by written notice to Purchaser in the event:
- (A) Purchaser breaches the Order or these T&C and fails to remedy such breach within 30 days after notice thereof, (B) Purchaser fails to make any payment on the due date or refuses to accept delivery of any shipment, or (C) MEPP has reasonable basis for insecurity with respect to Purchaser's performance of its obligations to MEPP, and Purchaser fails to provide to MEPP adequate assurance of Purchaser's performance within 10 days of MEPP's demand for such assurances. Upon termination by MEPP pursuant to this section all amounts due and to become due to MEPP under the applicable Order shall be immediately payable by Purchaser.
- 7.3. Termination Upon Purchaser's Insolvency - Should Purchaser become insolvent, make a general assignment for the benefit of creditors, institute or have instituted against it any bankruptcy or reorganization proceeding, or if a receiver of any property of Purchaser shall be appointed in any action, suit or proceeding by or against Purchaser and such filing or appointment shall not be dismissed, vacated or annulled, as the case may be, within 60 days, MEPP shall, if permitted by applicable state and/or federal law, have the right at its election to cancel any or all pending orders and to recover its proper cancellation charges pursuant to Subsection 7.1 from Purchaser or Purchaser's estate.
- 8.0 **HELD ORDERS** - Any Order held, delayed or rescheduled at the request of Purchaser shall be subject to the prices and terms and conditions of sale in effect at the time of the release of the hold, end of the delay or re-scheduled delivery date. Any Orders that are held, delayed or rescheduled beyond a reasonable period of time may be treated by MEPP as a Purchaser termination pursuant to Subsection 7.1. When final assembly of the Products has commenced, the Products are ready for shipment or the Services are ready to be performed and delivery or performance is not made because of Purchaser's hold, delay or rescheduling, MEPP may invoice Purchaser for such Products and Services, which invoice shall be payable

upon written notice to Purchaser, store such Products at Purchaser's expense and delay performance of the Services. In such event: (A) risk of loss to the Products shall pass to Purchaser upon moving such Products to storage; and (B) Purchaser shall reimburse MEPPi for all expenses incurred by MEPPi in connection with the storage of Products, including demurrage, the cost of preparation for storage, storage charges, insurance and handling charges and expenses, incurred by MEPPi in connection with the delay of performance of the Services upon receipt of MEPPi's invoices therefor.

9.0 WARRANTY

9.1. Standard Warranty

9.1.1. MEPPi warrants that the Products supplied to Purchaser will be of the kind and quality described in MEPPi's specifications for such Products and will be free of defects in workmanship and material and that the Services shall be performed in a good and workmanlike manner (the "Standard Warranty") during the Warranty Period. The "Warranty Period" shall mean (i) one year from the date of delivery of the Products or the date of performance of the Services; or (ii) in the event MEPPi has installed the Products, one year after the completion of installation or 18 months after the delivery date, whichever occurs earlier; or (iii) as otherwise specified in MEPPi's Quotation.

9.1.2. In the event any Product or Service fails to comply with the Standard Warranty and MEPPi is so notified promptly upon discovery of the failure, in writing, during the Warranty Period, MEPPi shall correct such nonconformity by repair or, at its option, replacement of the defective Product, part or parts FOB Delivery Point or reperformance of the Services.

9.1.3. Products supplied by MEPPi, but manufactured by third parties, are warranted only to the extent of the manufacturer's warranty.

9.2. Warranty Conditions and Exclusions

9.2.1. Certain Product warranties are dependent upon the presence of MEPPi personnel or its approved representatives at specified critical phases during installation. Such requirements are specified in MEPPi's Quotation relating to the Products. If MEPPi personnel or its approved representatives are not present at such specified times, MEPPi's Standard Warranty and any additional extensions or special warranties are void.

9.2.2. The limited warranties contained in this Section shall not apply to: (i) Products that have been: (A) repaired or modified without MEPPi's authorization or

approval, (B) subjected to misuse, abuse, improper maintenance, negligence or accident, (C) been damaged by excessive physical or electrical stress; or (ii) Products that have had their serial number or any part thereof altered, defaced or removed; or (iii) Any design changes, alterations or modifications made at Purchaser's request or by Purchaser or any third party; or (iv) Products that have not been stored, installed, operated, and maintained in accordance with MEPPi's manuals, instruction books, recommendations and industry standard practices.

9.2.3. In no event shall MEPPi be responsible for gaining access to the Product(s), disassembly, reassembly or transportation of the Products or any parts thereof from and to the place of installation.

9.3. **Title Warranty** - MEPPi warrants that the Products will be delivered free of any and all rightful claims, demands, liens or encumbrances. In the event of a breach of this warranty of title, Purchaser shall give MEPPi prompt written notice, and MEPPi, at its expense, shall defend the title to any affected Product, and, if unsuccessful, shall promptly provide to Purchaser at no cost replacement products which comply with this warranty.

9.4. **Warranty Disclaimer and Limitation of Remedies** - THE FOREGOING WARRANTIES ARE EXCLUSIVE AND MEPPi MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER TO PURCHASER OR ANY THIRD PARTIES WITH RESPECT TO THE PRODUCTS AND/OR SERVICES AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE REMEDIES PROVIDED FOR IN THIS SECTION 9.0 ARE PURCHASER'S SOLE REMEDIES FOR ANY FAILURE OF MEPPi TO COMPLY WITH ITS WARRANTY OBLIGATIONS. CORRECTION OF ANY NONCONFORMITY IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED FOR IN THESE T&C SHALL CONSTITUTE COMPLETE FULFILLMENT OF ALL THE WARRANTY LIABILITIES OF MEPPi, WHETHER THE CLAIMS OF PURCHASER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

10.0. **LIMITATION OF LIABILITY AND EXCLUSIVITY OF REMEDIES** - NEITHER MEPPi NOR ANY OF ITS CONTRACTORS AND SUPPLIERS OF ANY TIER SHALL BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE OR

LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OF EQUIPMENT OR POWER SYSTEM, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT (INCLUDING ADDITIONAL EXPENSES INCURRED IN USING EXISTING FACILITIES), CLAIMS OF CUSTOMERS OF PURCHASER, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER. THE REMEDIES OF PURCHASER SET FORTH IN THESE T&C ARE EXCLUSIVE. THE TOTAL CUMULATIVE LIABILITY OF MEPPi WITH RESPECT TO ANY ORDER OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, OR USE OF ANY PRODUCT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE SHALL IN NO EVENT EXCEED THE VALUE OF THE ORDER UPON WHICH SUCH LIABILITY IS BASED.

11.0. **CONFIDENTIALITY** - "Confidential Information" shall mean information disclosed by a party ("Discloser") to the other or its Affiliates (collectively, "Recipient") which information is marked "Confidential", "Proprietary" or with a similar legend. If Confidential Information is orally disclosed, it shall be identified as such at the time of disclosure and a brief written description and confirmation of the confidential nature of the information shall be sent to Recipient within 30 days after the disclosure. Confidential Information, however, shall not include any information which: (A) is known to Recipient at the time of its disclosure to Recipient; (B) is or becomes publicly known through no wrongful act of Recipient; (C) is received from a third party without a restriction on its disclosure; (D) is independently developed by Recipient or any of its Affiliates; (E) is furnished to any third party by Discloser without a similar restriction on such third party's rights; or (F) is approved for release by the prior written consent of Discloser.

Recipient shall maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use Confidential Information except as expressly permitted under these T&C. Recipient may disclose the Confidential Information to personnel of Recipient, its Affiliates, customer or suppliers with a need to know and who receive such information subject to an obligation of confidentiality, no less strict than the obligations set forth in this Section 11.0 without the prior written consent of Discloser. There shall be no restrictions with respect to any portion of the Confidential Information which is required to be disclosed by law (Florida Statute Chapter 119) or