

# Welcome to the

## Awards Meeting

**December 5, 2024, 10:00 AM EST**

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

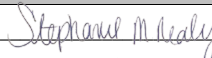
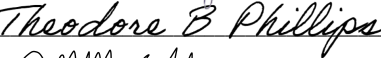

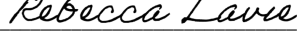
At the designated public comment time we will provide opportunity for you to unmute to speak.

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](http://JEA.com), public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

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

*Theodore B Phillips*

JEA Awards Agenda December 5, 2024 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor <a href="#">Teams Meeting Info</a>												
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 <b>Formal Purchases</b> as defined by <b>Section 3-101 of the JEA Procurement Code</b> . 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	Business Unit Estimate	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 11/21/2024 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Joint Project	JP (FDOT) H2.0 Southside Blvd Left Turn Construction	Melendez	Preferred Materials, Inc.	Capital	\$800,000.00	\$656,917.02	N/A	\$656,917.02	N/A	Project Completion Start: 12/20/2024 End: 04/01/2025 (Estimated)	N
	For additional information contact: David King  The scope of work for this FDOT joint project with is to construct a 15-foot-wide left turn lane, providing 100-foot storage capacity and 290 feet deceleration length in the existing median. This includes demolition of the existing median, regrading across travel lanes, paving, striping, installation of wayfinding signage, and site restoration. Preferred Materials, Inc. was competitively selected by FDOT.  The turn lane is needed for safe and direct access to the H2.0 Purification Center for chemical deliveries and guests. FDOT has an active resurfacing project along Southside Blvd passing the H2.0 site. JEA was able to coordinate with FDOT to use their designer and contractor to design and construct this scope of work as a joint project that will amend their official design set.  JEA staff has reviewed the unit pricing and deemed it reasonable and consistent with FDOT's contract, as well as similar JEA projects.											
3	Joint Project	JP (FDOT) H2.0 Southside Blvd Left Turn CEI	Melendez	RS&H, Inc	Capital	\$110,000.00	\$102,233.00	N/A	\$102,233.00	N/A	Project Completion Start: 12/20/2024 End: 04/01/2025 (Estimated)	N
	For additional information contact: David King  The scope of work for this FDOT joint project is to provide construction engineering inspection (CEI) services for the H2.0 Southside Blvd left turn lane project. This day-to-day oversight of construction activities, as ensuring installation practices comply with FDOT standards. RS&H was competitively selected by FDOT.  The turn lane is needed for safe and direct access to the H2.0 Purification Center for chemical deliveries and guests. FDOT has an active resurfacing project along Southside Blvd passing the H2.0 site. JEA was able to coordinate with FDOT to use their designer, contractor, and CEI vendor to design, construct, and inspect this scope of work as a joint project that will amend their official design set.  JEA staff has reviewed the unit pricing and ensured it is consistent with FDOT's contract, and reasonable compared to similar JEA projects.											
4	Contract Increase	1411124446 Engineering Services for SJRPP Substation Expansion	Melendez	Chen Moore & Associates Inc	Capital	\$142,324.00	\$142,324.00	\$545,738.00	\$688,062.00	N/A	Project Completion Start Date: 06/2023 End Date: 03/2026	N
	For additional information contact: Jason Behr  The original solicitation was for engineering services to provide civil and electrical engineering services and services during construction (SDC) for the new SJRPP 230 / 26 kV distribution substation. The RFP was evaluated based on engineering firms qualifications. The scope and fee were successfully negotiated with the highest evaluated Proposer. This increase of engineering services is due to a change in engineering scope during the initial phase of engineering. The new substation was to be located to the south of the existing SJRPP switchyard, but the location of the new substation was relocated to the east of the existing switchyard, resulting in additional engineering.											
5	Invitation for Bid (IFB)	1411824849 Repair and Installation of Security Fencing FY25-FY29	Brooks	Armstrong Fence Co. Guardian Fence and Gates, LLC	Capital and O&M	\$6,345,000.00	\$3,807,000.00 \$2,538,000.00	N/A	\$6,345,000.00	N/A	Five (5) Years, w/ Two (2) -1 Yr. Renewals  Start Date: 12/19/2024 End Date: 12/18/2029	Armstrong Fence Co. Ten percent (10%) Evaluation Criteria The Goodly Group of NE Florida (Clearing/Fence Installation) 10% or \$380,700.00  Guardian Fence and Gates, LLC Ten percent (10%) Evaluation Criteria A Plus Construction (Construction) - 10% or \$253,800.00
	Advertised: 9/18/2024 Opened: 10/29/2024 Three (3) Bids Received: Armstrong Fence Co. \$3,770,013.50 Guardian Fence and Gates, LLC: \$4,401,882.02 Bullard Fence Inc. \$9,419,538.00 For additional information contact: Lynn Rix  The scope of this contract is to secure the services of a qualified contractor(s) who will provide procurement, installation, and maintenance of security fencing and gates at various JEA facilities and sites. The security fencing and gages will consist of multiple compositions including, but not limited to, ornamental metal, galvanized, and black vinyl chain link. In addition, this work may include trenching, excavation, ground clearing, and concrete work.  The basis for this award budget estimate is the historical spend for the current JEA Repair and Installation of Security Fencing contract. The intent is to balance the workload between the contractors approximately sixty (60) percent (\$3,807,000.00) to Armstrong Fence Co. and forty (40) percent (\$2,538,000.00) to Guardian Fence and Gates, LLC. However, work may be assigned on the basis of performance, expertise, hourly rates or lowest lump sum bid price for defined scopes of work, as well as workload constraints by the primary contractor.  This Solicitation replaces the previous contract with the same term of five (5) years with two (2) one (1) year renewals.  The incumbent did not raise their labor rates at all. The secondary bidder's labor rates are marginally higher. For the materials there was a 15% increase which is deemed reasonable.											
Consent Agenda Action												
Committee Members in Attendance	Names	Ted Phillips, Ricky Erixton, Jordan Pope										
Motion by:	Ricky Erixton											
Second By:	Jordan Pope											
Committee Decision	Approved											

Regular Agenda												
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	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	Springfield DES Plant - Chillers 4 and 5 Rebuild	Vu	Trane U.S. Inc.	\$634,240.00	\$650,000.00	N/A	\$634,240.00	N/A	Project Completion Start: 12/20/2024 End: 07/31/2025 (Estimated)	N	Motion by: Jordan Pope
	For additional information contact: David King											Second by: Ricky Erixton
	The scope of work for this proposed award is to restore critical chiller components to original operating condition, reliability, and life expectancy for chillers no. 4 and 5 at the Springfield District Energy plant. The renewal program will address components whose wear over time presents a significant risk to unit reliability and operation, and decrease the likelihood of unscheduled downtime. This process replaces worn materials, restores compressor performance, and updates applicable components to current design standards. The service program will be performed by the original equipment manufacturer (Trane) field personnel and will be factory warranted.  JEA staff reviewed the pricing proposals and deemed them reasonable compared to past projects.											Committee Decision: Approved
	DISCUSSION/ACTION: Background was requested as to why this is a single source item. Refurbishments for the chillers is a single source because Trane is the OEM supplier and provides factory warranty with inspection/refurbishment. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Dan Weaver											
2	Piggyback	On-Call Services for Geological Anomalies and Stormwater Systems	Vu	ASP Underground Solutions, Inc	\$1,500,000.00	\$1,500,000.00	N/A	\$1,500,000.00	N/A	~Two (2) Years, w/ Two (2) -1 Yr. Renewals  Start: 10/11/2024 End: 09/30/2026	N	Motion by: Ricky Erixton
	Advertised: 08/15/2024 Opened: 09/19/2024 Four (4) Proposers (Village Community Development Districts) For additional information contact: David King											Second by: Jordan Pope
	This contract is for compaction and permeation grouting services, for use in sealing groundwater leaks in the sewer system, supporting dewatering efforts for construction, and lifting subsided manhole and pump station structures.  This contract was competitively bid and awarded by the Village Community Development Districts in October 2024. The contract pricing was reviewed by JEA project staff and deemed reasonable compared to past JEA projects.											Committee Decision: Approved
	DISCUSSION/ACTION: Clarification was requested as to who Village Community Development Districts is since this is a piggy back. The supplier uses a method to prevent voids around pipes and manholes which cause cave ins at the roadway surface. Village Community Development Districts has used this contractor for this service around their storm drains and this application will be similar for JEA's sewer mains. This will prevent/eliminate open excavations and more costly restorations in the future. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Justin Spencer											
3	Contract Amendment/Increase	Northside, ST3 Lube Oil Cooler Inspection and Cleaning	Erixton	Siemens Energy, Inc.	\$10,875,606.00	\$10,875,606.00	\$422,632.00	\$11,298,238.00	N/A	Project Completion Start Date: 11/04/2024 End Date: 03/01/2025	N	Motion by: Jordan Pope
	For additional information contact: Jason Behr											Second by: Ricky Erixton
	Original Scope: The turbine lube oil (TLO) cooler for Northside Unit 3 (N03) is a critical piece of equipment used to cool the turbine oil before it is supplied to the turbine bearings. Maintaining proper oil temperature is needed to prevent oil related equipment failures and varnishing that could restrict or block oil flow in the system. The OEM, Siemens, recommends inspecting and cleaning this equipment every five to seven years, and there is no record of the coolers being cleaned in the last twenty years. N03 has trouble maintaining the 110°F oil supply temperature starting in late Spring and continuing through the Summer when load is critical. Having elevated oil temperatures has caused the unit to be temporarily derated during days with high ambient temperatures. Operations, maintenance, and engineering have analyzed the cooling system connected to the turbine lube oil cooler and have determined that the issue is most likely fouling within the cooler.  Amendment Scope: Inspections were completed by Siemens Energy during the fall 2024 outage as stated in the original scope above. The inspection found an indication on one of the LP turbine blades. Siemens Energy engineering recommended not returning the unit to service until this blade was replaced. They also indicated that the remaining L-O blades had reached the end of life based on the reported erosion condition of the trailing edges and recommended replacing all the L-O blades before returning the unit to service.  The project will occur during the current N03 outage and will consist of LP turbine cleaning and inspection, a steam path audit, and a replacement of the L-O blades. This will be done by Siemens Energy as they are the OEM and have already been onsite during this outage performing turbine related lube oil system work and turbine inspections. JEA project management and engineering will be overseeing the project.  The turbine and diaphragms shall be cleaned and inspected. A steam path audit shall be performed to determine which seals, if any, need to be replaced. A report with the inspection results shall be sent to JEA management to review and any repairs will need JEA approval. Siemens Energy has already performed a flush of the lube oil system during this outage. JEA will purchase new L-O blades from Siemens Energy that they will install on both LP rotors. This will require both rotors to be high speed balanced at Siemens Energy's Charlotte facility. The current LP rotors and blades have been in service for over to 40 years. Visual inspections over the years have identified increased erosion on all four sets of L-O blades. This is due to low load operation and cycling. This erosion is the result steam operating at or near the saturation temperature as it exists the LP turbine. The plant has added magnetic particle testing to the annual LP inspection PM to be able to track and trend the degradation.  DISCUSSION/ACTION: More information on this project was requested due to the substantial difference in original award amount and contract increase. Per the P-Code, JEA has the option to amend a current contract rather than creating a new contract for operational efficiency. Refurbishment of Turbines work scope is being added to previous scope of work for the same unit. During the fall outage, the supplier found damage that indicated end of life for blades needing to be replaced in turbine. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Kenny Pearson, Kendrick Taylor											Committee Decision: Approved
Informational Items												
1	Informational	086-19 Construction Management at Risk (CMAR) Services for the Buckman Biosolids Conversion Projects and Ultraviolet Disinfection	Melendez	Wharton-Smith, Inc.	\$67,970,353.00	\$78,500,000.00	\$971,322.00	\$377,229,827.27	10/15/2020 - \$13,825,095.00 04/19/2021 - \$17,800,520.00 03/24/2022 - \$14,397,053.00 05/05/2022 - \$3,684,712.00 06/06/2022 - \$175,699.27 03/02/2023 - \$14,514,773.00 03/30/2023 - \$2,485,992.00 06/15/2023 - \$36,251,293.00 05/29/2024 - \$205,152,015.00	Project Completion Start: 01/20/2020 End: 12/31/2028 (Estimated)	N	
	Board Approved: 11/19/2024 For additional information contact: Dan Kruck  The scope of work for this contract includes multiple capital projects at the Buckman WRF needed to update the treatment processes to meet current and future needs of the community.  On 11/19/2024 the JEA Board approved a contract increase in the amount of \$67,970,353.00 for a biosolids raw sludge holding tank restoration, a biosolids facility rehabilitation, and an aeration basin air header and diffuser replacement.											
Consent and Regular Agenda Signatures												
Budget	Name/Title											
Awards Chairman	Name/Title											
Procurement	Name/Title											
Legal	Name/Title											

JEA Awards Agenda November 21, 2024 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor <a href="#">Teams Meeting Info</a>												
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1	Minutes	Minutes from 11/14/2024 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Increase	1410860046 Continuing Services for Industrial Cleaning at JEA Wastewater Treatment Facilities	Vu	Universal Service, Inc.	O&M	\$3,915,016.50	\$3,915,016.50	\$999,450.00	\$6,509,064.87	10/26/2023 - \$99,945.00 12/14/2023 - \$1,258,830.79 06/27/2024 - \$235,822.58	Five (5) Year w/One (1) – 1 Yr. Renewal  Start Date: 01/01/2023 End Date: 12/31/2027	N
	Originally Awarded: 12/15/2022 For additional information contact: Darriel Brown  The scope of work for this contract includes services for hydroblasting and vacuum industrial cleaning to remove and dispose of floating and solidified fats, oils and grease (FOG), rags, leachate, hypochlorite, polymer, ferric chloride acid, activated carbon, resin, sludge, biosolids residuals and dewatering and other entrained debris from Buckman Water Reclamation Facility (Biosolid and Wastewater Treatment) and various wastewater treatment facilities.  This increase is being requested as spend in the first two years of this contract has been significantly higher due to the rehabilitation on the Buckman drum dryer, requiring more frequent cleaning than anticipated. This was driven by several factors, most notably equipment failures at Buckman. Universal Service, Inc. (USI) is currently performing grit removal from the Buckman settling channels in addition to the normal industrial cleaning services they provide. The grit removal from the channels was previously performed by JEA crews on overtime hours, however due to the outage of equipment, USI has been utilized for this work. In addition to cleaning services at Buckman, USI is performing required Aeration Basin cleanings at Mandarin Wastewater Treatment Facility costing \$240,000.00 annually.  Pricing has remained fixed during the term of this contract. A reduction in spend is anticipated after resumption of normal operation of the dryer. The specific timeline for normal resumption is still to be determined as the team at Buckman strategizes a long term solutions for the drying process; however, this increase is estimated to cover the projected spend through the contract term.											
3	Renewal	1410951046 - New Dell and Logitech Equipment Purchase	Datz	CDW Government, LLC	Capital and O&M	\$1,350,000.00	\$1,331,723.00	\$1,004,264.95	\$4,241,808.10	06/08/2023-\$660,504.25 12/14/2023-\$1,245,315.90	One (1) Year w/ Two (2) - 1 Yr. Renewals Start Date: 01/01/2023 End Date: 12/31/2025  No Renewals Remaining	N
	Originally Awarded: 12/15/2022 For additional information contact: Angel Iosua  This request is for a one-year contract renewal to CDW for Dell Equipment and Support. The contract renewal period will be from 01/01/2025, to 12/31/2025 in the amount of \$1,331,723.00. This renewal is in accordance with JEA Standards and will cover specific Dell equipment, including Dell 7000 series computers (laptops, desktops, monitors, tablets), docking stations, and Dell Auto/Air 65w USB-C Adapters.  CDW is offering a significant discount ranging from 26% to 50% off the list price for Dell equipment and support. This discount also applies to additional related equipment that may not be specifically listed in the workbook. The pricing, terms, and discounts are comparable to the original contract, ensuring consistency and value.  Notably, there are no price increases compared to the previous renewal, with the only change being the quantity of equipment items.											
Consent Agenda Action												
Committee Members in Attendance	Names	<u>Ted Phillips , Jodi Brooks , Ricky Erixton</u>										
Motion by:	Jodi Brooks											
Second By:	Ricky Erixton											
Committee Decision	Approved											



## Regular Agenda

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)	Action
1	ITN	#1411714047 Telephony, Network, Internet, and DDoS Services	Datz	AT&T	\$5,879,475.96	\$4,376,714.00	N/A	\$5,879,475.96	N/A	Three (3) Years w/ Two (2) - 1 Yr. Renewals Start Date: 12/01/2024 End Date: 11/30/2027	N/A	<p><b>Motion by:</b> Jodi Brooks</p> <p><b>Second by:</b> Ricky Erixton</p> <p><b>Committee Decision:</b> Approved</p>
<p>Advertised: 05/14/2024 Response Opened: 07/23/2024 Response Received: 1 (AT&amp;T) Contact: Nickolas Dambrose</p> <p>This Award request is for Telephony, network, internet and DDoS services in the amount of \$5,879,475.96 for three (3) years w/ two (2) optional one-year renewals. Initially, the scope restricted the participation to only three Tier 1 telecom suppliers. Two of those suppliers were unable to participate due to cost controls and differing strategic directions. JEA decided to revise the scope to include Tier 2 suppliers.</p> <p>After these efforts, JEA still only received one response from AT&amp;T, the incumbent. AT&amp;T has been a strategic partner for JEA for at least twenty (20) years, providing these services as well as delivering on their Service Level Agreements "SLAs" and expediting service when there are outages due to storms.</p> <p>While there is a rather large increase over the next three years (33%), JEA is making efforts to mitigate those costs. In all, the largest bulk of the increases came from five of 123 items: 1. PRI (Primary Rate Interface) Flat Rate PRIs (legacy) 2. POTS (Plain Old Telephone Service) JFB - AT&amp;T (legacy) 3. Miscellaneous Intralata Private Line Voice Grade Circuits 4. Miscellaneous Megalink Channels, and 5. Additional Items IntralATA Pvt Line.</p> <p>To reduce reliance on expensive legacy systems, JEA plans to phase out the PRI legacy technology by FY25 and transition the analog POTS to digital service. T1 Megalink circuits will be migrated to more cost-effective options such as JEA Fiber. Additional areas for cost mitigation include the potential implementation of SIP Circuits or Cloud Calling for future communication needs and potentially resizing Internet Services upon completion of new firewalls to align with actual needs.</p> <p>JEA also plans to piggyback off of the State of Florida contract language to leverage State pricing once that contract becomes available (estimated 12/30/2024).</p> <p><b>DISCUSSION/ACTION:</b> Please provide insight as to why there was only one bidder for this award? With anticipation on only one bid being received, JEA revised the minimum qualifications to include tier 1 and tier 2 to open up for more bidders. Even after doing so, we only received one bid. After feedback from tier 1 providers, they stated the technology was not suitable to their preference and found they would like to pursue other options. In the future, does JEA plan to piggyback on the state contract as shown on the last sentence of the description? It is not currently a piggyback but as soon as the state contract renews and the new pricing becomes available, we will take advantage of the new state pricing and piggyback where it is applicable to do so.</p> <p><b>DISCUSSION/ACTION PARTICIPANTS:</b> Ted Phillips, Jodi Brooks, Kim Traylor, Nick Dambrose, Ricky Erixton</p>												
2	Contract Amendment	1411180646 Heavy Duty Vehicle Maintenance and Repair Services	Phillips	Cumberland International Trucks Kenworth of Jacksonville, Inc. Tom Nehl Truck Company Ring Power Corporation	\$1,226,411.72 (\$800,000.00) \$0.00 \$0.00	\$3,915,016.50	\$882,578.61 \$1,714,004.94 \$2,281,278.27 \$1,808,202.09	\$2,108,990.33 \$914,004.94 \$2,281,278.27 \$1,808,202.09	N/A	Three (3) Years, w/ Two (2) - 1 Yr. Renewals Start Date: 08/01/2023 End Date: 07/31/2026	N	<p><b>Motion by:</b> Jodi Brooks</p> <p><b>Second by:</b> Ricky Erixton</p> <p><b>Committee Decision:</b> Approved</p>
<p>Originally Awarded: 07/20/2023 For additional information contact: Halley Stewart</p> <p>Originally, four (4) contracts were awarded to suppliers for JEA Fleet Services Heavy Duty Vehicle Maintenance (Cumberland International Trucks, Kenworth of Jacksonville, Inc., Tom Nehl Truck Company, and Ring Power Corporation). The scope of these contracts includes services for preventive maintenance, corrective maintenance, yard checks, road calls to support JEA operations, and ad-hoc services. Cumberland International Trucks was awarded a contract in the amount of \$882,578.61, for maintenance on Heavy Duty International assets. Tom Nehl was awarded the primary contract for servicing Freightliner HD assets. However, Tom Nehl has struggled to provide adequate field service for these assets, due to a lack of proper equipment and inadequately certified field technicians. As a result, repairs have had to be performed in their shop rather than in the field. In contrast, Cumberland has successfully handled repairs for Freightliner HD assets without the need to bring them into the shop. To minimize asset downtime and better support business operations, Fleet Services has relied on Cumberland to service Freightliner HD assets in light of Tom Nehl's inability to meet the required maintenance standards. Despite several discussions with Tom Nehl regarding these issues, no improvements have been made to address the ongoing service concerns.</p> <p>This Award request is for a contract increase for Cumberland International Trucks based on historical spend to date and anticipated needs through the duration of the current contract term ending July 31, 2026. Fleet is also requesting a decrease in the contract value for the secondary awardee, Kenworth of Jacksonville, Inc., for servicing International and Freightliner assets, in order to help offset part of the requested increase for Cumberland. Pricing has not changed and continues to allow for a CPI increase each year. The increase requested for Cumberland International Trucks is in the amount of \$1,226,411.72 for a new NTE of \$2,108,990.33. The decrease requested for Kenworth of Jacksonville, Inc is in the amount of \$800,000.00 for a new NTE of \$914,004.94. The actual and projected spend for the Kenworth contract is lower than initially estimated. The original award NTE amount for the four (4) contracts totaled \$6,686,063.91 and the original budget estimate was in the amount of \$5,816,551.82. With the current increase and decrease, the new NTE amount for the four (4) contracts totals \$7,112,475.63. Because the overall increased NTE is higher than the original budget estimate, current budget lines are being utilized for Cumberland for FY25 and FY26 and funds have been shifted from related budget lines to cover the excess needed for funding. No additional funds were added or need to be added to the O&amp;M budget to cover the increase requested.</p> <p><b>DISCUSSION/ACTION:</b> Please clarify why some amounts show increase as others show decrease? Originally there were 4 contracts awarded to this solicitation. This award is focusing on two of the contracted awardees. One of the awardees was not able to provide the field services that were needed, requiring us to increase the amount to Cumberland who has been providing necessary services and turn around times for this project. The decrease for Kenworth is due to the amount of the projected services, it was lower then the original award amount and that helps make up for the difference in the increase to Cumberland.</p> <p><b>DISCUSSION/ACTION PARTICIPANTS:</b> Ted Phillips, Jodi Brooks, Halley Stewart, Justin Hightower, Ricky Erixton, Tiffany Moulton</p>												

## Consent and Regular Agenda Signatures

Budget	Name/Title	<u>Stephanus M Healy</u>
Awards Chairman	Name/Title	<u>Theodore B Phillips</u>
Procurement	Name/Title	<u>Lisa Pleasant</u> on behalf of Jenny McCollum
Legal	Name/Title	<u>Rebecca Lavis</u>

December 2<sup>nd</sup>, 2024

Bridget Blansit  
 RS&H

RE: Contract Financial Number 445340-1-52-01, 439468-1-52-01  
 FDOT # T2906 PMI Job #: 772446

Dear Ms. Blansit

Preferred Materials respectfully submits the requested pricing for the Left Turn Lane for JEA on Southside Blvd for a total of **\$656,917.02** and **70 days of added contract time**.

Description	Unit	Qty	Unit Price	Total Price
General Conditions	LS	1	\$ 97,343.40	\$ 97,343.40
Mobilization	LS	1	\$ 93,138.17	\$ 93,138.17
Maintenance of Traffic	LS	1	\$ 63,186.31	\$ 63,186.31
Earthwork	CY	507	\$ 38.02	\$ 19,274.11
Stabilized Subgrade	SY	775	\$ 31.00	\$ 24,025.00
FDOT Type E Curb & Gutter	LF	78	\$ 39.00	\$ 3,042.00
Traffic Separator Type IV - Option II - 8' Wide	LF	361	\$ 385.95	\$ 139,326.51
Remove Existing Storm Pipe & Structure	LS	1	\$ 9,154.20	\$ 9,154.20
Pipe Plug Rental	LS	1	\$ 3,551.90	\$ 3,551.90
15" RCP Class III	LF	8	\$ 205.70	\$ 1,645.60
18" RCP Class III	LF	240	\$ 187.00	\$ 44,880.00
Curb Inlet Type P-8 > 10' Depth	EA	2	\$ 14,076.70	\$ 28,153.40
Restore Sod	SY	80	\$ 17.75	\$ 1,420.32
Optional Base Group, 11 Type B12.5	SY	738	\$ 123.76	\$ 91,334.88
SP 12.5 TL-C for Structural	TN	71	\$ 176.21	\$ 12,510.91
FC 12.5 76-22 for Top Lift	TN	71	\$ 183.21	\$ 13,007.91
Final Striping	LS	1	\$ 2,500.00	\$ 2,500.00
Thermoplastic	LS	1	\$ 3,500.00	\$ 3,500.00
Signs and Tubular Markers	LS	1	\$ 5,922.40	\$ 5,922.40
				<b>\$ 656,917.02</b>

If you have any questions, feel free to contact me.

Kindest Regards,

Preferred Materials, Inc.

**Paul Ebert**

Digitally signed by Paul Ebert  
 DN: CN=Paul Ebert,  
 o=Preferred Materials, Inc., c=US  
 Date: 2024.12.02 12:22:24-05'00'

Paul Ebert  
 Project Manager



Beth DiMeo  
Senior Manager- Project Management - JEA  
W/WW Project Engineering & Construction  
Direct: (904) 665-8139  
Mobile: (904) 599-7591

11/22/2024

Subject: JEA Median Turn Lane Price Proposal

Dear Beth,

We appreciate you allowing us an opportunity to perform Construction Engineering and Inspection (CEI) services for the SR 115 JEA Median Turn Lane Addition.

We are pleased to present our price proposal for CEI services for the SR 115 JEA Median Turn Lane project based on Plan Revision #4 Final Plans. The LS price is broken down into (2.5 Months) 10 weeks to complete construction. Attached you will find our estimate which has been developed to spread resources between our current project and this turn lane proposal.

As such, we are requesting \$102,333.00 to complete the services required to achieve this task. Our team consists of Jeff Sullivan (SPE), Bridget Blansit (PA), Terri Towers (CSS), Matt Shrider (Sr. Inspector). This team is FDOT qualified to oversee and inspect all activities related to this project. A scope of services is attached.

If you have any questions, please feel free to call me to discuss.

Sincerely,

Jeffrey Sullivan

Digitally signed by Jeffrey Sullivan  
DN: CN=Jeffrey Sullivan,  
dnQualifier=A01410D0000018AB462E9AF0004902B,  
O=REYNOLDS SMITH AND HILLS INC., C=US  
Date: 2024.11.22 16:17:18-05'00'

Jeff Sullivan, P.E.

Associate Vice President

RS&H

Attachments: Scope of Services



**SR 115 JEA Median Turn Lane**

**SCOPE OF SERVICES**

1. Length of Service:
  - a. Construction duration 10 weeks (2.5 Months).
2. Method of Compensation:
  - a. RS&H will be compensated \$40,893.39 for month 1 and month 2 and \$20,446.70 for month 3 as detailed in the letter dated 11/22/2024. This amount is inclusive of all overtime and expenses incurred during the oversight of the project.
  - b. Additional compensation will be provided if this scope of services or the construction contract is modified due to changes in construction or increases to contract time.
3. Scope
  - a. Exercise independent and professional judgment in performing obligations and responsibilities under the Agreement.
  - b. Administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions.
  - c. Provide FDOT approved CTQP qualified inspectors meeting the requirements of FDOT / JEA standard Scope of Services.
  - d. Observe the Contractor's work to determine the progress and quality of work.  
When required, advise Contractor to remove and replace defective work that does not meet specifications, or is otherwise incorrectly constructed
  - e. Respond to Contractor correspondence.
  - f. Review claims and disputes and recommend necessary action.
  - g. Review proposed change orders and recommend action to JEA as to the necessity for such changes, including Contractor's substantiation of time, costs, and revisions to contract documents.
  - h. Monitor contractor construction materials testing to ensure that materials installed meet the requirements of the Contract Documents. RS&H will coordinate with FDOT regarding asphalt plant, drilled shafts, and asphalt / concrete mix designs.
  - i. Review Contractor's requests for monthly progress payments and, if appropriate



recommend payment amount. Adjust requests for monthly progress payments, as necessary, to align amount of pay requested with actual progress of construction satisfactorily performed

- j. Review Contractor's schedule submittals and advise Contractor and JEA of schedule concerns
- k. Monitor Contractor's preparation of as-built drawings during construction



December 1, 2023

SENT VIA E-MAIL (rineja@jea.com)

Jason Rinehart, PMP

**JEA**

225 North Pearl St.

Jacksonville, FL 32202

Re: Proposal for Engineering Design Services: New SJRPP 230-26.4kV Substation (East Site)

Dear Mr. Rinehart,

Chen Moore and Associates, Inc. (CMA) is pleased to provide this revised engineering services fee proposal for the **SJRPP Substation Projected**. JEA has selected CMA based on qualifications and requested an engineering proposal for the engineering services associated with this project. The original fee proposal was based on locating the new substation to the south of the existing yard. The original total design fee was \$545,738. We received a partial PO to begin the project of \$140k. This partial funding was the portion anticipated to be used by the end of the 22-23 fiscal year. These funds were used to complete a significant portion of the design, including the survey of the southern site and roadway up to New Berlin Road. Most of these engineering efforts are lost due to the relocation of the site to the East. We are still able to use portions of the existing survey, but the environmental assessment, boring location efforts, lighting model and general site drawing layouts will need to be reworked. The previous NTP for engineering design was **June 15<sup>th</sup>, 2023**. We anticipate that the new NTP will be issued by **December 15, 2023**.

The relocation of the proposed substation site does create some additional engineering design scope. Previously the site was going to be enclosed by a separate fenced yard, the proposed new east solution will place the new substation within the same fence as the existing substation. This will add complexity to the overall grounding study because the existing grid members need to be verified and modeled as a combined existing and new grid. There are also civil site complexities because we are attaching to an existing site. We now need to survey the existing site and review the storm water flow impacts.

I recommend that we move forward with the civil design of the future 230kV Bay expansion to the north. This north area expansion will need to be coordinated with currently planned distribution feeder routes from the new distribution station. Designing the north expansion would be prudent and would reduce the risk of rework in the future. We have included the necessary engineering design fees to provide these services.



Our NTE cost for the remaining proposed Scope of Work is as follows:

**SJRPP 230-26.4kV Substation**

<b>Task Description</b>	<b>Fee</b>
TASK 1: Survey and Geotech	\$81,100
TASK 2: Water & Wastewater Design	\$51,400
TASK 3: Civil Site, Environmental & Landscape Design	\$107,140
TASK 4: Electrical & Structural Design	\$203,100
TASK 5: Permitting & Bid Phase	\$48,840
TASK 6: Construction Support (Hourly)	\$56,900
<b>Total Remaining Limiting Amount Fee</b>	<b>\$548,480</b>
<b>Total Fee Already Spent for South Site Engineering</b>	<b>\$139,582</b>
<b>Total Project Cost</b>	<b>\$688,062</b>

More specifically, we anticipate that our Scope of Work would be as follows:



## **SCOPE OF WORK**

### **1. SUMMARY**

**Chen Moore and Associates (CMA)** proposes to furnish engineering services to **JEA**, for the site development, structural design, and electrical engineering support services for a new SJRPP 230-26.4kV Substation.

The substation shall be located on a parcel of property owned by JEA.

Project specific scope items are discussed below, followed by assumptions and clarifications.

### **2. PROJECT BACKGROUND**

- a. The new 230-26.4kV substation will create additional 26.4kV feeders located in the area. The project's in-service date is **November 15, 2025**.
- b. The scope of this specific project proposal is defined as the design of a 230-26.4kV substation with provisions for three (3) power transformers, nine (9) distribution feeders and three (3) capacitor banks. The current configuration will include the installation of one (1) power transformer, three (3) distribution feeders and one (1) capacitor bank. The high side of the new substation will be served from the existing 230kV breaker and a half switchyard. An overhead string bus will be run to the new substation site. The equipment will include one 50MVA power transformers (T1) with tap changers, and one 26.4kV main breaker, three 1200A 26.4kV Feeder Breakers, one 26.4k Cap Bank. Provisions only will be made for the future installation of a second and third standard 230-26.4kV 50MVA power transformers (T2 & T3) with tap changers and associated 26.4kV feeders and Cap Banks. The initial layout will include T1, and the future T2 & T3 adjacent to each other to accommodate the connections of the 26.4kV feeder busses via bus-tie breakers. A new control house will be designed based on JEA's typical standard configuration.



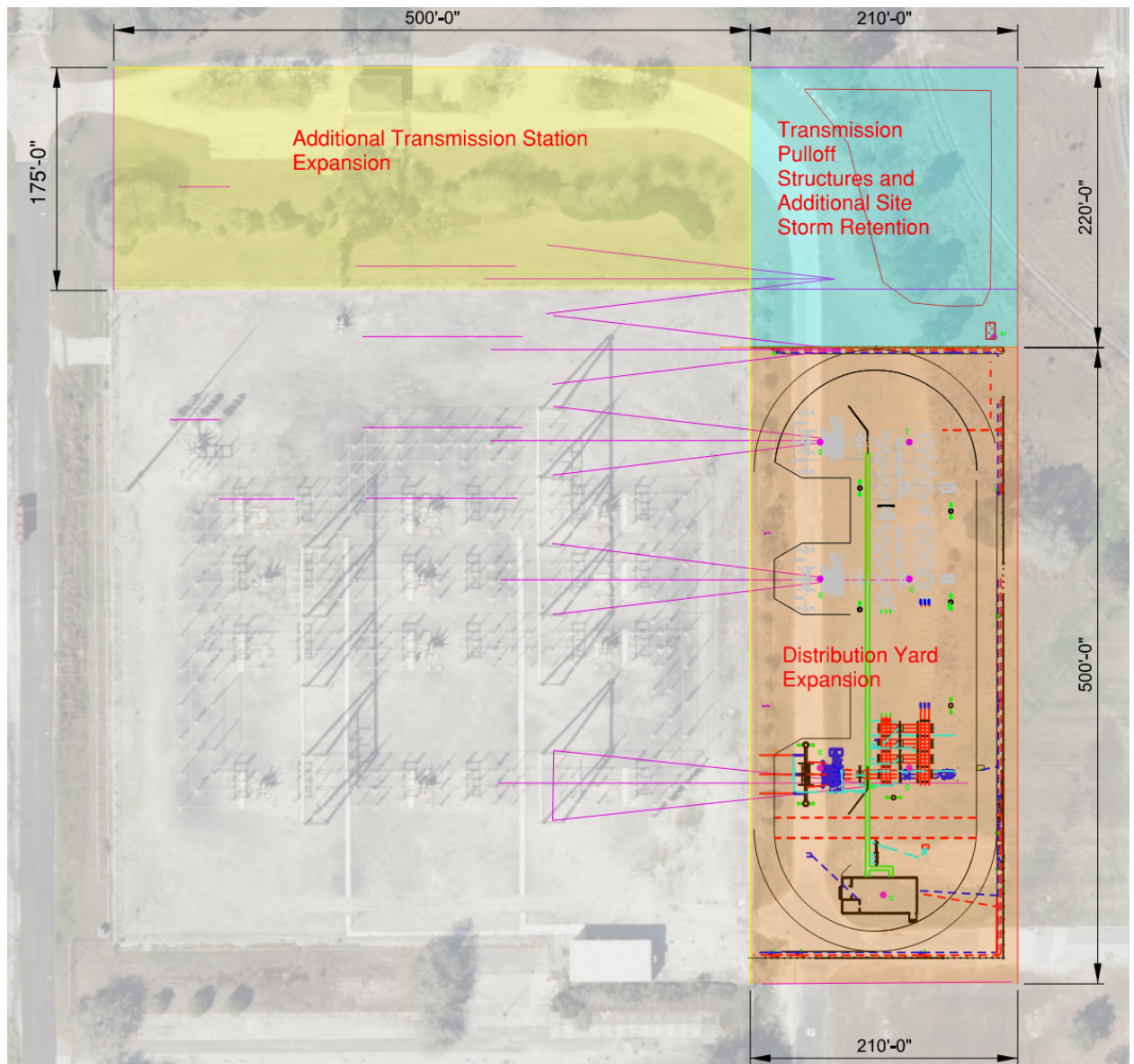


Figure 1 (Preliminary Conceptual Expansion Layout)

### 3. DETAILED ENGINEERING SCOPE OF WORK

#### a. *TASK #1 (SURVEY AND GEOTECH)*

- i. CMA will coordinate and hire a surveyor to provide topo survey, & tree survey of the proposed substation site as well as the pathway to New Berlin Road that will be used for the W/WW connections. This survey will be used for site development and W/WW pathways. Additionally, the existing substation will be surveyed including the existing stormwater structures.
- ii. The Survey will provide two SUE locates associated with the W/WW connections at New Berlin Road.



- iii. Wetlands delineation and mitigation for the will be performed by CMA's environmental scientist. CMA will delineate the wetlands prior to the survey's field work so the surveyor can capture the wetland markers.
  - iv. No endangered animal mitigation is anticipated. (i.e. gopher tortoises) If relocation of gopher tortoises is required, CMA will request additional services using WSP as the sub-consultant for relocation efforts.
  - v. CMA will coordinate with JEA to hire a Geotechnical Engineering Consultant (Meskel) for Soil Borings at the site for foundation recommendations and site soil profiles. The services will include a soil resistivity test for the ground grid design and soil hydraulic conductivity tests for site drainage design. CMA will provide design requirements and descriptions for the work required.
  - vi. It is not anticipated that we will run into any existing underground utilities at the substation site, thus SUE's within the substation site will not be required.
- b. *TASK #2 (WATER AND WASTEWATER DESIGN)*
- i. Design will include the Water and Wastewater Connections to the New Substation Restroom.
  - ii. Existing watermain and forcemain along New Berlin Road are assumed to be the point of connection. It is anticipated that these existing utilities are of sufficient size and capacity to service the site. The proposed route is assumed to be along Power Park Blvd, from New Berlin Road to the project site, approximately 2500 linear feet.
  - iii. Design will include a Grinder Station at the new substation.
  - iv. Design will include a Horizontal Directional Drill of the proposed watermain and forcemain under the existing railroad loop (Assumed to be owned by JEA)
  - v. Off Site improvements will require roadway restoration of Power Park Blvd and New Berlin Road for proposed utility route.
- c. *TASK #3 (CIVIL ENGINEERING DESIGN)*
- i. CMA will provide civil design for the site improvements to the proposed substation site.
  - ii. CMA will work to determine pre-developed flows off the site by using USGS topographic maps available through online mapping subscriptions along with the site topo survey.
  - iii. Design will include the stormwater collection system for the new substation site. A retention area to the North will be used to collect the new site runoff. CMA will prepare a pre-design and post-design drainage study. CMA will meet with FDEP to review calculations and design. CMA will design a new retention area for storage due to the site improvements.
  - iv. Design will include a site boundary Fence Plan including all necessary details for the security fence and grounding.
  - v. The existing site will be expanded to include the necessary room for the future two 230kV Bays.
  - vi. Design will include Erosion Control Plans and Details as necessary for local permitting agencies and site construction.
  - vii. Design will include Site Plans for Site Elevations and Site Development as necessary for local permitting agencies and site construction.



- viii. Design is anticipated to place a new station entrance where the existing Guard Shack entrance currently stands. CMA will provide Roadway Site Plans, Roadway Section, Rocking Plans and Details as necessary for local permitting agencies and site construction.
  - ix. The new site is located on land that may require that trees be removed. CMA will subcontract Janet Whitmill for the landscape architecture work including tree mitigation and assistance with the City permit. Janet's work will include a planting plan, tree mitigation plan and irrigation plan.
- d. **TASK #4 (ELECTRICAL & STRUCTURAL DESIGN):**
- i. CMA will create and/or modify the General Arrangement to provide the station layout for Bus, Supports, Transmission Pull-off structures, Breakers, Capacitor Banks, and Transformers as required.
  - ii. CMA will layout structures and bus to ensure NESC clearances are met or exceeded, and equipment is accessible and easy to maintain/replace.
  - iii. CMA will hold a Kick-off Meeting with JEA personnel to discuss the major project milestones and review/confirm the station Main One Line (MOL).
  - iv. After the MOL is agreed upon, the overall station General Arrangements will be completed and submitted to JEA for review and comment.
  - v. After the General Arrangement is confirmed, the detailed engineering can take place.
  - vi. CMA will coordinate with JEA Transmission Engineers for the locations of Substation Pull-off towers.
  - vii. CMA will coordinate with JEA Distribution Engineers for the Outgoing Distribution services. It is anticipated that CMA will complete the duct bank and Manhole design using JEA standards up to a demarcation point where the ducts leave the JEA Substation property. Locations and routes of duct work will be coordinated with stormwater and other utilities within the substation site.
  - viii. CMA will complete a grounding study and report for the substation site to design a ground grid that meets or exceeds current IEEE standards. This will include modeling the existing site grounding and ties to the new station grid.
  - ix. CMA will complete a lighting model, analysis, and design to ensure the lighting system meets NESC requirements for the new site expansion only.
  - x. CMA will provide a Lightning Shielding Design to include Lightning Shielding Mast Poles or Shield wires to provide an acceptable level of Shielding per IEEE Standards for the new site expansion only.
  - xi. CMA will design an Oil Containment system per JEA's SPCC plan. (Typically, a fabric pit liner or a concrete containment pit if needed).
  - xii. CMA will modify and adjust JEA standard construction specifications, to adhere to the specific project requirements for the bid submittals.
  - xiii. It is anticipated that the project structures will utilize JEA's standard material packager. CMA will provide station drawings, plans, elevations, details and specifications necessary for the packager submittal.
  - xiv. JEA will procure and award the packager, with assistance from CMA as needed.
  - xv. CMA will review the packager shop drawings for approval and conformance to design drawings.
  - xvi. CMA will layout the "Relay Vault" per JEA's typical details. CMA will coordinate with JEA's P&C engineer for location of relay panels and circuit schedule.



- xvii. CMA will subcontract the building structural design to Structures International. (along with the HVAC)
  - xviii. Upon receipt of the Substation Packager foundation reactions, Structures International will complete the design of the station's foundations.
  - xix. CMA will utilize the JEA standard breaker foundations for all Breaker installations.
  - xx. CMA will design the AC Station Service, and circuits to accommodate the equipment supplied, per JEA typical Standards.
  - xxi. CMA will perform a Short Circuit Study and Arc-Flash Evaluation of the AC Station Service System.
  - xxii. CMA will design the cable trench and conduit system to accommodate all the station equipment being installed.
- e. **TASK #5 (PERMITTING & BID PHASE)**
- i. CMA will apply for the necessary FAA, FDEP, W/WW and City of Jacksonville permitting as required.
  - ii. CMA will apply for the required water/wastewater (w/ww) permits associated with the connection to the JEA water and sewer facilities. The design assumes that available connections are along New Berlin Road.
  - iii. CMA will modify as necessary JEA standard specifications for project specific needs.
  - iv. CMA will attend a pre-Bid on-site meeting and answer any RFIs during the bid advertisement phase.
  - v. CMA will provide a recommendation of award upon bids submitted, if requested.
- f. **TASK #6 (CONSTRUCTION SUPPORT)**
- i. CMA will provide shop drawing review of Contractor supplied materials and substation packager submittals.
  - ii. CMA will be available to answer RFIs or general project questions.
  - iii. CMA has not allocated for Continuous Construction Oversight. CMA has allocated for up to 260 hours of support as requested. (Shop Drawing Reviews, Punch List and As-built Drawings)

4. **CLARIFICATIONS AND ASSUMPTIONS**

- i. JEA will provide anticipated station Fault Current Calculations from system planning.
- ii. JEA will provide drawings for the Power Transformer, Breakers, or other equipment procured by JEA.
- iii. Transmission Engineering is to be completed by JEA. CMA is to design the Substation Pull-off Structures while coordinating with JEA engineers. Sag-Tension, and conductor information will be provided by JEA Engineers.
- iv. P&C, Relaying and Settings are to be completed by JEA. CMA will work with JEA Engineers to coordinate conduit design, circuit schedules and CT ratios shown on the MOL.
- v. Distribution Engineering of Feeders will be completed by JEA. CMA will provide the pathways for the services up to the substation property line. It is assumed that the JEA Distribution Engineers will take over at that line of demarcation.
- vi. JEA will procure the equipment and provide daily Construction Engineering Inspection (CEI). If CEI services are requested, CMA could provide such services for additional negotiated fees.



- vii. Per previous JEA projects, we are proposing that the Design Services be completed at a Lump Sum price, with payments based on a monthly percent complete basis. Construction Services are to be provided on an hourly basis as requested/authorized by JEA.

**5. DELIVERABLES**

- i. CMA shall provide a “Packager Bid” set of drawings along with the packager specifications to JEA.
- ii. CMA shall provide an “Issued for Construction” set of drawings along with the construction specifications to JEA. This set shall include Civil and Electrical Drawings.
- iii. CMA shall provide a “Record Drawings” set of drawings after the completion of construction. This set of drawings will incorporate any construction changes.
- iv. All drawings will be submitted in Microstation and PDF format. All PDFs shall be to scale.
- v. CMA shall obtain all permits and coordinate with permitting agencies.
- vi. All calculations, reports, and permits shall be provided to JEA in electronic format.
- vii. It is anticipated that all design review submittals will be handled electronically.



6. **SCHEDULE**

This project schedule will be as follows:

- Dates are provided assuming a NTP is received on or prior to **December 15th, 2023**. The previous NTP was for **June 15<sup>th</sup> 2023**. The design effort has slipped out 6 months due to this site relocation.
- Upon receiving the NTP, a kickoff meeting will be scheduled for the start of the new year.
- The Surveyor, Environmental Scientist and Geotechnical Engineer will be tasked to complete their respective work first. It is anticipated that these services will be complete by **February 28<sup>th</sup>, 2024**.
- The 30% Design Review Submittal due (10) weeks from NTP. **(February 23<sup>rd</sup>, 2024)**
- The Substation Packager Submittal due (20) weeks from NTP. **(May 3<sup>rd</sup>, 2024)**
- The 60% Design Review Submittal due (30) weeks from NTP. **(July 12<sup>th</sup>, 2024)**
- The 90% Design Review Submittal due (38) weeks from NTP. **(September 6<sup>th</sup>, 2024)**
- The Final Design IFC Drawings due (42) weeks from NTP. **(October 4<sup>th</sup>, 2024)**
- Construction Starting (48) weeks from NTP. **(November 15<sup>th</sup>, 2024)**

If there are any questions, or if any additional information would be helpful, please contact me at (904) 307-6151 or send me an email at [tgardner@chenmoore.com](mailto:tgardner@chenmoore.com).

Respectfully submitted,

Thomas Gardner, P.E.

Vice President - Electrical

Attachment(s)

Fee Proposal





## ENGINEERING FEE PROPOSAL

PART I - GENERAL				
<b>1. Project:</b> SJRPP 230-26.4kV Substation		<b>2. Project Number</b> 23-0651.P0001 Task 6		
<b>3. Client</b> JEA		<b>4. Date of Proposal</b> 11/27/2023		
PART II - LABOR RELATED COSTS				
<b>5. Labor @ Contract Rates</b>	Hourly	Hours	Estimated	
President	\$ 420.00	0	\$ 0.00	
Principal	\$ 330.00	0	\$ 0.00	
Principal Engineer	\$ 250.00	246	\$ 61,500.00	
Senior Engineer	\$ 220.00	652	\$ 143,440.00	
Project Engineer	\$ 150.00	0	\$ 0.00	
Associate Engineer	\$ 125.00	182	\$ 22,750.00	
Engineer	\$ 115.00	170	\$ 19,550.00	
Senior Environmental Scientist	\$ 160.00	44	\$ 7,040.00	
Senior Designer	\$ 160.00	0	\$ 0.00	
Designer	\$ 125.00	586	\$ 73,250.00	
Senior Technician	\$ 115.00	0	\$ 0.00	
Technician	\$ 95.00	220	\$ 20,900.00	
Senior Construction Specialist	\$ 150.00	0	\$ 0.00	
Construction Specialist	\$ 100.00	0	\$ 0.00	
Administrative Staff	\$ 115.00	0	\$ 0.00	
Intern	\$ 60.00	0	\$ 0.00	
<b>TOTAL LABOR</b>	\$165.92	2,100		\$ 348,430
PART III - OTHER COSTS				
<b>6. Miscellaneous Direct Costs</b>				
Reproduction			\$ 0.00	
Travel and Hotel			\$ 0.00	
Meals			\$ 0.00	
Shipping			\$ 0.00	
Other (Specify)			\$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ -
<b>7. SUBCONTRACTS (Lump Sum)</b>				
Survey and SUE (Task 1)			\$ 42,750.00	
Landscape Architect (Task 3)			\$ 8,500.00	
Geotechnical Explorations (Task 1)			\$ 29,700.00	
Structural Engineering Services (Task 4)			\$ 57,500.00	
MEP Engineering Services (Task 4)			\$ 4,700.00	
SUBCONTRACT SUB-TOTAL				\$ 143,150
<b>8. REIMBURSABLE COSTS</b>				
Construction Support (T&E)	(260hrs plus Permit Fees)		\$ 56,900.00	
SUBTOTAL REIMBURSABLES				\$ 56,900
PART IV - SUMMARY				
<b>TOTAL</b> (Items 5, 6, 7 and 8)			<b>\$</b>	<b>548,480</b>

**MANHOURS SUMMARY**

Chen Moore &amp; Associates, Inc.

**DESIGN PHASE**

23-0651.P0001 Task 6

Jacksonville, FL

Phone: (904) 398-8636

JEA

SJRPP 230-26.4kV Substation

TASK	BASIS OF ESTIMATE	# UNITS	HRS/UNIT	DWGS	TOTAL HOURS	REMARKS
<b>Task 1: Survey and Geotech</b>						
Project Management	LS	1	40	0	40	Task Subconsultants, Verify Accuracy of Data received.
Site Survey and SUE Exploration for W/WW	LS	1	-	-	-	Site Survey provided by SAM Surveyors
Geotech Soil Borings	LS	1	-	-	-	8 SPT Soil Borings and Wenner Testing by Meskel
<b>Subtotal Manhours</b>					<b>40</b>	
<b>Task 2: Water and Wastewater Design</b>						
Project Management	LS	1	20	0	20	Project Coordination, Gathering Site Information
Design Review Meeting	EA	2	2	0	4	Review Meeting
Site Investigation	LS	1	10	0	10	Ex Utility Investigation
Design Drawings (on site)	EA	4	10	4	40	Design of WM and FM onsite
Design Drawings (off site)	EA	8	10	8	80	Design of WM and FM offsite to connection location.
Design Drawings HDD (off site)	EA	2	20	2	40	Design of WM and FM HDD under RR
Grinder Station	LS	1	30	0	30	Design of Lift station on site
Roadway Restoration (off site utilities)	EA	8	10	4	80	Design of trench restoration off site
QA/QC	EA	1	16		16	Quality Control Review
<b>Subtotal Manhours</b>					<b>320</b>	
<b>Task 3: Civil Site Design</b>						
Project Management	LS	1	40	0	40	Project Coordination, Gathering Site Information
Design Review Meeting	EA	3	2	0	6	Review Meetings
Pre-Developed Hydrologic & Hydraulic Flows	LS	1	60	0	60	Using Online Maps and Survey to Calculate Pre-Developed Flow.
Post Design Flow Calculations	LS	1	60	0	60	Calculating flows and proposed retention area
Environmental Review - Wetlands	LS	1	40	1	40	Performed by Brian (In-House to CMA)
Site Clearing and Tree Removal Plans	Sheet	1	-	-	-	LA provided by Janet Whitmill
Landscape and Irrigation Plans & Details	Sheet	1	-	-	-	LA provided by Janet Whitmill
Site Geometry and Grading Plans	Sheet	6	20	2	120	Based on JEA property constraints
Fencing Plans	Sheet	6	6	6	36	Temp. fence & gates during construction and final fencing plans
Paving and Rocking Plans	Sheet	6	20	6	120	Duval County & FDOT Standards, FDOT Driveway Permit, All to JEA Specs.
Site Detail Sheets	Sheet	3	10	1	30	Typical Cross-Sections, Motorized Gate Details, Misc. Details.
Traffic Control (MOT Plans)	Sheet	2	8	1	16	Associated with Driveway Connections
Erosion Control	Sheet	2	8	1	16	Standard Details
QA/QC	EA	1	20	0	20	Quality Control Review
<b>Subtotal Manhours</b>					<b>564</b>	



## MANHOURS SUMMARY

## DESIGN PHASE

23-0651.P0001 Task 6

Chen Moore &amp; Associates, Inc.

Jacksonville, FL

Phone: (904) 398-8636

JEA

SJRPP 230-26.4kV Substation

TASK	BASIS OF ESTIMATE	# UNITS	HRS/UNIT	DWGS	TOTAL HOURS	REMARKS
<b>Task 4: Electrical &amp; Structural</b>						
Project Management	LS	1	100	0	100	Manage Overall Project and all disciplines
Design Review Meeting	EA	4	2	0	8	Review Meetings
General Arrangement	LS	1	30	0	30	Coordinate Electrical Layout Plan with JEA.
Bus Support, Spacing, Insulator Selection Review	LS	1	10	0	10	Review JEA design of anticipated worst case available fault current. Calculate bus support spacing and insulator cantilever strength.
Foundation Plan	Sheet	1	30	1	30	Provide Foundation Plan and Layout required foundation details.
Control House Equipment Layout, Cable Tray, Grounding and Lighting Design	LS	1	48	5	48	Design of Control House Equipment Layout, Cable Tray Plan, Grounding Plan, and Lighting Plan.
Control House Structural Analysis and Design	LS	-	-	-	-	Design by Structures International
Plumbing and HVAC Design for Control House	LS	-	-	-	-	Design by JLRD
Foundation Structural Design	LS	-	-	-	-	Design by Structures International
Lightning Protection	LS	1	24	1	24	Lightning protection for the substation based on a rolling sphere method. (Lightning Shielding Plan)
Station Service	LS	1	60	2	60	Design Station Service, Develop SKM Model for Arc-Flash
Design Drawings	EA	14	18	12	252	Electrical Plan, Sections and Misc. Details
Grounding Study and Design	LS	1	120	6	120	Perform grounding study and report using CDEGS software. Design optimized grid layout. (Grounding Plan Sheets & Grounding Details)
Lighting Study and Design	LS	1	120	6	120	Lighting Design using AGI32 Software, Voltage Drop Calculations and Circuit Layout. (Lighting Equipment Details, Lighting Installation Schedule)
Conduit System	LS	1	50	6	50	Review conduit and trench system for all equipment. Ensure enough conduit for all P&C cables. (Conduit Plan and Details, Conduit Schedule)
Electrical Equipment Specifications	LS	1	20	0	20	Review and edit JEA specifications
Engineering Submittal Preparation	EA	4	5	0	20	Prepare Submittal Drawings
Maintaining a Project Schedule	LS	1	20	0	20	Updating Project Schedule Throughout project design and into construction.
Quality Control & Constructability Reviews	LS	3	8	0	24	Review Project at specific milestones for constructability and interdiscipline coordination.
<b>Subtotal Manhours</b>					<b>936</b>	
<b>Task 5: Permitting &amp; Bid Phase</b>						
Bid Phase Administration	LS	1	20	0	20	RFIs and attending the Pre-Bid Meeting
Attend Permitting Meetings	EA	5	2	0	10	Include Meetings as needed with permitting agencies
Special Details for Permits Only	EA	1	10	0	10	Special Cross Sections and Permit Details not included in IFC drawings.
Submittals and Coordination for Permits	EA	6	30	0	180	State 10-2 Stomwater, JEA Water, JEA Sewar, City 10 Set, Environmental, Railroad Crossing
Bid Phase Administration	LS	1	20	0	20	RFIs and attending the Pre-Bid Meeting
<b>Subtotal Manhours</b>					<b>240</b>	
<b>(Tasks 1-5) TOTAL MANHOURS</b>					<b>2100</b>	
<b>Task 6: Construction Support</b>						
Construction Administration	LS	1	120	0	120	Construction Administration for a Year. RFIs, Answering Emails, Construction Coordination. Periodic Construction Site Visits.
Shop Drawing Review	LS	1	100	0	100	Review Contractor Shop Drawings for Material Submittals
Record Drawing	LS	1	40	1	40	Create Record Drawings at the completion of the project. Draft modifications, Prepare Record Drawing Package & Documents.
<b>Subtotal Manhours</b>					<b>260</b>	
<b>(Tasks 1-6) TOTAL MANHOURS</b>					<b>2360</b>	

## Award #4 Supporting Documents 12/05/2024

Capital or O&M		Index / Project # / Cost Center	Expense Type	O&M Spreadsheet Line	FY23	FY24	FY25	FY26	FY27	FY28	
Capital	8007818/20410	PROF SERV-MISCELLANEOUS	Chen Moore/ Fred Wilson				\$ 142,324.00				\$ 142,324.00
											\$ -
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Award Totals					\$ -	\$ -	\$ 142,324.00	\$ -	\$ -	\$ -	\$ 142,324.00

Date	Event	Tracking Amount
6/15/2023	Original Award	\$ 545,738.00
	10% increase	
	Contract increase	
12/5/2024	This increase	\$ 142,324.00
	New NTE	\$ 688,062.00

Task Description	Fee
TASK 1: Survey and Geotech	\$81,100.00
TASK 2: Water & Wastewater Design	\$51,400.00
TASK 3: Civil Site, Environmental & Landscape Design	\$107,140.00
TASK 4: Electrical & Structural Design	\$203,100.00
TASK 5: Permitting & Bid Phase	\$48,840.00
TASK 6: Construction Support (Hourly)	\$56,900.00
Original Award	\$545,738.00
Funds Spent	\$516,511.50
Funds Remaining	\$29,226.50
This Increase	\$142,324.00
Amount Needed to Finish	\$171,550.50

Award #5 Supporting Documents 12/05/2024

1411824849 Appendix B - Bid Workbook						
Repair and Installation of Security Fencing FY25 - FY29						
(Only complete the prices in yellow cells)						
			Company:		ARMSTRONG FENCE CO	
1. Labor Rates – Labor used for the repair and installation of the security fencing will be provided by the contractor. All services required (including attendance at meetings, back office support, preparation of reports, and travel) will be included in the below rates. Quantities below are the estimated hours for the entirety of the contract term. These quantities are for evaluation purposes and are not a guarantee of future business.						
	Item	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extended Price
1	Project Manager	Responsible for the account management, documentation, scheduling, estimation, billing, etc.	Standard Rate	1700	\$ 25.00	\$42,500.00
2	Fence Installation Foreman	Responsible for the management of helpers, jobsite efforts, sign-offs, installation, quality control for repairs, etc.	Standard Rate	8200	\$ 40.00	\$328,000.00
3			Emergency Rate	2500	\$ 60.00	\$150,000.00
4	Fence Installation Helper	Responsible for assisting foreman, installation, cleaning jobsites, etc.	Standard Rate	9000	\$ 30.00	\$270,000.00
5			Emergency Rate	2500	\$ 45.00	\$112,500.00
Subtotal						\$903,000.00
2. Materials – All materials used for the installation and repairs of the security fencing will be provided by the contractor. The material pricing below should include all standard delivery shipping and handling charges. Quantities below are estimated for the entirety of the contract term. These quantities are for evaluation purposes and are not a guarantee of future business.						
Item	Item Description		Unit of Measure	Est. Qty.	Unit Price	Extended Price
6	6' CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, W/HARDWARE		L.F.	5000	3.5	\$17,500.00
7	8' CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, W/HARDWARE		L.F.	25000	6.4	\$160,000.00
8	TENSION WIRE, 7 AWG, GALV		L.F.	25000	0.45	\$11,250.00
9	TOP GUARD, (3) STRANDS BARBED WIRE, GALV		L.F.	25000	1	\$25,000.00
10	TOP GUARD, ANGLE ARM BRACKET, GALV		EACH	2500	3.8	\$9,500.00
11	TOP RAIL, 1 5/8" SCH 40 TUBING, GALV		L.F.	25000	1.77	\$44,250.00
12	10' CORNER/END POST, 3" O.D. SCH 40, GALV, W/HARDWARE		EACH	900	40	\$36,000.00
13	12' CORNER/END POST, 3" O.D. SCH 40, GALV, W/HARDWARE		EACH	900	75	\$67,500.00
14	8' INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, W/HARDWARE		EACH	900	21.5	\$19,350.00
15	10' 6" INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, W/HARDWARE		EACH	2500	40	\$100,000.00
16	10' GATE POST, 4" O.D. SCH 40, GALV, W/HARDWARE		EACH	850	75	\$63,750.00
17	12' GATE POST, 4" O.D. SCH 40, GALV, W/HARDWARE		EACH	850	110	\$93,500.00
18	4" GATE HINGE, BULLDOG, GALV		EACH	2000	16	\$32,000.00
19	6' X 3' SINGLE GATE, GALV, W/HARDWARE		EACH	2	150	\$300.00
20	6' X 3' SINGLE GATE, GALV, W/HARDWARE AND (3) SBW (7' H)		EACH	2	175	\$350.00
21	6' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE		EACH	3	475	\$1,425.00
22	6' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE AND (3) SBW (7' H)		EACH	3	500	\$1,500.00
23	6' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE		EACH	30	500	\$15,000.00
24	6' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE AND (3) SBW (7' H)		EACH	30	550	\$16,500.00
25	6' X 20' DOUBLE GATE (2-10'), GALV, W/HARDWARE		EACH	15	600	\$9,000.00
26	6' X 20' DOUBLE GATE (2-10'), GALV, W/HARDWARE AND (3) SBW (7' H)		EACH	15	650	\$9,750.00
27	6' X 20' SLIDING GATE, GALV, W/HARDWARE		EACH	2	2500	\$5,000.00
28	6' X 20' SLIDING GATE, GALV, W/HARDWARE AND (3) SBW (7' H)		EACH	2	2750	\$5,500.00
29	8' X 3' SINGLE GATE, GALV, W/HARDWARE		EACH	2	200	\$400.00
30	8' X 3' SINGLE GATE, GALV, W/HARDWARE AND (3) SBW (9' H)		EACH	3	250	\$750.00
31	8' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE		EACH	5	500	\$2,500.00
32	8' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE AND (3) SBW (9' H)		EACH	5	550	\$2,750.00
33	8' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE		EACH	25	600	\$15,000.00
34	8' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE AND (3) SBW (9' H)		EACH	25	650	\$16,250.00
35	6' PVT MAXI-SLATS INSERTS, ALL COLORS		L.F.	15000	5.5	\$82,500.00
36	8' PVT MAXI-SLATS INSERTS, ALL COLORS		L.F.	10000	7	\$70,000.00
37	4' X 12' SINGLE T-LINE GATE, GALV, W/HARDWARE		EACH	100	150	\$15,000.00
38	4' X 16' SINGLE T-LINE GATE, GALV, W/HARDWARE		EACH	100	150	\$15,000.00
39	6' CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, VINYL COATED, W/HARDWARE		L.F.	7000	4.1	\$28,700.00
40	8' CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, VINYL COATED, W/HARDWARE		L.F.	7000	7.1	\$49,700.00
41	TENSION WIRE, 7 AWG, GALV, VINYL COATED		L.F.	7000	0.65	\$4,550.00
42	TOP GUARD, (3) STRANDS BARBED WIRE, GALV, VINYL COATED		L.F.	7000	1.5	\$10,500.00
43	TOP GUARD, ANGLE ARM BRACKET, GALV, VINYL COATED		EACH	40000	5.25	\$210,000.00
44	TOP RAIL, 1 5/8" SCH 40 TUBING, GALV, VINYL COATED		L.F.	40000	2.35	\$94,000.00
45	10' CORNER/END POST, 3" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED		EACH	2000	80	\$160,000.00
46	12' CORNER/END POST, 3" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED		EACH	1500	90	\$135,000.00
47	8' INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED		EACH	600	40	\$24,000.00
48	10' 6" INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED		EACH	2500	50	\$125,000.00
49	10' GATE POST, 4" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED		EACH	300	110	\$33,000.00
50	12' GATE POST, 4" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED		EACH	500	130	\$65,000.00
51	4" GATE HINGE, BULLDOG, GALV, VINYL COATED		EACH	1500	25	\$37,500.00
52	6' X 3' SINGLE GATE, GALV, W/HARDWARE, VINYL COATED		EACH	3	170	\$510.00
53	6' X 3' SINGLE GATE, GALV, W/HARDWARE AND (3) SBW (7' H), VINYL COATED		EACH	3	175	\$525.00
54	6' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE, VINYL COATED		EACH	3	650	\$1,950.00
55	6' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE AND (3) SBW (7' H), VINYL COATED		EACH	3	700	\$2,100.00
56	6' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE, VINYL COATED		EACH	30	700	\$21,000.00
57	6' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE AND (3) SBW (7' H), VINYL COATED		EACH	30	750	\$22,500.00
58	6' X 20' DOUBLE GATE (2-10'), GALV, W/HARDWARE, VINYL COATED		EACH	17	850	\$14,450.00
59	6' X 20' DOUBLE GATE (2-10'), GALV, W/HARDWARE AND (3) SBW (7' H), VINYL COATED		EACH	17	900	\$15,300.00
60	6' X 20' SLIDING GATE, GALV, W/HARDWARE, VINYL COATED		EACH	8	1850	\$14,800.00
61	6' X 20' SLIDING GATE, GALV, W/HARDWARE AND (3) SBW (7' H), VINYL COATED		EACH	8	2000	\$16,000.00
62	8' X 3' SINGLE GATE, GALV, W/HARDWARE, VINYL COATED		EACH	5	250	\$1,250.00
63	8' X 3' SINGLE GATE, GALV, W/HARDWARE AND (3) SBW (9' H), VINYL COATED		EACH	5	275	\$1,375.00
64	8' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE, VINYL COATED		EACH	10	600	\$6,000.00
65	8' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE AND (3) SBW (9' H), VINYL COATED		EACH	10	650	\$6,500.00
66	8' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE, VINYL COATED		EACH	20	700	\$14,000.00
67	8' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE AND (3) SBW (9' H), VINYL COATED		EACH	20	750	\$15,000.00
68	8' X 16' CANTILEVER GATE, GALV, W/HARDWARE AND (3) SBW (9' H), VINYL COATED		EACH	8	2000	\$16,000.00
69	8' X 24' CANTILEVER GATE, GALV, W/HARDWARE AND (3) SBW (9' H), VINYL COATED		EACH	8	2750	\$22,000.00
70	6' AEGIS II CLASSIC 3-RAIL		LF	3000	70	\$210,000.00
71	8' AEGIS II INVINCIBLE 3-RAIL W/TOP GUARD		LF	850	80	\$68,000.00
72	8' IMPASS II GAUNTLET 3-RAIL W/TOPGUARD		LF	850	130	\$110,500.00
73	TEMPORARY FENCING		LF	2000	1.75	\$3,500.00
Subtotal						\$2,524,285.00
Labor Subtotal						\$903,000.00
Material Subtotal						\$2,524,285.00
Other Material Markup Percentage (Maximum of 30%; enter %					10.00%	\$342,728.50
Bid Total (Enter this amount on Page 1 of the Bid Form)						\$3,770,013.50
Total Bid Price:						\$3,770,013.50
JSEB Requirement:						10%
JSEB Requirement (dollars):						\$377,001.35



1411824849 Appendix B - Bid Workbook						
Repair and Installation of Security Fencing FY25 - FY29						
(Only complete the prices in yellow cells)						
				Company:	Guardian Fence and Gates	
1. Labor Rates – Labor used for the repair and installation of the security fencing will be provided by the contractor. All services required (including attendance at meetings, back office support, preparation of reports, and travel) will be included in the below rates. Quantities below are the estimated hours for the entirety of the contract term. These quantities are for evaluation purposes and are not a guarantee of future business.						
	Item	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extended Price
1	Project Manager	Responsible for the account management, documentation, scheduling, estimation, billing, etc.	Standard Rate	1700	\$ 10.00	\$17,000.00
2	Fence Installation Foreman	Responsible for the management of helpers, jobsite efforts, sign-offs, installation, quality control for repairs, etc.	Standard Rate	8200	\$ 60.00	\$492,000.00
3			Emergency Rate	2500	\$ 70.00	\$175,000.00
4	Fence Installation Helper	Responsible for assisting foreman, installation, cleaning jobsites, etc.	Standard Rate	9000	\$ 40.00	\$360,000.00
5			Emergency Rate	2500	\$ 50.00	\$125,000.00
Subtotal						\$1,169,000.00
2. Materials – All materials used for the installation and repairs of the security fencing will be provided by the contractor. The material pricing below should include all standard delivery shipping and handling charges. Quantities below are estimated for the entirety of the contract term. These quantities are for evaluation purposes and are not a guarantee of future business.						
Item	Item Description		Unit of Measure	Est. Qty.	Unit Price	Extended Price
6	6' CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, W/HARDWARE		L.F.	5000	5.22	\$26,100.00
7	8' CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, W/HARDWARE		L.F.	25000	6.97	\$174,250.00
8	TENSION WIRE, 7 AWG, GALV		L.F.	25000	0.15	\$3,750.00
9	TOP GUARD, (3) STRANDS BARBED WIRE, GALV		L.F.	25000	0.34	\$8,500.00
10	TOP GUARD, ANGLE ARM BRACKET, GALV		EACH	2500	5	\$12,500.00
11	TOP RAIL, 1 5/8" SCH 40 TUBING, GALV		L.F.	25000	2.23	\$55,750.00
12	10' CORNER/END POST, 3" O.D. SCH 40, GALV, W/HARDWARE		EACH	900	61.31	\$55,179.00
13	12' CORNER/END POST, 3" O.D. SCH 40, GALV, W/HARDWARE		EACH	900	75.35	\$67,815.00
14	8' INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, W/HARDWARE		EACH	900	29.74	\$26,766.00
15	10' 6" INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, W/HARDWARE		EACH	2500	39.06	\$97,650.00
16	10' GATE POST, 4" O.D. SCH 40, GALV, W/HARDWARE		EACH	850	88.38	\$75,123.00
17	12' GATE POST, 4" O.D. SCH 40, GALV, W/HARDWARE		EACH	850	96.88	\$82,348.00
18	4" GATE HINGE, BULLDOG, GALV		EACH	2000	11	\$22,000.00
19	6' X 3' SINGLE GATE, GALV, W/HARDWARE		EACH	2	158.91	\$317.82
20	6' X 3' SINGLE GATE, GALV, W/HARDWARE AND (3) SBW (7' H)		EACH	2	167.97	\$335.94
21	6' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE		EACH	3	435.93	\$1,307.79
22	6' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE AND (3) SBW (7' H)		EACH	3	461.02	\$1,383.06
23	6' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE		EACH	30	504.48	\$15,134.40
24	6' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE AND (3) SBW (7' H)		EACH	30	537.84	\$16,135.20
25	6' X 20' DOUBLE GATE (2-10'), GALV, W/HARDWARE		EACH	15	588.1	\$8,821.50
26	6' X 20' DOUBLE GATE (2-10'), GALV, W/HARDWARE AND (3) SBW (7' H)		EACH	15	614.64	\$9,219.60
27	6' X 20' SLIDING GATE, GALV, W/HARDWARE		EACH	2	840	\$1,680.00
28	6' X 20' SLIDING GATE, GALV, W/HARDWARE AND (3) SBW (7' H)		EACH	2	940	\$1,880.00
29	8' X 3' SINGLE GATE, GALV, W/HARDWARE		EACH	2	192.84	\$385.68
30	8' X 3' SINGLE GATE, GALV, W/HARDWARE AND (3) SBW (9' H)		EACH	3	191.82	\$575.46
31	8' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE		EACH	5	518.77	\$2,593.85
32	8' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE AND (3) SBW (9' H)		EACH	5	550.44	\$2,752.20
33	8' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE		EACH	25	607.5	\$15,187.50
34	8' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE AND (3) SBW (9' H)		EACH	25	631.53	\$15,788.25
35	6' PVT MAXI-SLATS INSERTS, ALL COLORS		L.F.	15000	7.74	\$116,100.00
36	8' PVT MAXI-SLATS INSERTS, ALL COLORS		L.F.	10000	10.44	\$104,400.00
37	4' X 12' SINGLE T-LINE GATE, GALV, W/HARDWARE		EACH	100	130	\$13,000.00
38	4' X 16' SINGLE T-LINE GATE, GALV, W/HARDWARE		EACH	100	150	\$15,000.00
39	6' CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, VINYL COATED, W/HARDWARE		L.F.	7000	7.04	\$49,280.00
40	8' CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, VINYL COATED, W/HARDWARE		L.F.	7000	9.7	\$67,900.00
41	TENSION WIRE, 7 AWG, GALV, VINYL COATED		L.F.	7000	0.15	\$1,050.00
42	TOP GUARD, (3) STRANDS BARBED WIRE, GALV, VINYL COATED		L.F.	7000	0.5	\$3,500.00
43	TOP GUARD, ANGLE ARM BRACKET, GALV, VINYL COATED		EACH	40000	5	\$200,000.00
44	TOP RAIL, 1 5/8" SCH 40 TUBING, GALV, VINYL COATED		L.F.	40000	2.74	\$109,600.00
45	10' CORNER/END POST, 3" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED		EACH	2000	73.58	\$147,160.00
46	12' CORNER/END POST, 3" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED		EACH	1500	96.66	\$144,990.00
47	8' INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED		EACH	600	37.79	\$22,674.00
48	10' 6" INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED		EACH	2500	48.85	\$122,125.00
49	10' GATE POST, 4" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED		EACH	300	106.48	\$31,944.00
50	12' GATE POST, 4" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED		EACH	500	124.5	\$62,250.00
51	4" GATE HINGE, BULLDOG, GALV, VINYL COATED		EACH	1500	13	\$19,500.00
52	6' X 3' SINGLE GATE, GALV, W/HARDWARE, VINYL COATED		EACH	3	251.15	\$753.45

# Award #5 Supporting Documents 12/05/2024

53	6' X 3' SINGLE GATE, GALV, W/HARDWARE AND (3) SBW (7' H), VINYL COATED	EACH	3	282.4	\$847.20
54	6' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE, VINYL COATED	EACH	3	690.55	\$2,071.65
55	6' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE AND (3) SBW (7' H), VINYL COATED	EACH	3	719.35	\$2,158.05
56	6' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE, VINYL COATED	EACH	30	814.59	\$24,437.70
57	6' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE AND (3) SBW (7' H), VINYL COATED	EACH	30	832.95	\$24,988.50
58	6' X 20' DOUBLE GATE (2-10'), GALV, W/HARDWARE, VINYL COATED	EACH	17	932.44	\$15,851.48
59	6' X 20' DOUBLE GATE (2-10'), GALV, W/HARDWARE AND (3) SBW (7' H), VINYL COATED	EACH	17	933.42	\$15,868.14
60	6' X 20' SLIDING GATE, GALV, W/HARDWARE, VINYL COATED	EACH	8	1020	\$8,160.00
61	6' X 20' SLIDING GATE, GALV, W/HARDWARE AND (3) SBW (7' H), VINYL COATED	EACH	8	1120	\$8,960.00
62	8' X 3' SINGLE GATE, GALV, W/HARDWARE, VINYL COATED	EACH	5	315.82	\$1,579.10
63	8' X 3' SINGLE GATE, GALV, W/HARDWARE AND (3) SBW (9' H), VINYL COATED	EACH	5	321.59	\$1,607.95
64	8' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE, VINYL COATED	EACH	10	709.7	\$7,097.00
65	8' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE AND (3) SBW (9' H), VINYL COATED	EACH	10	834.68	\$8,346.80
66	8' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE, VINYL COATED	EACH	20	926.44	\$18,528.80
67	8' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE AND (3) SBW (9' H), VINYL COATED	EACH	20	962.31	\$19,246.20
68	8' X 16' CANTILEVER GATE, GALV, W/HARDWARE AND (3) SBW (9' H), VINYL COATED	EACH	8	1906.73	\$15,253.84
69	8' X 24' CANTILEVER GATE, GALV, W/HARDWARE AND (3) SBW (9' H), VINYL COATED	EACH	8	2046.04	\$16,368.32
70	6' AEGIS II CLASSIC 3-RAIL W/HARDWARE	LF	3000	107.68	\$323,040.00
71	8' AEGIS II INVINCIBLE 3-RAIL W/TOP GUARD W/HARDWARE	LF	850	160.3025	\$136,257.13
72	8' IMPASS II GAUNTLET 3-RAIL W/TOPGUARD W/ HARDWARE	LF	850	161.8675	\$137,587.38
73	TEMPORARY FENCING	LF	2000	6	\$12,000.00
				<b>Subtotal</b>	<b>\$2,832,710.93</b>

	Labor Subtotal	\$1,169,000.00
	Material Subtotal	\$2,832,710.93
	Other Material Markup Percentage (Maximum of 30%; enter %)	10.00%
		\$400,171.09

<b>Bid Total (Enter this amount on Page 1 of the Bid Form)</b>	<b>\$4,401,882.02</b>
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Total Bid Price:	\$4,401,882.02
JSEB Requirement:	10%
JSEB Requirement (dollars):	\$440,188.20





Trane U.S. Inc.  
8929 Western Way  
Jacksonville, FL 32256  
Phone: (904) 363-6088  
Fax: (904) 363-1134

December 2, 2024

Customer:  
JEA  
PO Box 4910  
Jacksonville, FL 32201-3220

Site Address:  
JEA Springfield (Shands) Central Plant  
2103 Boulevard  
Jacksonville, FL 32206

**ATTENTION:** Dan Weaver

**PROJECT NAME:** Springfield CH-4 R'Newal

### **TRANE CENTRAVAC® R'NEWAL® SERVICE PROGRAM**

Trane's CenTraVac R'newal Service Program is an exclusive, comprehensive factory warranted solution designed to restore critical components of your CenTraVac unit(s) to original operating condition, reliability, and life expectancy. The R'newal program is designed to decrease your chances of unscheduled downtime. This process replaces worn materials, restores compressor performance, and updates applicable components to current design. This service program is performed by Trane field personnel. Its intent is to address components whose wear over time presents a significant risk to unit reliability and operation. It is intended for owners with midlife equipment that want to get many more years out of their units.



The CenTraVac R'newal program is backed with a Trane warranty covering the compressor motor, bearings and lubrication system failures. This unique warranty reflects Trane's confidence in our motors as well as our factory-authorized service technicians who work on them.

Per the attached proposal, it is our recommendation that your chiller be scheduled for a CenTraVac Compressor R'newal service.

Thank you for giving us this opportunity. If you have any questions or concerns, please call me at (904) 363-6088.

Sincerely,

Boone Lewis  
Account Manager – Trane  
E-mail: boone.lewis@tranetechnologies.com  
Cell: (904) 402-4918

**PROPOSAL**

We are pleased to offer you this proposal for performance of the following Services for the Equipment listed:

## JEA Springfield (Shands) Central Plant

The following "Covered Equipment" will be serviced at JEA Shands Central Plant:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHF147NA2	L04L05160	CH 4

### SCOPE OF SERVICES

#### CENTRAVAC® COMPRESSOR R'NEWAL® SERVICE

- Refrigerant removal and replacement per applicable law
- Dismantling of the centrifugal compressor
- Refrigerant Analysis using Trane Chemical Laboratory\*
- **Send motor to Trane Charlottle motor facility for exchange motor program – re-install newly rewound exchange motor.**
- Inspection and verification of the inlet guide vane assembly, motor shaft, labyrinth seals, and the impellers compared to Trane specifications\*.
- Motor inspection including a rotor bar and resistance analysis of the motor to Trane specifications\*
- Verification and adjustment of the controls and measuring devices\*
- Inspection of the overload controls, contactors, wiring, and other starter components\*.
- Cleaning and inspection of the lubrication system including the oil pump, regulator, filters, heating elements, and sump\*
- Cleaning and inspection of economizer and liquid line flanges (recommend repair as necessary\*)
- Installation of new Trane compressor motor bearings
- Speed balance the rotor and impellers as one operating assembly prior to reassembly of the compressor
- Reassembly of the centrifugal compressor, auxiliary vapor and liquid lines, and sight glasses with all new Trane gaskets
- Replace oil pump and motor
- **Replace existing purge with new Earthwise Regenerative Purge**
- **Replace existing CH530 control panel and sensors with new Trane Symbio 800 control panel and sensors**
- Perform vibration analysis as a base line at chiller start-up
- Trane approved gaskets and terminal O-rings for terminal board
- Replace relief valve carbon disk and gaskets
- Chiller evacuation and leak testing to Trane specifications
- Charge with refrigerant and adjust charge as necessary (any additional refrigerant required must be provided by the Owner. Owner's approval will be required if refrigerant cleaning or additional refrigerant is needed.)
- Start-up and operation check by certified Trane technician
- Verification of operating parameters and adjustment of the chiller as per its original specifications
- Trane extended warranty on compressor motor, bearings, and lubrication system
- Installation of Trane R'newal nameplate indicating Trane issues CenTraVac compressor R'newal serial number.
- Factory parts and labor warranty – see Warranty section (below) for details

*\* Evaluations will be by Trane representative. Any required additional repairs will be brought to your attention, quoted separately, and will be done only following your approval.*

#### **CENTRAVAC R'NEWAL WARRANTY WITH MOTOR**

CenTraVac R'Newal includes a **one-year standard parts warranty and 90 days labor** on all components replaced as part of the offering.

In addition, the compressor motor, compressor motor bearings, and lubrication system will be covered by the Limited Factory Warranty for the term purchased (see below):

- **7 Years Parts & Labor:** This offering requires the purchase of the Trane Service Agreement. The service agreement shall include, at a minimum three inspections and one oil analysis per year. The oil analysis will be completed by the Trane Chemical Laboratory. If the Trane Service Agreement is cancelled before the end of the warranty period, Limited Factory Warranty is void. As a condition of the program, the motor must be sent to Charlotte if the chiller is over 18 years.

**Symbio Control Panel** upgrade and new **Earthwise Purge** Upgrade:

- **5 Years Parts & Labor:** This offering requires the purchase of the Trane Service Agreement. The service agreement shall include, at a minimum three inspections per year.

## CLARIFICATIONS

- The existing chiller refrigerant will be re-used provided it meets standards. Refrigerant cleaning, reclaiming, and additional refrigerant are not included and will be billable in addition to this proposal.
- Liquid and economizer line repairs, upon inspection, will be quoted in addition to this proposal.
- ASHRAE Std. 15 requirements for refrigerant monitor and self-contained breathing apparatus are not included. Please request a separate proposal if the equipment room does not meet this requirement.
- Disposal of waste oil shall be handled by Trane in accordance with EPA regulation and Trane oil disposal policy.
- The existing insulation will be re-used when possible. New insulation, if necessary, will be quoted in addition to this proposal.
- Upgrades to the motor starter and controls are not included in this proposal.
- Labor is at normal working hours only and excludes labor costs due to unusual equipment access. All crane costs are excluded.
- The Limited Factory Warranty is available at the URL listed below and is incorporated herein by this reference: [RNC-SVW001A-EN\\_07132021.pdf \(trane.com\)](#)
- Customer must have service contract in place during R'Newal warranty



**TOTAL PRICE:** .....\$317,120.00 USD**CLARIFICATIONS**

1. Price does not include applicable sales taxes, which will be added and reflected in the invoice(s).
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer. In the event a "Service Project" is also included as part of the Agreement funding option, Customer shall pay to Company the Cancellation Fee which shall be set forth in "Exhibit A" Cancellation Schedule attached hereto, which Cancellation Fee represents unbilled labor, non-labor expenses, and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 7 of the attached Terms and Conditions – Quoted Service.

**This proposal is valid 30 days from December 2, 2024.**

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.**

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Boone Lewis
_____ Printed Name	_____ Proposal Date: December 2, 2024
_____ Title	_____ Cell: (904) 402-4918
_____ Purchase Order	_____ Office: (904) 363-6088
_____ Acceptance Date	_____ License Number: CMC1249843
	_____ Authorized Representative
	_____ Title
	_____ Signature Date

**TERMS AND CONDITIONS – QUOTED SERVICE****"Company" shall mean Trane U.S. Inc..**

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

**1. Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

**4. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**5. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**6. Services Fees and Taxes.** Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

**7. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

**8. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

**9. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**10. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**11. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**12. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR**

**SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.**

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

**13. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**14. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**15. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

**16. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**17. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

**18. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**19. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**20. Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

#### 21. U.S. Government Contracts.

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)

Supersedes 1-10.48 (0720)



## APPENDIX

### SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

#### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

#### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

#### CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





Trane U.S. Inc.  
8929 Western Way  
Jacksonville, FL 32256  
Phone: (904) 363-6088  
Fax: (904) 363-1134

December 2, 2024

Customer:  
JEA  
PO Box 4910  
Jacksonville, FL 32201-3220

Site Address:  
JEA Springfield (Shands) Central Plant  
2103 Boulevard  
Jacksonville, FL 32206

**ATTENTION:** Dan Weaver

**PROJECT NAME:** Springfield CH-5 R'Newal

### **TRANE CENTRAVAC® R'NEWAL® SERVICE PROGRAM**

Trane's CenTraVac R'newal Service Program is an exclusive, comprehensive factory warranted solution designed to restore critical components of your CenTraVac unit(s) to original operating condition, reliability, and life expectancy. The R'newal program is designed to decrease your chances of unscheduled downtime. This process replaces worn materials, restores compressor performance, and updates applicable components to current design. This service program is performed by Trane field personnel. Its intent is to address components whose wear over time presents a significant risk to unit reliability and operation. It is intended for owners with midlife equipment that want to get many more years out of their units.



The CenTraVac R'newal program is backed with a Trane warranty covering the compressor motor, bearings and lubrication system failures. This unique warranty reflects Trane's confidence in our motors as well as our factory-authorized service technicians who work on them.

Per the attached proposal, it is our recommendation that your chiller be scheduled for a CenTraVac Compressor R'newal service.

Thank you for giving us this opportunity. If you have any questions or concerns, please call me at (904) 363-6088.

Sincerely,

Boone Lewis  
Account Manager – Trane  
E-mail: boone.lewis@tranetechnologies.com  
Cell: (904) 402-4918

**PROPOSAL**

We are pleased to offer you this proposal for performance of the following Services for the Equipment listed:

## JEA Springfield (Shands) Central Plant

The following "Covered Equipment" will be serviced at JEA Shands Central Plant:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHF147NA2	L04L05309	CH 5

### SCOPE OF SERVICES

#### CENTRAVAC® COMPRESSOR R'NEWAL® SERVICE

- Refrigerant removal and replacement per applicable law
- Dismantling of the centrifugal compressor
- Refrigerant Analysis using Trane Chemical Laboratory\*
- **Send motor to Trane Charlottle motor facility for exchange motor program – re-install newly rewound exchange motor.**
- Inspection and verification of the inlet guide vane assembly, motor shaft, labyrinth seals, and the impellers compared to Trane specifications\*.
- Motor inspection including a rotor bar and resistance analysis of the motor to Trane specifications\*
- Verification and adjustment of the controls and measuring devices\*
- Inspection of the overload controls, contactors, wiring, and other starter components\*.
- Cleaning and inspection of the lubrication system including the oil pump, regulator, filters, heating elements, and sump\*
- Cleaning and inspection of economizer and liquid line flanges (recommend repair as necessary\*)
- Installation of new Trane compressor motor bearings
- Speed balance the rotor and impellers as one operating assembly prior to reassembly of the compressor
- Reassembly of the centrifugal compressor, auxiliary vapor and liquid lines, and sight glasses with all new Trane gaskets
- Replace oil pump and motor
- **Replace existing purge with new Earthwise Regenerative Purge**
- **Replace existing CH530 control panel and sensors with new Trane Symbio 800 control panel and sensors**
- Perform vibration analysis as a base line at chiller start-up
- Trane approved gaskets and terminal O-rings for terminal board
- Replace relief valve carbon disk and gaskets
- Chiller evacuation and leak testing to Trane specifications
- Charge with refrigerant and adjust charge as necessary (any additional refrigerant required must be provided by the Owner. Owner's approval will be required if refrigerant cleaning or additional refrigerant is needed.)
- Start-up and operation check by certified Trane technician
- Verification of operating parameters and adjustment of the chiller as per its original specifications
- Trane extended warranty on compressor motor, bearings, and lubrication system
- Installation of Trane R'newal nameplate indicating Trane issues CenTraVac compressor R'newal serial number.
- Factory parts and labor warranty – see Warranty section (below) for details

*\* Evaluations will be by Trane representative. Any required additional repairs will be brought to your attention, quoted separately, and will be done only following your approval.*

#### **CENTRAVAC R'NEWAL WARRANTY WITH MOTOR**

CenTraVac R'newal includes a **one-year standard parts warranty and 90 days labor** on all components replaced as part of the offering.

In addition, the compressor motor, compressor motor bearings, and lubrication system will be covered by the Limited Factory Warranty for the term purchased (see below):

- **7 Years Parts & Labor:** This offering requires the purchase of the Trane Service Agreement. The service agreement shall include, at a minimum three inspections and one oil analysis per year. The oil analysis will be completed by the Trane Chemical Laboratory. If the Trane Service Agreement is cancelled before the end of the warranty period, Limited Factory Warranty is void. As a condition of the program, the motor must be sent to Charlotte if the chiller is over 18 years.

**Symbio Control Panel** upgrade and new **Earthwise Purge** Upgrade:

- **5 Years Parts & Labor:** This offering requires the purchase of the Trane Service Agreement. The service agreement shall include, at a minimum three inspections per year.

## CLARIFICATIONS

- The existing chiller refrigerant will be re-used provided it meets standards. Refrigerant cleaning, reclaiming, and additional refrigerant are not included and will be billable in addition to this proposal.
- Liquid and economizer line repairs, upon inspection, will be quoted in addition to this proposal.
- ASHRAE Std. 15 requirements for refrigerant monitor and self-contained breathing apparatus are not included. Please request a separate proposal if the equipment room does not meet this requirement.
- Disposal of waste oil shall be handled by Trane in accordance with EPA regulation and Trane oil disposal policy.
- The existing insulation will be re-used when possible. New insulation, if necessary, will be quoted in addition to this proposal.
- Upgrades to the motor starter and controls are not included in this proposal.
- Labor is at normal working hours only and excludes labor costs due to unusual equipment access. All crane costs are excluded.
- The Limited Factory Warranty is available at the URL listed below and is incorporated herein by this reference: [RNC-SVW001A-EN\\_07132021.pdf \(trane.com\)](#)
- Customer must have service contract in place during Rnewal warranty



**TOTAL PRICE:** .....\$317,120.00 USD**CLARIFICATIONS**

1. Price does not include applicable sales taxes, which will be added and reflected in the invoice(s).
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer. In the event a "Service Project" is also included as part of the Agreement funding option, Customer shall pay to Company the Cancellation Fee which shall be set forth in "Exhibit A" Cancellation Schedule attached hereto, which Cancellation Fee represents unbilled labor, non-labor expenses, and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 7 of the attached Terms and Conditions – Quoted Service.

**This proposal is valid 30 days from December 2, 2024.**

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.**

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Boone Lewis
_____ Printed Name	_____ Proposal Date: December 2, 2024
_____ Title	_____ Cell: (904) 402-4918
	_____ Office: (904) 363-6088
	_____ License Number: CMC1249843
_____ Purchase Order	_____ Authorized Representative
_____ Acceptance Date	_____ Title
	_____ Signature Date

**TERMS AND CONDITIONS – QUOTED SERVICE**

“Company” shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

**1. Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

**4. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**5. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**6. Services Fees and Taxes.** Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

**7. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

**8. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

**9. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**10. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**11. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”) including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**12. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the “Limited Warranty”). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company (“Third-Party Product(s)”) are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR**

**SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.**

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

**13. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**14. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**15. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

**16. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**17. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

**18. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**19. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**20. Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

#### 21. U.S. Government Contracts.

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)

Supersedes 1-10.48 (0720)



## APPENDIX

### SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

#### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

#### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

#### CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



## ***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:**

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#### **Description of Services or Supplies provided by Vendor:**

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

10/31/2024

**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.**

**AGREEMENT FOR SERVICES BETWEEN VILLAGE COMMUNITY DEVELOPMENT NO. 1  
DISTRICT AND ASP UNDERGROUND SOLUTIONS, INC.  
FOR ON-CALL SERVICES FOR GEOLOGICAL ANOMOLIES & STORMWATER SYSTEMS  
RFP #24P-038**

**THIS AGREEMENT** is made this 11<sup>th</sup> day of October 2024 (hereafter referred to as "effective date") by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 1** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, and **ASP UNDERGROUND SOLUTIONS, INC.** (hereafter referred to as "CONTRACTOR/SUPPLIER"), whose address is 6920 Charles Humphrey Road, Plant City, Florida 33565.

**RECITALS**

WHEREAS, the DISTRICT owns or operates certain real property requiring proposals for Geological Anomalies & Stormwater Systems Services, and wishes to enter into an Agreement with a party capable of providing suitable Geological Anomalies & Stormwater Systems Services; and

WHEREAS, CONTRACTOR provides Geological Anomalies & Stormwater Systems Services for properties such as those owned or operated by the DISTRICT, and wishes to enter into a contract whereby the CONTRACTOR performs services for the DISTRICT in consideration of payments from the DISTRICT to the CONTRACTOR;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

**1. SERVICES BY CONTRACTOR**

- 1.1 SUPPLIER, for and in consideration of the payments hereinafter specified and agreed to be made by DISTRICT, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for Geological Anomalies & Stormwater Systems Services, Request for Proposals (RFP) #24P-038, hereinafter referred to as RFP. Specifications and other contract documents, as defined in said RFP, and all other related documents cited in the above stated RFP are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
- 1.2 All maintenance and repair of equipment shall be the responsibility of the SUPPLIER, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this Agreement.
- 1.3 The SUPPLIER shall promptly notify the DISTRICT of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the SUPPLIER required by this Agreement. SUPPLIER agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- 1.4 The SUPPLIER shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from SUPPLIER's operations, including site clean-up and policing on a daily basis. The SUPPLIER shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The SUPPLIER shall ensure that all handling and disposal of refuse materials performed pursuant to this Agreement is performed in compliance with all local, state and federal regulations.
- 1.5 All SUPPLIER and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- 1.6 SUPPLIER shall be responsible for adhering to all federal, state and local safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the SUPPLIER.
- 1.7 SUPPLIER acknowledges that the public may associate the SUPPLIER as an employee of the DISTRICT while the SUPPLIER performs services on the DISTRICT's property. SUPPLIER agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICTS business operation. DISTRICT reserves the right to approve dress codes for the SUPPLIER's employees.

- 1.8 SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- 1.9 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, SUPPLIER must only employ individuals who are legally authorized to work in the United States of America. SUPPLIER hereby is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons (including subcontractors) employed/assigned during the contract term by the SUPPLIER to perform work pursuant to this Agreement. To certify participation in the program, SUPPLIER and any subcontractors to the SUPPLIER, is required to sign an E-Verify SUPPLIER/Subcontractor Affidavit. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the SUPPLIER, solely, will be responsible and liable for any violations and or penalties associated with such violation.

## **2. PAYMENT**

- 2.1 In consideration of the services provided by the SUPPLIER pursuant to this Agreement, DISTRICT agrees to pay to SUPPLIER the unit prices submitted by SUPPLIER as a result of SUPPLIER's response to RFP #24P-038 as provided for in Exhibit "A" to this Agreement.
- 2.2 Invoices shall be submitted via email to [accountspayable@districtgov.org](mailto:accountspayable@districtgov.org) Payment by the DISTRICT will made per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- 2.3 The DISTRICT agrees to pay the SUPPLIER for additional work performed by the SUPPLIER pursuant to written orders placed by the DISTRICT, at a rate equal to component unit costs of labor and equipment charged by the SUPPLIER under the terms of this Agreement.

## **3. UNUSUAL COSTS**

- 3.1 The CONTRACTOR may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the CONTRACTOR petitions for such an increase, the CONTRACTOR shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.
- 3.2 The CONTRACTOR'S request shall contain substantial proof and justification to support the need for the rate adjustment. The District may request from the CONTRACTOR, and the CONTRACTOR shall provide, such further information as may be reasonably necessary in making its determination. The District shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the District. Any price redetermination shall be solely based upon the documentation provided and the District reserves the right to rescind any price relief granted should the circumstances change and prices go down.

## **4. CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire Contract between DISTRICT and SUPPLIER and which are made part hereof by this reference, consist of the following:

- 4.1 Request for Proposals
- 4.2 Instructions, Terms, and Conditions
- 4.3 Proposal Forms
- 4.4 Wildlife Habitat Management Plan (if applicable)
- 4.5 Proposer's Certification
- 4.6 Insurance Requirements
- 4.7 General Terms and Conditions
- 4.8 Scrutinized Companies
- 4.9 Drug Free Workplace Certificate
- 4.10 Anti-Collusion Statement
- 4.11 Statement of Contractor's Experience, Equipment & Personnel



- 4.12 W-9
- 4.13 E-Verify Contractor/Subcontractor Affidavit
- 4.14 Scope of Work / Specifications
- 4.15 Agreement for Services
- 4.16 Permits / Licenses
- 4.17 All PROPOSAL Addenda Issued Prior to PROPOSAL Opening Date
- 4.18 All Modifications and Change Orders Issued
- 4.19 Notice of Award / Notice to Proceed

## 5. TERM

The initial term of Agreement shall be effective date through September 30, 2026, with the option to renew for one (1) two (2) year period. Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. At a minimum of six (6) months prior to the end of the initial term, CONTRACTOR may submit a request in writing to the District to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. No increase shall exceed 5% without Board approval.

## 6. INSURANCE

- 6.1 **General Liability.** CONTRACTOR shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the CONTRACTOR, sub consultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. DISTRICT(s) shall be named as Additional Insured.
- 6.2 **Automobile Liability Insurance** covering all automobiles and trucks the CONTRACTOR may use in connection with this RFP. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. DISTRICT(s) shall be named as Additional Insured.
- 6.3 **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability or automobile insurance coverage limits.
- 6.4 **Waiver of Subrogation:** By entering into any contract as a result of this RFP, CONTRACTOR agrees to a Waiver of Subrogation for each policy required above.
- 6.5 **Workers' Compensation Insurance, as required by the State of Florida.** As required by the State of Florida. CONTRACTOR and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. CONTRACTOR must provide certificate of insurance showing Worker's Compensation coverage.
- 6.6 **Certificate(s) shall be dated and show:**
  - 6.6.1 The name of the insured CONTRACTOR, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.
  - 6.6.2 Statement that the insurer will mail notice to the DISTRICT at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
  - 6.6.3 Subrogation of Waiver clause.
  - 6.6.4 The Village Center Community Development District and any other governmental agencies using this Agreement in cooperation with the DISTRICT shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
  - 6.6.5 The CONTRACTOR shall require of each its sub consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub consultants and/or subcontractors in its policy as described above.
  - 6.6.6 All insurance policies shall be written on companies authorized to do business in the State of Florida.

**7. TERMINATION BY THE DISTRICT**

- 7.1 The performance of work under this Contract may be terminated by DISTRICT in accordance with this clause in whole or from time to time in part, whenever DISTRICT determines that SUPPLIER is in default of the terms of this Agreement. Any such termination shall be effected by delivery to SUPPLIER a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.
- 7.2 After receipt of a Notice of Termination, and except as otherwise directed, SUPPLIER shall:  
Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- 7.2.2 Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Contract.
- 7.2.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- 7.2.4 Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts and request the approval or ratification by the DISTRICT to the extent SUPPLIER may require, which approval or ratification shall be final for all purposes of this clause.
- 7.2.5 Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.
- 7.3 After receipt of a Notice of Termination, SUPPLIER shall submit to DISTRICT SUPPLIER's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by DISTRICT. No claim will be allowed for any expense incurred by SUPPLIER to after the receipt of the Notice of Termination and SUPPLIER shall be deemed to waive any right to any further compensation.
- 7.4 SUPPLIER and DISTRICT may agree upon the whole or any part of the amount or amounts to be paid to SUPPLIER by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.
- 7.5 DISTRICT may, for any reason, terminate performance under this Agreement by the SUPPLIER for convenience upon thirty (30) days written notice. DISTRICT will not be held responsible for any loss incurred by SUPPLIER as a result of DISTRICT's election to terminate this Agreement pursuant to this paragraph.

**8. WARRANTY**

- 8.1 The SUPPLIER warrants to the DISTRICT that all materials and equipment furnished under the Agreement will be of good quality, new, and fit for the purpose intended. Unless otherwise required or permitted by the Agreement Documents, the work will be free from defects not inherent in the quality required or permitted, and the work will conform to the requirements of the Agreement Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
- The SUPPLIER's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the SUPPLIER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.
- a. If applicable, all materials shall be under SUPPLIER warranty for a period of ninety (90) days. Such warranty period shall begin on the date the final payment to SUPPLIER by the DISTRICT is issued.
- b. All other labor and workmanship shall be under SUPPLIER warranty for a period of one (1) year; all materials shall be per Manufacturer's warranty. Such warranty period shall begin on the date of the final payment to SUPPLIER by the DISTRICT is issued.
- c. The chemical grout shall be certified by the manufacturer for the specified material properties and the intended use. The SUPPLIER shall warrant the chemical grout installation for five (5) years from final completion. During the warranty period, any defects which affect the function, integrity or strength of the grout shall be repaired or replaced at the CONTRACTOR's expense in a manner agreed to by the District.

**9. SELF HELP BY DISTRICT**

- 9.1 Within 72 hours after being notified by DISTRICT in writing or verbally of defective or unacceptable work, if the CONTRACTOR fails to correct such work, DISTRICT may cause the unacceptable or defective work to be corrected. If the DISTRICT corrects the work, the DISTRICT shall be entitled to deduct from any monies due, or which may become due to CONTRACTOR, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such 72 hour period, and the CONTRACTOR immediately begins corrective work, and DISTRICT reasonably determines that the CONTRACTOR is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow CONTRACTOR to complete correction of the defective or unacceptable work. In addition, if the CONTRACTOR, for any reason, fails to perform any portion of the services required by the CONTRACTOR pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to CONTRACTOR the actual expenditures that are necessary to complete the services not performed.
- 9.2 All costs and expenses incurred by DISTRICT pursuant to this section shall be deducted from monies due, or which may become due to SUPPLIER for its obligations herein.
- 9.3 The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive DISTRICT's right to declare the SUPPLIER in default in accordance with applicable provisions of the Agreement.
- 9.4 The accumulation of three (3) 72 hour notices within a six (6) month period may result in termination of the Agreement as determined by the DISTRICT.

**9.5 SATISFACTORY PERFORMANCE**

- 9.5.1 It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired. However, in the event it does not, SUPPLIER agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the DISTRICT in its discretion.
- 9.5.2 The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the grounds will be reviewed on a daily basis by the DISTRICT. SUPPLIER performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.
- 9.5.3 Any damage to DISTRICT property by the SUPPLIER shall be repaired by the respective tradesmen initiated through the DISTRICT Representative so all warranties remain effective. All billing for said repairs will be directed to the SUPPLIER responsible for said area and cost of repairs.

**10. ASSIGNMENT**

- 10.1 This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of DISTRICT. No such approval by DISTRICT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DISTRICT. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DISTRICT shall deem necessary.

**11. NOTICE OF SALE OR MERGER**

- 11.1 SUPPLIER may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event SUPPLIER intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing the services required of SUPPLIER under this Agreement, or to a third party that is not approved by DISTRICT, then SUPPLIER shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from SUPPLIER for its breach of contract, in addition to any other remedy provided for in this Agreement.



**12. BREACH OF CONTRACT**

- 12.1 The failure of SUPPLIER to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by SUPPLIER. In such event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the SUPPLIER from future bids and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.

**13. IDEMNIFICATION**

- 13.1 To the fullest extent permitted by Florida Statute 725.06, SUPPLIER shall indemnify and hold harmless the DISTRICT and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of SUPPLIER, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable. The monetary limitation on the extent of the indemnification by SUPPLIER shall be \$1 million dollars per occurrence.

**14. OTHER MATTERS**

- 14.1 SUPPLIER shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.
- 14.2 SUPPLIER shall maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the DISTRICT's Human Resources Department; however, the SUPPLIER acknowledges that the DISTRICT shall have no responsibility for making any disclosures to SUPPLIER's employees or agents.
- 14.3 The obligations of the SUPPLIERS under this Agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- 14.4 In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.
- 14.5 The venue for the enforcement, construction or interpretation of this Agreement, shall be the District or Circuit Court for Sumter County, Florida, and SUPPLIER does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the Agreement, or its duties, obligations, or responsibilities or rights hereunder.
- 14.6 SUPPLIER does hereby specifically promise and agree to "hold harmless", defend and indemnify the DISTRICT and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.
- 14.7 SUPPLIER shall not be construed to be the agent, servant or employee of the DISTRICT or of any elected or appointed official thereof, for any purpose whatsoever, and further SUPPLIER shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the DISTRICT.
- 14.8 These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The SUPPLIER recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.

- 14.9 It may become necessary that additional areas are to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the execution of an amendment to the Agreement. Cost increases or decreases will be based on the unit prices proposed by the SUPPLIER as provided for in Exhibit "A" to the Agreement.
- 14.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 14.11 Time is of the essence in the performance of this Contract. The SUPPLIER specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be done according to specifications, subject only to delays caused through no fault of the SUPPLIER.
- 14.12 Award of this project shall impose no obligation on the District to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The District specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the District's best interest.
- 14.13 Contractor is hereby notified of the provisions of section 287.05701, Florida Statute, as amended, that the DISTRICT will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Contractor is further notified that the DISTRICT's governing body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

**15. SUPPLIER'S REPRESENTATIONS**

- 15.1 SUPPLIER makes the following representations:
- 15.2 SUPPLIER has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- 15.3 SUPPLIER declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that SUPPLIER has satisfied itself relative to the work to be performed.
- 15.4 SUPPLIER has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- 15.5 SUPPLIER has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- 15.6 SUPPLIER declares that submission of a bid for the work constitutes an incontrovertible representation that the SUPPLIER has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- 15.7 Equal Opportunity: SUPPLIER assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
- 15.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a SUPPLIER, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted Respondent list.

15.9 Public Records Act/Chapter 119 Requirements: SUPPLIER /Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this Agreement is one for which services are provided by doing the following:

- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
- Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfers to the DISTRICT, at no cost, all public records in possession of the SUPPLIER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the DISTRICT in a format that is compatible with the current information technology systems of the DISTRICT.

**IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**JENNIFER FARLOW, DISTRICT CLERK  
984 OLD MILL RUN, THE VILLAGES FL 32162  
PHONE: 352-751-3939  
EMAIL: jennifer.farlow@districtgov.org**

**IN WITNESS WHEREOF**, said DISTRICT has caused this Agreement to be executed in its name by the Chairman of the **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 1**, attested by the clerk of said DISTRICT, and **ASP UNDERGROUND SOLUTIONS, INC.** has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO. 1**

**ASP UNDERGROUND  
SOLUTIONS, INC.**

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

Print Name

Print Title

Date

Attest

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

Print Name

Print Title

Date

Attest



VILLAGE COMMUNITY DEVELOPMENT DISTRICTS				
On-call Services for Geological Anomalies & Stormwater Systems				
PRICING INPUT FORM RFP # 24P-038				
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
1	Mobilization/Demobilization	1	DAY	\$2,500.00
2	Tier 1 Maintenance of Traffic (all-inclusive)	1	HOURLY	\$650.00
3	Tier 2 Maintenance of Traffic (all-inclusive)	1	HOURLY	\$1,250.00
LABOR & EQUIPMENT				
4	Foreman	1	HOURLY	\$105.00
5	Skilled Laborer	1	HOURLY	\$85.00
6	General Laborer	1	HOURLY	\$65.00
7	Vacuum Truck or Trailer	1	DAY	N/A
8	Mini Dump Truck	1	DAY	N/A
9	Rubber-Track Mini-Excavator w/ Approx. 18' Reach	1	DAY	\$2,500.00
10	Excavator w/ Approx. 20'-25' Reach	1	DAY	N/A
11	Excavator w/ Approx. 25'-30' Reach	1	DAY	N/A
12	Front-end Loader	1	DAY	N/A
13	Skid Steer Loader	1	DAY	\$3,650.00
14	Mini Skid Steer Loader	1	DAY	\$1,250.00
15	Gator Utility Vehicle (or equivalent)	1	DAY	N/A
16	Trench Box	1	DAY	N/A
STORMWATER				
17	12" External Repair Sleeve	1	EA	N/A
18	15" External Repair Sleeve	1	EA	N/A
19	18" External Repair Sleeve	1	EA	N/A
20	24" External Repair Sleeve	1	EA	N/A
21	30" External Repair Sleeve	1	EA	N/A
22	36" External Repair Sleeve	1	EA	N/A
23	42" External Repair Sleeve	1	EA	N/A
24	48" External Repair Sleeve	1	EA	N/A
25	54" External Repair Sleeve	1	EA	N/A
26	60" External Repair Sleeve	1	EA	N/A
27	66" External Repair Sleeve	1	EA	N/A
28	72" External Repair Sleeve	1	EA	N/A
29	12" Marmac Coupler	1	EA	N/A
30	15" Marmac Coupler	1	EA	N/A
31	18" Marmac Coupler	1	EA	N/A
32	24" Marmac Coupler	1	EA	N/A
33	30" Marmac Coupler	1	EA	N/A
34	36" Marmac Coupler	1	EA	N/A
35	42" Marmac Coupler	1	EA	N/A
36	48" Marmac Coupler	1	EA	N/A
37	54" Marmac Coupler	1	EA	N/A
38	60" Marmac Coupler	1	EA	N/A
39	66" Marmac Coupler	1	EA	N/A
40	72" Marmac Coupler	1	EA	N/A
1 - 8' Depth				
41	12" RCP Class III	1	LF	N/A
42	15" RCP Class III	1	LF	N/A
43	18" RCP Class III	1	LF	N/A
44	24" RCP Class III	1	LF	N/A
45	30" RCP Class III	1	LF	N/A
46	36" RCP Class III	1	LF	N/A
47	42" RCP Class III	1	LF	N/A
48	48" RCP Class III	1	LF	N/A
49	54" RCP Class III	1	LF	N/A
50	60" RCP Class III	1	LF	N/A
51	66" RCP Class III	1	LF	N/A
52	72" RCP Class III	1	LF	N/A
8.5'+ Depth				
53	12" RCP Class III	1	LF	N/A
54	15" RCP Class III	1	LF	N/A
55	18" RCP Class III	1	LF	N/A
56	24" RCP Class III	1	LF	N/A
57	30" RCP Class III	1	LF	N/A
58	36" RCP Class III	1	LF	N/A
59	42" RCP Class III	1	LF	N/A
60	48" RCP Class III	1	LF	N/A
61	54" RCP Class III	1	LF	N/A
62	60" RCP Class III	1	LF	N/A
63	66" RCP Class III	1	LF	N/A
64	72" RCP Class III	1	LF	N/A
1 - 8' Depth				
65	8" HDPE Pipe (HP) with Class II Backfill	1	LF	N/A
66	10" HDPE Pipe (HP) with Class II Backfill	1	LF	N/A
67	12" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
68	15" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A



69	18" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
70	24" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
71	30" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
72	36" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
73	42" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
74	48" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
75	54" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
76	60" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
77	66" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
78	72" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
8.5'+ Depth				
79	8" HDPE Pipe (HP) with Class II Backfill	1	LF	N/A
80	10" HDPE Pipe (HP) with Class II Backfill	1	LF	N/A
81	12" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
82	15" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
83	18" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
84	24" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
85	30" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
86	36" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
87	42" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
88	48" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
89	54" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
90	60" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
91	66" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
92	72" HDPE Pipe (HP) with Class I Backfill	1	LF	N/A
EMOLLITION AND RESTORATION ITEMS				
93	Ditch Bottom Inlet Type C	1	EA	N/A
94	Ditch Bottom Inlet Type E	1	EA	N/A
95	Gutter Inlet Type V	1	EA	N/A
96	Manhole Type PS	1	EA	N/A
97	Manhole Type JS	1	EA	N/A
98	Curb Inlet Type P-6 (modified)	1	EA	N/A
99	4" Core Bore Manhole	1	EA	N/A
100	6" Core Bore Manhole	1	EA	N/A
101	8" Core Bore Manhole	1	EA	N/A
102	12" Core Bore Manhole	1	EA	N/A
103	12" Yard Drain	1	EA	N/A
104	18" Yard Drain	1	EA	N/A
105	24" Yard Drain	1	EA	N/A
106	Manhole Type P7T	1	EA	N/A
107	Manhole Type J7T	1	EA	N/A
108	Stormwater Manhole Ring Riser	1	EA	N/A
109	Adjust Existing Stormwater Manhole Ring	1	EA	N/A
110	Class I Concrete (endwall)	1	CY	N/A
111	Class I Concrete (weir)	1	CY	N/A
112	Class I Concrete (MES)	1	CY	N/A
113	Gate Valve 6"	1	EA	N/A
114	Gate Valve 8"	1	EA	N/A
115	Gate Valve 10"	1	EA	N/A
116	Gate Valve 12"	1	EA	N/A
117	Gate Valve 16"	1	EA	N/A
118	Pipe Removal < 18"	1	LF	N/A
119	Pipe Removal > 18"	1	LF	N/A
120	Utility Manhole Remove and Dispose < 12'	1	EA	N/A
121	Utility Manhole Remove and Dispose > 12'	1	EA	N/A
122	12" Stabilized Subgrade (LBR - 40)	1	SY	N/A
123	4" Concrete Sidewalk	1	SY	N/A
124	6" Concrete Sidewalk	1	SY	N/A
125	6" Concrete Driveway	1	SY	N/A
126	Type F Curb or Valley Gutter	1	LF	N/A
127	6" x 16" Vertical Curb	1	LF	N/A
128	24" Miami Curb	1	LF	N/A
129	8" Ribbon Curb	1	LF	N/A
130	12" Ribbon Curb	1	LF	N/A
131	6" (300 psi) Soil Cement (with prime)	1	SY	N/A
132	8" (300 psi) Soil Cement (with prime)	1	SY	N/A
133	10" (300 psi) Soil Cement (with prime)	1	SY	N/A
134	10" Crushed Concrete Base Course	1	SY	N/A
135	12" Crushed Concrete Base Course	1	SY	N/A
136	Remove and Palletize Street Bricks	1	SY	N/A
137	Replace Street Bricks (including setting bed)	1	SY	N/A
138	Saw Cut Asphalt Pavement	1	LF	N/A
139	Saw Cut Concrete Pavement	1	LF	N/A
140	Remove and Dispose Roadway Pavement and Base	1	SY	N/A
141	Remove and Dispose Concrete Sidewalk or Driveway	1	SY	N/A
142	Remove and Dispose Concrete Curb or Valley Gutter	1	SY	N/A
143	40 Mil. HDPE Retention Pond Liner w/ 6" Welding Edge	1	SF	N/A
144	Bentonite Clay Geosynthetic Retention Pond Liner	1	SF	N/A
EROSION & SEDIMENT CONTROL (including NPDES, NOI, & SWPPP)				



145	Projects Under 1 Acre Disturbed Area	1	EA	N/A
146	Projects 1 to 5 Acres Disturbed Area	1	EA	N/A
147	Projects Over 5 Acres Disturbed Area	1	EA	N/A
148	Silt Fence	1	LF	N/A
<b>TEMPORARY DEWATERING (including ALL PERMITS)</b>				
149	Pump Set-Up & Monitoring/Maintenance	1	HOURLY	\$120.00
150	3" or 4" Hydraulic Pump	1	HOURLY	\$325.00
151	6" Hydraulic Pump	1	HOURLY	\$395.00
152	8" Hydraulic Pump	1	HOURLY	\$450.00
153	Pump Fuel Costs	1	EA	\$1,950.00
154	Well Point System	1	DAY	\$1,500.00
155	Up to 24" Plug Set in Structure or Outfall	1	EA	\$2,250.00
156	30" - 54" Plug Set in Structure or Outfall	1	EA	\$3,500.00
157	60" - 72" Plug Set in Structure or Outfall	1	EA	\$4,500.00
158	12"-24" Plug Rental	1	EA	\$2,250.00
159	15"-30" Plug Rental	1	EA	\$2,300.00
160	20"-40" Plug Rental	1	EA	\$2,900.00
161	24"-48" Plug Rental	1	EA	\$4,150.00
162	24"-60" Plug Rental	1	EA	\$6,550.00
163	48"-72" Plug Rental	1	EA	\$7,800.00
164	60"-96" Plug Rental	1	EA	\$9,950.00
<b>ROADWAY &amp; EARTHWORK</b>				
165	Excavation	1	SY	N/A
166	Grading	1	SY	N/A
167	6" Stabilized Subgrade Under Curbs	1	SY	N/A
168	12" Compacted Subgrade	1	SY	N/A
169	12" Stabilized Subgrade	1	SY	N/A
170	High Quality Clay Fill Material	1	CY	N/A
171	Terra Clay Fill Material	1	CY	N/A
172	Topsoil Cover Material	1	CY	N/A
173	Fieldstone	1	TON	N/A
174	Concrete	1	SF	N/A
175	Hydraulic Cement	1	LBS	N/A
176	Florham St. Augustine Sod	1	SF	N/A
177	Bahia Sod	1	SF	N/A
178	Zoysia Sod	1	SF	N/A
179	Tifway 419 Bermuda Sod	1	SF	N/A
180	Seed and Mulch	1	SF	N/A
181	Exporting and Legal Disposal Off-Site of Unsuitable Fill Material	1	CY	N/A
182	Providing and Importing of Suitable Fill Material	1	CY	N/A
<b>UNDERDRAIN REFURBISHMENT</b>				
183	Underdrain Inspection	1	LF	N/A
184	Underdrain Removal	1	LF	N/A
185	Underdrain Installation	1	LF	N/A
186	Underdrain Connection to Structures	1	LF	N/A
187	6" Sock Wrapped UD (PVC or double wall HDPE)	1	LF	N/A
188	6" Underdrain (non-socked [PVC or double wall HDPE])	1	LF	N/A
189	Underdrain Aggregate (rock/washed)	1	CY	N/A
190	Underdrain Sand	1	CY	N/A
191	UD Filter Fabric	1	SY	N/A
<b>GROUT WORK</b>				
192	Injection Pipe	1	EA	\$105.00
193	Permeation Grout	1	GAL	\$195.00
194	Compaction Grout	1	LBS	\$12.00

**Note:**

- When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.
- The District may elect to award multiple areas to any of the highest scoring Contractor(s) in the event there are less than two (2) Contractors that submit proposals or there is a large gap or percent difference between Proponents' scores.
- All price information to be used in the RFP evaluation must be on this proposal form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.

"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with the Villages Community Development Districts, in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the RFP and Agreement Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein. Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."

 VP

Authorized Agent Name, Title (Print)

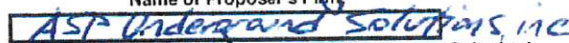


Authorized Signature

7.15.24

Date

Name of Proposer's Firm

 ASP Underground Solutions, Inc.

This document must be completed and returned with your Submittal



## **SCOPE OF WORK**

The Villages Community Development Districts is requesting proposals for On-call Services for Geological Anomalies & Stormwater Systems. The following summary of work provides a general overview of the scope of work. All scope of work shall be as included in this description, plus all other work required to meet the intent of the contract documents included. Qualified firms wishing to respond to "RFP #24P-038 On-call Services for Geological Anomalies & Stormwater Systems" must provide all equipment, labor and materials described in this document, whether directly or **through sub-contractors/sub-consultants** for the contract. This does not, however, limit the use of subcontractors or sub-consultants. **Sub-contracting work is completely acceptable.**

The intent of this solicitation is to procure qualified Contractors with a minimum of five (5) years' experience on similar projects to complete ground depression or erosion work, remediating naturally occurring geological anomalies, and stormwater services including repairs and projects such as new installation or replacement. It is the intention of the District to award this Contract to up to five (5) Contractors with the most responsive and responsible submittals; however, the District reserves the right to award this solicitation as deemed necessary and in the best interest of the District.

Awarded Contractors must be willing to perform any and all work orders assigned within a reasonable time period and as indicated in the Work Order. The Contractor shall be required to respond to each request for a quote within 7 days, whether by quote or response of "no bid." If the Contractor fails to respond to three (3) or more consecutive requests or answers, "no bid" to five (5) or more requests, the Contractor may be labeled as "non-responsive" and the contract with that vendor may be terminated.

The initial term of each Agreement shall be October 1, 2024 through September 30, 2026, with the option to renew for two (2) one (1) year periods. Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. At a minimum of six (6) months prior to the end of the initial term, Contractor may submit a request in writing to the District to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. No increase to exceed 5%.

During the solicitation process the Contractor shall examine the solicitation plans and scope to achieve a thorough working knowledge of the contract prior to submitting a proposal. Any labor, services, materials, equipment, or tools that reasonably may be inferred in the solicitation document or from prevailing customary work procedures to produce the indicated result will be provided whether or not specifically called for in the documents at no additional cost to the District. Clarifications and interpretations of the Solicitation Documents shall be issued by the District, as requested, during the question-and-answer time period.

Successful Contractor and any subcontractors will be required to attend a pre-construction meeting after the proposal award is approved by the District and the Agreements have been executed by all parties.

Successful Contractor and any subcontractors will be required to attend a pre-construction meeting after the proposal award is approved by the District and the Agreements have been executed by all parties.

## **SCOPE OF WORK**

### **GROUND DEPRESSION & EROSION WORK**

#### **On-call Depression Services, Repairs, & Projects**

Contractor/Supplier work shall include, but not be limited to the following:

- Reading grades and construction plans.
- Operating light, medium, and heavy equipment.
- Following the direction of engineers as required for the project.
- Excavating ground depressions, often caused by naturally occurring geological anomalies.
- Filling and compacting depressions with clay and topsoil material.
- Grading erosion areas and installing material (e.g. rip-rap) as necessary to prevent further erosion.
- Repairing water retention basin liners (i.e. HDPE or Geosynthetic Clay).
- Installing, repairing, or replacing small-to-medium-sized drainage pipe systems.
- Property removal and/or repair/replacement (fencing, concrete curbing, etc.).
- Landscaping and irrigation removal and/or repair/replacement.

## **STORMWATER PIPE SYSTEM WORK**

### **On-call Stormwater Services, Repairs, & Projects**

Contractor/Supplier work shall include, but not be limited to the following:

- Reading grades and construction plans.
- Operating light, medium, and heavy equipment.
- Following the direction of engineers as required for the project.
- Repairing small to large stormwater pipes and structures (e.g., bands, hydraulic cement, etc.).
- Installing or fully replacing small-to-large-sized stormwater pipes and structures.
- Filling and compacting depressions or trenches with clay and topsoil material.
- Repairing water retention basin liners (i.e. HDPE or Geosynthetic Clay).
- Property removal and/or repair/replacement (fencing, concrete curbing, etc.).
- Landscaping sod replacement.

### **PROJECTS ASSIGNED ON AS-NEEDED BASIS**

All work shall be performed on an as-needed basis with compensation based on unit pricing. In some cases, the District may determine that it is in the District's best interest to provide all or part of the materials or equipment needed for an individual project. The District reserves the right to provide all or part of the materials for a project. The District will request a written proposal from the Contractor for each individual project. The Contractor will provide a written proposal including a construction schedule, and upon request at the District's discretion, a value of quantities based on the unit pricing for each individual project. The District does not guarantee, warrant, or represent that any number of projects or any particular type of project will be assigned to the Contractor under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific project, but to set forth certain duties, obligations, rights, and responsibilities that shall be automatically incorporated into any Services Authorization that may be mutually agreed to by the parties. The District shall have the sole discretion to select the project(s), if any, that may be given to the Contractor. The Contractor shall not be entitled to compensation for any services rendered in excess of those specifically requested by the District.

### **PLUGGING & DEWATERING SERVICES**

- Plug Set and Removal are one-time fees. The Contractor/Supplier will not be paid multiple times for this item if they choose to remove plugs and reset them or if the weather requires it. It is the duty of the Contractor/Supplier to ensure the operational flow of the storm systems while they are working on them.
- Pump delivery and setup is billable once per pump, per project.

### **TRENCHING & PIPE BEDDING SERVICES**

- In all aspects, trenches shall conform to industry standards; conform to the Florida Department of Transportation's (FDOT) excavation, backfill, density and test requirements; and conform to the Occupational Safety and Health Administration's trench safety standards. In instances where an existing stormwater pipe or structure is being replaced, the Contractor will strive to minimize any disturbance to the original trench base and surrounding assets (e.g. landscaping). If deemed necessary, either due to disturbances made to the original trench base during excavation or due to conditions found once excavated, any unsuitable backfill material will be removed to a minimum depth of 4 inches below the existing pipe's invert elevation and replaced with suitable material. Please refer to the documents "FDOT Section 125 Excavation" ([Exhibit A](#)) and "The Villages Standard Pipe Bedding Detail" [Exhibit B](#) in Part 7: EXHIBITS.
- Line items for stormwater pipe installation, are listed as various types and sizes of pipe. There are 2 categories: 1 – 8' depths and 8.5'+ depths on the proposal price forms. The depth should be considered to the crown (i.e. top) of the pipe.

### **RETENTION BASIN LINER SERVICES**

- All materials and workmanship shall be first class and shall conform to the highest industry standards or the specifications, whichever requirements are more stringent.
- Please refer to the "GCL Specifications" ([Exhibit C](#)) regarding the proper methods for installation and repairs for fabric-encased geosynthetic bentonite clay liners.
- Please refer to the "HDPE Liner Specifications" ([Exhibit D](#)) regarding the proper methods for installation and repairs for high-density polyethylene geomembrane liners.

## **SOIL DENSIFICATION & SUBSURFACE UNDERSEALING WORK**

### **On-call Compaction & Permeation Grouting Services, Repairs, & Projects**

Contractor/Supplier work shall include, but not be limited to the following:

- Reading grades and construction plans.
- Following the direction of engineers as required for the project.
- Providing pre-construction comparative surveys documenting existing conditions and structures.
- Measuring lifting requirements and existing groundwater infiltration on-site.
- Operating hydraulic and/or pneumatic injection equipment.
- Injecting appropriate grout materials for soil densification and/or stabilization.
- Filling voids, sealing structure joints and openings, and lifting/aligning depressions and/or structures.

## **PRODUCTS**

### **Compaction Grout (Soil Densification & Void Filling)**

- For the purpose of soil densification, filling subsurface voids, lifting pavement, slabs or structures; a two-component closed cell, hydro-insensitive, high density polyurethane system must be used. Upon injection, the material rapidly expands and cures, and must have an apparent overall density of 4.7 pounds per cubic foot to 6.5 pounds per cubic foot, tested in accordance with ASTM D1622 (without conditioning). The material must have a minimum cured compressive strength of 100 PSI, tested in accordance with ASTM D1621.
- The compaction grout chemical must not be affected by the presence of excess water. Chemical reaction time must be 18 seconds or greater and must be at 85% full strength in 15 minutes. If work is performed within a travel lane, it must be able to be safely restored within 60 minutes after the last injection of material.

### **Permeation Grout (Leak Sealing & Soil Stabilization)**

- The product must be of a super-low viscosity polymer such as polyacrylamide or acrylate necessary to yield a gel reaction in the presence of water. Sodium silicate shall not be accepted. The grout solution must possess an extremely low viscosity (1-2 centipoise), allowing it to follow infiltrating water for sealing leaks or to deeply penetrate soils for soil stabilization. The permeation grout solution must be able to be adjustable from a few seconds to several hours, resulting in the cured grout as a water barrier or soil stabilizer.
- The permeation grout chemical must have a 7-day minimum compressive strength of 200 PSI (with fine sand) as per ASTM C579.

## **EQUIPMENT**

- Contractor must provide hydraulic and/or pneumatic injection equipment, including, but not limited to, a pumping unit capable of injecting material to the locations and depths required with electric-generating capabilities necessary to support the injection operations. The equipment must be capable of controlling the rate of flow of material to achieve the desired results while minimizing blowback and blowouts. Equipment must have a certified or volumetric measurement device having a visual readout to measure the amount of material injected at each location.
- Contractor must be equipped with pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the specified materials. Ensure the equipment properly mixes two component materials when two component materials are injected.
- Contractor must use equipment capable of drilling the required diameter injection holes through concrete, pavement, or other masonry materials without damaging the integrity of the existing structure.
- Contractor shall be equipped with laser levels and target readers, zip levels, and other measuring devices capable of monitoring movement at the surface of the pavement or structure to verify that the necessary void filling and improvement has occurred without adversely affecting the existing profile.
- Contractor must utilize and have familiar understanding with operating a hydraulic-powered proportioner that is capable of generating at least 4000 PSI necessary to inject plural component polymer to depths of 20' and greater below the surface.

## **PREPARATION FOR INJECTION**

### **Soil Densification**

- Prepare a pavement and structure profile from laser level measurements of each area to document pre-existing conditions to ensure movement does not exceed 1/8 inch of the final planned elevation during the injection operations. Prior to beginning any work, submit a report documenting this inspection and the recorded elevations to the Engineer for approval. Include photographs of the area documenting the location and length of existing cracks. Prior approval of this report will not be required for emergency response work.
- Injection holes shall be drilled at an approximate spacing of 4 to 6 feet using an offset grid pattern when possible above the area requiring remediation. The exact location, spacing, and hole size shall be selected by the Contractor and approved by the Engineer. The rate and amount of material injected must be determined by the Contractor to obtain proper densification of the base soils to level or lift the slab or pavement to the proper elevation.

### **Subsurface Underseal**

- Prior to chemical injection, the Engineer will identify the known locations exhibiting signs of inflow and infiltration within the lateral connections, pipe joints, or buried structure where the Contractor will inject permeation chemicals to seal the leak.
- Contractor shall determine appropriate hole spacing for injection to successfully seal, stabilize, and fill the identified leaks. Test sections may be necessary to determine the best hole spacing depending on soil types and soil / void conditions encountered. Typical spacing will vary between 4 to 6 feet along the length of the pipeline for covering long runs, as compared to just sealing around a leaking joint. In some cases, it may be necessary to install soil pipes or grout needles to transfer grout further out into the soils away from the structure.

## **EXECUTION OF CHEMICAL INJECTION**

### **Soil Densification**

- Inject the polyurethane to the depth shown in the engineering plans. If not shown in the engineering plans, the Contractor will select the exact location, spacing, hole size, and depth of the injection tubes with the approval of the Engineer. Material must be injected at least one foot below the existing water table. When direct access to voids is available, provide a means to confine the placement and inject the polyurethane directly into the void.
- When direct access to voids is not available, drill a series of holes sized no larger than required for the injection tube placement at approximately 4-to-6-foot intervals or as determined by the Engineer and/or Contractor. When drilling through reinforced concrete, determine the location of existing reinforcement prior to drilling injection holes.
- Inject the material gradually to avoid excessive force build-up. If the movements exceed 1/4 inch beyond the desired profile, take corrective actions to stop the movement and perform repairs. Immediately notify the Engineer if signs of damage are observed, such as new cracks in the pavement, increased size of existing cracks, or separation of joints in paved and unpaved surfaces. Repair any damage to the concrete slab/pavement, adjacent structures, gutters, and shoulders resulting from the injection operations to the satisfaction of the Engineer, and at no cost to the Owner. Allow the polyurethane material to cure before allowing vehicular traffic to approach slabs adjusted by polyurethane injection.

### **Subsurface Underseal**

- At depths where groundwater is prevalent, injecting plural component polymer is the only acceptable method of mitigating groundwater intrusion while densifying the adjacent infrastructure. Special consideration is to be given while monitoring hydraulic proportioner as grout must be injected into each location to ensure all areas within the work area are fully grouted. Grouting shall be done starting at the lowest point and working from side to side and up vertically. Injection of each location is required even with evidence of grout travel to that hole. The amount of grout to be injected at each hole is to be determined by the Contractor and/or Engineer based on soil and water conditions for the particular area. Injection pressures will vary depending on soil conditions and typically will cease when proportioner starts to "labor" or slow down.
- In some cases, a secondary pass may be necessary at each location to verify filling of voids and soil. The permeation chemical can be adjusted necessary to permeate soil (or reaction time) contingent upon conditions encountered such as severity of infiltration of the buried infrastructure. This can be done at any time throughout the grouting process on a batch-by-batch basis.

## **MEASUREMENT & PAYMENT**

- Payment for chemical grout shall be based on the actual quantity of material measured in gallons that was injected, as authorized, and accepted or approved by the Engineer.
- Payment for injection ports shall be measured per each based on the actual quantity needed and the pay item price shall include the cost of drilling and patching the hole.

## **WARRANTY**

- The chemical grout shall be certified by the manufacturer for the specified material properties and the intended use. The Contractor shall warrant the chemical grout installation for five (5) years from final completion. During the warranty period, any defects which affect the function, integrity or strength of the grout shall be repaired or replaced at the Contractor's expense in a manner agreed to by the District.

## **OPERATIONS AND COMMUNICATIONS**

### **WORK HOURS**

Work Hours are 7:00 am to 7:00 pm, seven (7) days per week, unless otherwise authorized by the District. Work may be performed at hours other than normal business hours at the direction and discretion of the District. Contractor will not be expected to work weekends; however, those hours of work are acceptable if desired. All services shall be scheduled with and approved in advance by District-designated personnel.

The Contractor must provide after-hours contact information to the District.

### **SECURITY/ACCESS IF APPLICABLE**

Contractor will be furnished means of access to the service areas. Contractor shall not duplicate any keys issued for such use, or present keys to anyone other than an agent/employee of the Contractor responsible for the area. It is the responsibility of the Contractor to establish procedures that eliminates unauthorized use by Contractor employees of District property.

Any areas to which Contractor is provided access by means of a key, shall be opened for the purpose of this service only. Immediately upon completion of service the area shall be secured. Areas shall be accessed by Contractor personnel only.

Discovery by the District personnel of wrongful use, such as sleeping, non-contract item storage, smoking, etc., will be referred to the Contractor for immediate appropriate action. The Contractor will not allow the use of tobacco products by any employees in any of the District owned properties.

### **DISTRICT NOTIFICATION**

Contractor shall provide the District with a two (2) week advance notification, in writing, prior to the closure of any areas needed for work activities. If two-week notice cannot be provided due to urgency, any area closure must still require District pre-approval.

### **PUBLIC NOTIFICATIONS**

In the event of a significant change in work activities that may impact the general public, such as an area being required to be closed for work activities or any situation which may cause public concern or complaint, the Contractor shall inform the District with as much advance notice as possible. District designated personnel and District Property Management will complete the public notification.

### **EMERGENCY SERVICES AND RESPONSE TIME**

If DPM requests urgent mobilization and provides a verbal scope to the Contractor, the Contractor shall have two (2) hours to set up at the site and begin work for any and all situations that the District deems necessary. This is the minimum timeframe required. The actual acceptable timeframe will be determined case-by-case upon the needs of the situation.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, flood, or other unforeseeable circumstances, that the District shall require first-priority from the Contractor for goods/services. The District expects to pay a fair and reasonable price for all products/services in the event of an emergency.

If the selected Contractor is not available to respond within a timely manner, the next awarded Contractor will be requested to respond. The responding Contractor must submit an estimate to DPM within 24 hours of the day of urgent mobilization. The Contractor shall provide the District with a contact list of employees for urgent response.



December 03, 2024

**Siemens Energy Proposal 24-0065 Rev. 1 (Summary)**

Mr. Kendrick Taylor  
JEA Northside 3  
4377 Hecksher Drive  
Jacksonville, Florida 32226

Subject: **JEA, Northside 3 LP-A and LP-B Disassembly, Rotor Shop Work, and Reassembly (Summary)**

Dear Mr. Taylor,

JEA has requested a summary for the scope of work & pricing presented in Siemens Energy Proposal 24-0065 Rev. 1 to be used in the public review process. This letter makes no modifications or revisions to the existing proposal and is being presented only to satisfy JEA's request.

Please find the scope of work & pricing summary for the Northside 3 LP-A and LP-B Disassembly, Rotor Shop Work, and Reassembly scopes. Siemens Energy grants JEA permission to use this summary for the public review process.

With kind regards,

A handwritten signature in black ink, appearing to read "S. Holland".

Stuart Holland  
Account Representative  
Siemens Energy Power Systems Sales  
4400 Alafaya Trail  
Orlando, FL 32828  
Tel.: 321-512-5809  
[Stuart.Holland@siemens-energy.com](mailto:Stuart.Holland@siemens-energy.com)

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4400 Alafaya Trail  
Orlando, FL 32826-2301





## SECTION 1 – SCOPE OF WORK

### **SUMMARY SCOPE: LP-A and LP-B L-0 Blade Replacement**

**Base Scope 1:** Disassembly and Reassembly Activities to Accommodate LP Rotor Shop Work

**Base Scope 2:** LP-A and LP-B Rotor: Replace L-0 GOV / GEN Blade Rows and Balancing

**Adder Scope 1:** L-0 Frequency Test

**Transportation:** Transportation of LP Rotors to Shop

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Orlando, FL 32826-2301



## SECTION 2 – PRICING

Item	Description	2024 Pricing
1	Disassembly and Reassembly Activities to Accommodate LP Rotor Shop Work	\$6,012,406
	LP-A and LP-B Rotor: Replace L-0 GOV / GNN Blade Rows and Balance	
	L-0 Frequency Test	
	Round Trip Transportation of Loaner Skids and or Rotors	

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Orlando, FL 32826-2301



December 03, 2024

**Siemens Energy Proposal 24-0027 Rev. 1 (Summary)**

Mr. Kendrick Taylor  
JEA Northside 3  
4377 Hecksher Drive  
Jacksonville, Florida 32226

Subject: **JEA, Northside 3 L-0 Blades (Summary)**

Dear Mr. Taylor,

JEA has requested a summary for the scope of work & pricing presented in Siemens Energy Proposal 24-0027 Rev. 1 to be used in the public review process. This letter makes no modifications or revisions to the existing proposal and is being presented only to satisfy JEA's request.

Please find the scope of work & pricing summary for the Northside 3 L-0 Blades. Siemens Energy grants JEA permission to use this summary for the public review process.

With kind regards,

A handwritten signature in black ink, appearing to read "S. Holland".

Stuart Holland  
Account Representative  
Siemens Energy Power Systems Sales  
4400 Alafaya Trail  
Orlando, FL 32828  
Tel.: 321-512-5809  
[Stuart.Holland@siemens-energy.com](mailto:Stuart.Holland@siemens-energy.com)

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## SECTION 1 – SCOPE OF WORK

### SUMMARY SCOPE: L-0 BLADES

#### Base Scope 1: L-0 Blades



## SECTION 2 – PRICING

Item	Material / Description	Price
1	L-0 Blades	\$4,863,200



**BOARD RESOLUTION: 2024-73**

November 19, 2024

**A RESOLUTION ACCEPTING GUARANTEED MAXIMUM PRICE PROPOSALS FOR THE BUCKMAN WRF BIOSOLIDS CAPITAL CONVERSION AND AERATION BASIN IMPROVEMENTS PROJECTS AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER/MANAGING DIRECTOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN JEA AND WHARTON-SMITH, INC. FOR CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR THE BUCKMAN BIOSOLIDS CONVERSION PROJECTS AND ULTRAVIOLET (UV) DISINFECTION, INCREASING JEA'S MAXIMUM INDEBTEDNESS UNDER THE CONTRACT TO AN AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY-SEVEN MILLION TWO HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED TWENTY-SEVEN AND 27/100 DOLLARS (\$377,229,827.27)**

WHEREAS, JEA issued Solicitation Number 086-19, Request for Proposals for Construction Management At Risk (CMAR) Services for the Buckman Biosolids Conversion Projects and Ultraviolet (UV) Disinfection (the RFP); and

WHEREAS, in a publicly noticed meeting, on December 19, 2019, the JEA Awards Committee awarded a contract under the RFP to Wharton-Smith, Inc. (Wharton-Smith); and

WHEREAS, on January 16, 2020, JEA and Wharton-Smith entered into JEA Contract No. 187261 (the Original Contract) for Buckman Biosolids Conversion Projects and Ultraviolet (UV) Disinfection, attached hereto and incorporated herein, with a maximum indebtedness of nine hundred seventy-one thousand three hundred twenty-two dollars (\$971,322.00); and

WHEREAS, on October 15, 2020, JEA and Wharton-Smith executed Amendment #1 to the Original Contract, attached hereto and incorporated herein, providing for the set-up of field offices and the purchase and installation of blower system improvements and increasing the maximum indebtedness by thirteen million eight hundred twenty-five thousand ninety-five dollars (\$13,825,095.00) for a new total maximum indebtedness of fourteen million seven hundred ninety-six thousand four hundred seventeen dollars (\$14,796,417.00); and

WHEREAS, on April 19, 2021, JEA and Wharton-Smith executed Amendment #2 to the Original Contract, attached hereto and incorporated herein, for completion of the purchase and installation of UV disinfection system replacement parts, increasing the maximum indebtedness by seventeen million eight hundred thousand five hundred twenty dollars (\$17,800,520.00) for a new total maximum indebtedness of thirty-two million five hundred ninety-six thousand nine hundred thirty-seven dollars (\$32,596,937.00); and

WHEREAS, on March 24, 2022, JEA and Wharton-Smith executed Amendment #3 to the Original Contract, attached hereto and incorporated herein, establishing a Guaranteed Maximum Price for the Early Package scope of work in the amount of fourteen million three hundred ninety-seven thousand fifty-three dollars (\$14,397,053.00) for a new total maximum indebtedness of forty-six million nine hundred ninety-three thousand nine hundred ninety dollars (\$46,993,990.00); and

WHEREAS, on April 8, 2022, JEA and Wharton-Smith executed Amendment #4 to the Original Contract, attached hereto and incorporated herein, reducing retainage to five percent (5%) for the term of the agreement; and

WHEREAS, on May 5, 2022, JEA and Wharton-Smith executed Amendment #5 to the Original Contract, attached hereto and incorporated herein, establishing a Guaranteed Maximum Price for the Buckman WRF Fine Screen Replacement project in the amount of three million six hundred eighty-four thousand seven hundred twelve dollars (\$3,684,712.00) for a new total maximum indebtedness of fifty million six hundred seventy-eight thousand seven hundred two dollars (\$50,678,702.00); and



WHEREAS, on June 6, 2022, JEA and Wharton-Smith executed Amendment #6 to the Original Contract, attached hereto and incorporated herein, for CMAR preconstruction services for the Buckman WRF Existing Dryer Building Rehab project, increasing the maximum indebtedness by one hundred seventy-five thousand six hundred ninety-nine dollars and twenty-seven cents (\$175,699.27) for a new total maximum indebtedness of fifty million eight hundred fifty-four thousand four hundred one dollars and twenty-seven cents (\$50,854,401.27); and

WHEREAS, on March 2, 2023, JEA and Wharton-Smith executed Amendment #7 to the Original Contract, attached hereto and incorporated herein, establishing a Guaranteed Maximum Price for the Buckman WRF Biosolids – Early Package 2 in the amount of fourteen million five hundred fourteen thousand seven hundred seventy-three dollars (\$14,514,773.00) for a new total maximum indebtedness of sixty-five million three hundred sixty-nine thousand one hundred seventy-four dollars and twenty-seven cents (\$65,369,174.27); and

WHEREAS, on March 30, 2023, JEA and Wharton-Smith executed Amendment #8 to the Original Contract, attached hereto and incorporated herein, establishing a Guaranteed Maximum Price for the Buckman WRF E&I Building Modifications project in the amount of two million four hundred eighty-five thousand nine hundred ninety-two dollars (\$2,485,992.00) for a new total maximum indebtedness of sixty-seven million eight hundred fifty-five thousand one hundred sixty-six dollars and twenty-seven cents (\$67,855,166.27); and

WHEREAS, on June 15, 2023, JEA and Wharton-Smith executed Amendment #9 to the Original Contract, attached hereto and incorporated herein, establishing (i) a Guaranteed Maximum Price for the Buckman WRF Aeration Basin Improvements – Early Dewatering Package in the amount of five hundred ninety-eight thousand one hundred thirty three dollars (\$598,133.00); and (ii) a Guaranteed Maximum Price for the Buckman WRF Biosolids – Early Package 3 Cake Receiving Station in the amount of thirty-five million six hundred fifty-four thousand one hundred sixty dollars (\$35,654,160.00) for a new total maximum indebtedness of one hundred four million one hundred seven thousand four hundred fifty-nine dollars and twenty-seven cents (\$104,107,459.27), which was ratified by the JEA Board of Directors at its March 26, 2024 meeting; and

WHEREAS, on May 29, 2024, JEA and Wharton-Smith executed Amendment #10 to the Original Contract, attached hereto and incorporated herein, establishing (i) a Guaranteed Maximum Price Proposal (the Biosolids GMP Proposal) for the completion of the Buckman WRF Biosolids Capital Conversion project in the amount of two hundred seven million four hundred thirty-three thousand four hundred sixteen dollars (\$207,433,416.00); and (ii) a Guaranteed Maximum Price Proposal (the Aeration Basin GMP Proposal) for the Buckman WRF Aeration Basin Improvements – Early Procurement Package in the amount of one million eight hundred thirty-four thousand eight hundred thirty-two dollars (\$1,834,832.00), reducing the cost for the Buckman WRF Blower System Improvements by five hundred seventy-six thousand eight hundred seventy-one dollars (\$576,871.00), and reducing the cost for the Buckman WRF UV System Improvements by five hundred seventy-six thousand eight hundred seventy-one dollars (\$576,871.00) for a new total maximum indebtedness of three hundred nine million two hundred fifty-nine thousand four hundred seventy-four dollars and twenty-seven cents (\$309,259,474.27); and

WHEREAS, Wharton-Smith has completed the 90% Design for the Buckman WRF Facility Upgrades and has provided Guaranteed Maximum Prices for the projects as follows: (i) Biosolids Raw Sludge Holding Tank Restoration in the amount of thirty-seven million six hundred nineteen thousand seven hundred forty-one dollars (\$37,619,741.00); (ii) Biosolids Facility Rehabilitation in the amount of three million eight hundred ten thousand four hundred ten dollars (\$3,810,410.00); and (iii) Aeration Basin Air Header and Diffuser Replacement in the amount of twenty-six million five hundred forty thousand two hundred two dollars (\$26,540,202.00) (collectively, the “GMP Proposals”); and

WHEREAS, in order to accept the GMP Proposals, it is necessary to increase the overall maximum indebtedness of the Original Contract, as amended, in the amount of sixty-seven million nine hundred seventy thousand three hundred fifty-three dollars (\$67,970,353.00) for a new total maximum indebtedness of three hundred seventy-seven million two hundred twenty-nine thousand eight hundred twenty-seven dollars and twenty-seven cents (\$377,229,827.27); and

WHEREAS, the Board of Directors has determined that it is in the best interests of JEA to accept the GMP Proposals and amend the Original Contract to increase the maximum indebtedness as provided herein.

NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors that:

1. The above recitals are incorporated by reference into the body of this resolution and are incorporated as findings of fact.
2. The Board of Directors hereby accepts the GMP Proposals and authorizes the Chief Executive Officer/Managing Director or her designee to execute an amendment to the Original Contract, as amended, increasing the total maximum indebtedness thereunder to an amount not to exceed three hundred seventy-seven million two hundred twenty-nine thousand eight hundred twenty-seven dollars and twenty-seven cents (\$377,229,827.27).
3. To the extent there are typographical, clerical, or administrative errors that do not affect the tone, tenor, or context of this resolution, such errors may be corrected without further authorization from the Board of Directors.
4. This Resolution shall be effective immediately upon passage.

Dated this 19th day of November, 2024.

  
\_\_\_\_\_  
JEA Board Chair

  
\_\_\_\_\_  
JEA Acting Board Secretary

Form Approved by

  
\_\_\_\_\_  
Office of General Counsel

VOTE	
In Favor	4
Opposed	0
Abstained	0

**EXHIBIT A**

**RAW SLUDGE HOLDING TANK IMPROVEMENTS GMP PROPOSAL EXECUTIVE SUMMARY**





## SECTION 1 – EXECUTIVE SUMMARY

August 26, 2024

Mr. Bill Clendening  
JEA Buckman WRF  
2221 Buckman Street  
Jacksonville, FL 32206

Re: JEA Buckman WRF  
Raw Sludge Holding Tank Improvements – GMP (Final)

Dear Mr. Clendening:

Wharton-Smith is pleased to submit the Guaranteed Maximum Price (GMP - Final) for the JEA Buckman WRF Raw Sludge Holding Tank Improvements project. A comprehensive breakdown of material, equipment, subcontractor, and labor is provided in the supporting documentation following this letter. The GMP is valued at **\$37,619,741**.

Please note the following clarifications regarding this proposal:

1. We have included all work in accordance with Carollo Engineers drawings Raw Sludge Holding Tank Improvements Project dated May 2024 as well as the revisions as part of the bid addenda..
2. Please refer to Section 2 for the GMP Cost Summary, Directs, and General Conditions.
3. A list of the competitively bid work packages, bid tabulations and evaluations, and the recommended low responsive bidder for each is located in Section 3.
4. The Contingencies and Owner Allowances carried within this GMP are reflective of the proposed Risk Register included in Section 4.
  - a. Please note that the allowances are currently shown below the line without fee, fee to be included on allowance usage once brought into the project as approved by JEA.
5. Please reference Section 5 for the proposed GMP schedule for the Raw Sludge Holding Tank Improvements project. We have included project management staff that is appropriate for this project. Please refer to the attached GC breakdown included within Section 2 for this phase of work.
  - a. Our current estimated duration of construction is 26 months of time onsite for this phase of the project. There are three phases, and subsequently three mobilizations, required based on the sequencing of the Digester Control Building work which are detailed below. This project is directly linked with the new Biosolids Processing Facility project's startup and testing. With these added sequencing constraints, the Biosolids Processing Facility's final completion date will need to be adjusted by two (2) months as reflected in the provided schedule. Please reference Section 5 for the current overall project schedule.
    - i. The RSHT Project's 1<sup>st</sup> phase is to get all of the work done and the GBT feed pump ready to send flow to the new GBTs at the Biosolids Building.
    - ii. Once the new GBTs and the Thickened Sludge Pumps have been successfully started up and tested, we can send flow through the new RSHT screening system, into the RSHT, and then pumped with the new GBT feed pumps to the new GBTs in the Biosolids Building.
    - iii. The new thickened sludge pumps in the Biosolids Building will pump this to the existing digesters.



- iv. Once this is complete, we can demolish the existing GBT feed pumps and begin installation of two (2) new centrifuge feed pumps.
  - v. Once the two (2) new centrifuge feed pump are installed and complete, we can use these to send digested sludge to the new centrifuges in the Biosolids Building. We cannot start up and test the new Centrifuges and ultimately the dryers until this is complete.
  - vi. Once the two new centrifuges and the dryers are commissioned to where we no longer need to use the existing biosolids facility, we can demolish the remaining two existing centrifuge feed pumps and install the new centrifuge feed pumps.
  - vii. Once all of the new centrifuge feed pumps have been installed, we can startup and performance test the two remaining centrifuges in the new Biosolids building.
6. We have the following clarifications and exclusions for the team's review and consideration:
- a. Storm water pollution prevention (SWPPP) is included.
  - b. We have included a performance and payment bond, and insurances.
  - c. We have not included any Builder's Risk deductibles within the GMP. In the event of a Builder's Risk claim, deductibles will be funded out of project contingency/allowances/CO.
  - d. ERP, FDEP, FDOT, & ROW permit costs are by others.
  - e. It is assumed that the JEA will provide power and water for use during construction and startup activities at no cost.
  - f. We have not included additional costs for the CMAR Compound at this time. When the start-up and commissioning of the Biosolids and RSHT are approaching, we will request an allowance draw if necessary to extend the duration of a reduced buildout of the CMAR Compound.
  - g. No Davis-Bacon, other prevailing wage requirements, or American Iron and Steel (AIS) provisions are incorporated in the pricing at this time.
  - h. All Pricing (Labor, Material, Equipment, Subcontract) is based on current market value.
  - i. Duration of material lead times are based on current market conditions.
  - j. Bid package clarifications, exceptions, bid alternates and value engineering items are presented in the bid proposals and evaluation forms for JEA's final review and consideration.

As always, I am available to discuss at your earliest convenience.

Very respectfully,

A handwritten signature in blue ink, appearing to read 'Josh Burns', is written over a horizontal line.

Josh Burns  
Project Executive  
Wharton-Smith, Inc.



**EXHIBIT B**

**BIOSOLIDS PROCESSING FACILITY GMP PROPOSAL EXECUTIVE SUMMARY**



## SECTION 1 – EXECUTIVE SUMMARY

July 29, 2024

Mr. Bill Clendening  
JEA Buckman WRF  
2221 Buckman Street  
Jacksonville, FL 32206

Re: JEA Buckman WRF  
Existing Biosolids Processing Facility Rehabilitation – GMP (Revised)

Dear Mr. Clendening:

Wharton-Smith is pleased to submit the Guaranteed Maximum Price (GMP) for the JEA Buckman WRF Existing Biosolids Processing Facility Rehabilitation project per the revised redline drawings found within. A comprehensive breakdown of material, equipment, subcontractor, and labor is provided in the supporting documentation following this letter. After a coordinated value engineering/scope reduction effort, the presented GMP is valued at **\$3,810,410.00**.

Please note the following clarifications regarding this proposal:

1. We have included all work in accordance with the attached redline version of Carollo Engineers drawings Existing Biosolids Processing Facility Rehabilitation project dated July 2024 as well as the revisions as part of the bid addenda and value engineering options.
  - a. Please note that JEA has selected to reduce the scope of work which has been detailed on the redline drawings and reflected in the GMP.
2. Please refer to Section 2 for the GMP Cost Summary, Directs, and General Conditions.
3. Wharton-Smith has elected to self-perform the Master Plant Contractor (MPC) scope of work. A detailed breakdown of this open-book package is located in Section 3
4. A list of the competitively bid work packages, bid tabulations and evaluations, and the recommended low responsive bidder for each is located in Section 4.
5. The Contingencies and Owner Allowances carried within this GMP are reflective of the proposed Risk Register included in Section 5.
  - a. Please note that the allowances are currently shown below the line without fee, fee to be included on allowance usage once brought into the project as approved by JEA.
6. Please reference Section 6 for the proposed GMP schedule for the Existing Biosolids Processing Facility Rehabilitation project. We have included project management staff that is appropriate for this project. Please refer to the attached GC breakdown included within Section 2 for this phase of work.
7. Please reference Section 7 for the redline drawings that were the basis for this GMP.
8. We have the following clarifications and exclusions for the team's review and consideration:
  - a. Storm water pollution prevention (SWPPP) is included.
  - b. We have included a performance and payment bond, and insurances.
  - c. We have not included any Builder's Risk deductibles within the GMP. In the event of a Builder's Risk claim, deductibles will be funded out of project contingency/allowances/CO.
  - d. ERP, FDEP, FDOT, & ROW permit costs are by others.



- e. It is assumed that the JEA will provide power and water for use during construction and startup activities at no cost.
- f. We have not included any Lead or Asbestos surveys for demolition of existing structures.
- g. We have not included costs for removal of unsuitable materials or soil improvements under any structures at this time as it is unknown.
- h. Provisions for treating any contaminated soils and groundwater remediation during dewatering have not been included at this time.
- i. We have included an allowance for surveying services. We plan to utilize Smith Surveying (JSEB) at their unit rates we are using on the other Buckman WRF projects. Any remaining budget will be returned to JEA upon completion of the project.
- j. No Davis-Bacon, other prevailing wage requirements, or American Iron and Steel (AIS) provisions are incorporated in the pricing at this time.
- k. All Pricing (Labor, Material, Equipment, Subcontract) is based on current market value.
- l. Duration of material lead times are based on current market conditions.
- m. Bid package clarifications, exceptions, bid alternates and value engineering items are presented in the bid proposals and evaluation forms for JEA's final review and consideration.

As always, I am available to discuss at your earliest convenience.

Very respectfully,

A handwritten signature in blue ink, appearing to read 'Josh Burns'.

Josh Burns  
Sr. Preconstruction Manager  
Wharton-Smith, Inc.

**EXHIBIT C**

**AERATION BASIN IMPROVEMENTS GMP PROPOSAL EXECUTIVE SUMMARY**



## SECTION 1 – EXECUTIVE SUMMARY

September 20, 2024

Mr. Bill Clendening  
JEA Buckman WRF  
2221 Buckman Street  
Jacksonville, FL 32206

Re: JEA Buckman WRF  
Aeration Basin Improvements – GMP

Dear Mr. Clendening:

Wharton-Smith is pleased to submit the Guaranteed Maximum Price (GMP) for the JEA Buckman WRF Aeration Basin Improvements project. A comprehensive breakdown of material, equipment, subcontractor, and labor is provided in the supporting documentation following this letter. The GMP is valued at **\$26,540,202**.

Please note the following clarifications regarding this proposal:

1. We have included all work in accordance with Jacobs drawings Buckman WRF Aeration Basin Improvements project dated June 2024 as well as the revisions as part of the bid addenda.
  - a. Costs associated with GMP-1 Early Dewatering and GMP-2 Early Procurement have been previously procured through early procurement packages – all of which the associated costs are not included in the above total.
  - b. Per JEA direction, we have not included costs associated with the scope of work for the concrete repairs and coatings of the East/West AB Channels.
2. Please refer to Section 2 for the Cost Summary, Directs, and General Conditions.
3. Our GMP includes an open book master plant contractor self-perform package. A detailed cost estimate and backup has been included in Section 3.
4. A list of the competitively bid work packages, bid tabulations and evaluations, and the recommended low responsive bidder for each is located in Section 4.
5. The Contingency and Owner Allowances carried within this cost estimate are reflective of the current Risk Register included in Section 5.
  - a. Please note that the allowances are currently shown below the line without fee, fee to be included on allowance usage once brought into the project as approved by JEA.
6. Please reference Section 6 for the proposed GMP schedule for the Aeration Basin Improvements project. We have included project management staff that is appropriate for this project. Please refer to the attached GC breakdown included within Section 2 for this phase of work.
7. We have the following clarifications for the team's review and consideration:
  - a. Storm water pollution prevention (SWPPP) is included.
  - b. We have included a performance and payment bond, and insurances.
  - c. We have not included any Builder's Risk deductibles within the GMP. In the event of a Builder's Risk claim, deductibles will be funded out of project contingency/allowances/CO.
  - d. ERP, FDEP, FDOT, & ROW permit costs are by others.





- e. It is assumed that the JEA will provide power, water, and chemicals for use during construction and startup activities at no cost.
- f. Bypass pumping for the inlet channel/box restoration work and the east/west channel restorations is not included within this GMP. JEA is performing a separate primary clarifier project that will include the necessary bypass pumping costs, and will need to coordinate those efforts for the duration of the restoration work.
- g. No Davis-Bacon, other prevailing wage requirements, or American Iron and Steel (AIS) provisions are incorporated in the pricing at this time.
- h. We have not included any additional Lead or Asbestos Survey for demolition activities.
- i. All Pricing (Labor, Material, Equipment, Subcontract) is based on current market value.
- j. Duration of Material lead times are current market conditions.
- k. Bid package clarifications, exceptions, bid alternates and value engineering items are presented in the bid proposals and evaluation forms for JEA's final review and consideration.

As always, I am available to discuss at your earliest convenience.

Very respectfully,

A handwritten signature in blue ink, appearing to read 'Josh Burns', with a long horizontal flourish extending to the right.

Josh Burns  
Project Executive  
Wharton-Smith, Inc.